



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, June 10, 2025
1:15 PM

ADMINISTRATIVE SERVICES

1. Receive as information the emergency request for the lining and replacement of the sewer lines located at the Central Services Administration Building in the amount of \$86,512.00 by Avrett Company, Inc.
2. Motion to approve the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department. (ITB 25-164)
3. For information only presentation regarding update on the Classification and Compensation Study (RFP 22-1550).
4. Motion to approve the purchase of one (1) Kardex Remstar Megamat Office Vertical Carousel in an amount not to exceed \$60,000.00 for the Augusta Procurement Department.
5. Motion to approve conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds.
6. Motion to reject the unsolicited proposal for the proposed development of a pickleball and tennis complex with an associated hotel (25-000).
7. Request the status of commission approved infrastructure funding for 6 new construction homes in the Sand Hills Community. This funding in the amount of \$250,000 was approved by the full commission on August 01, 2023. Despite numerous email and verbal inquiries within the past 2 years to the HCD department staff, we have not received any definitive responses to receive the funds or a path to move forward.
8. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
9. Have Administrator to provide an update to the succession plan, continuing education/training for all department. **(Requested by Commissioner Stacy Pulliam)**
10. Receive update from Interim General Counsel on the matter of "Letter of Support" from the Augusta Commission maintaining the name of James Brown on the new arena; and any legal means available to the City of Augusta relative to the naming in association with the collected sales tax money. **(Requested by Commissioner Alvin Mason)**
11. **Lawrence Brannen** relative to regulations on convenience stores; forbidding the sale of drug-related objects that lead to the arrest of buyers.



Administrative Services Committee

Meeting Date: Tuesday, June 10, 2025

Emergency – Central Services Administration Building Sewer Lines

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for the lining and replacement of the sewer lines located at the Central Services Administration Building in the amount of \$86,512.00 by Avrett Company, Inc.
Background:	Sewage was backing up into the Central Services Administration Building, causing a health and safety issue due to unsanitary conditions. It was of utmost importance this situation was addressed in order to prevent further health and safety risks. Avrett Company, Inc. was contacted on an emergency service basis to clear and assess the sewer lines. Following the cleaning and video of the lines during the service call, it was found that the sewer pipes would require lining and replacement.
Analysis:	Avrett Company, Inc. is performing the corresponding work.
Financial Impact:	\$86,512.00, SPLOST VIII GL: 330-05-1120/53.19120 JL: 225-05-2132/53.19120
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the lining and replacement of the sewer lines located at the Central Services Administration Building in the amount of \$86,512.00 by Avrett Company, Inc.
Funds are available in the following accounts:	\$86,512.00, SPLOST VIII GL: 330-05-1120/53.19120 JL: 225-05-2132/53.19120



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department

FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department

DATE: May 21, 2025

SUBJECT: Emergency Memo – Central Services Administration Building Sewer Lines

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Central Services Administration Building located at 2760 Peach Orchard Road in relation to the sewer lines.

Sewage was backing up into the Central Services Administration Building, causing a health and safety issue due to unsanitary conditions. It was of utmost importance this situation was addressed in order to prevent further health and safety risks. Avrett Company, Inc. was contacted on an emergency service basis to clear and assess the sewer lines. Following the cleaning and video of the lines during the service call, it was found that the sewer pipes would require lining and replacement.

Please process a purchase order for Avrett Company, Inc., in the amount of \$86,512.00 for the sewer line replacement.

If you have any questions or concerns, please contact the Central Services Department.


RL/mcrr

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

Item 1.

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPL9ST YH, See Below
DEPARTMENT HEAD: 

REQUISITION:
REQUISITION DATE: 5/21/2025
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

			NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Avrett Company					
			706-796-0200					
VENDOR								
PHONE NUMBER								
QUOTED BY								
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZE ALL NECESSARY EQUIPMENT, MATERIAL AND LABOR TO THE CENTRAL SERVICES OFFICE TO CLEAN AND VIDEO THE SPECIFIED LINES, LINE FOUR (4) INCH SANITARY SEWER PIPE FROM MANHOLE 1 TO 50 FEET INSIDE BUILDING. REHABILITATE THE SANITARY SEWER LINES UNDER EXISTING BUILDING AND INCLUDES COST FOR CLEANING AND VIDEO DONE FROM APRIL 7TH TO APRIL 10TH 2025	1	\$ 86,512.00	\$ 86,512.00				
2								
3								
4	*Emergency - Central Services Administration Building Sewer Lines							
5	Proposal May 5, 2025							
6	Funding is available in the following accounts:							
7	GL: 330-05-1120 / 5319120							
8	JL: 225052132 / 5319120							
9								
10								
11								
12								
13								
14								
TOTAL BID			\$	86,512.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

*Emergency Sewager Repairs
Central Service Adman Department*



THE AVRETT co.
PROFESSIONAL PLUMBING SERVICES
PROPOSAL

May 5, 2025

City of Augusta
Central Services Department
2760 Peach Orchard Road, Building B
Augusta, GA 30906
Attn: Maria Rivera-Rivera
Mrevera-revera@augustaga.gov
EBing@augustaga.gov

Scope of Work:

The Avrett Company, Inc. will mobilize all necessary equipment, material, and labor to Central Services Office located at 2760 Peach Orchard Road in Augusta, GA clean and video the specified lines, line the four (4) inch sanitary sewer pipe, using ambient-cured liner, from Manhole 1 to approximately fifty (50) feet inside the building. The other specifics of the job are listed below. This proposal will rehabilitate the sanitary sewer lines under the existing building and includes the cost for the cleaning and video done from April 7th to April 10th 2025.

The specified lines for cleaning are defined as from:

Manhole 1 to Manhole 2
Manhole 2 to Manhole 3
Manhole 3 to Manhole MH 2B
Manhole MH 2B to Manhole 5
Manhole 5 to Manhole 6

The specified pipe for lining is defined as from Manhole 1 to approximately fifty (50) feet inside the existing building

The Avrett Company, Inc. will:

- mobilize to the job site
- clean, video and survey from Manhole 1 to Manhole 6 to survey for the inspection report Note: in the event issues are revealed with the camera, a quote will be provided on the most cost effective solution

- Page 2

fees, costs and expenses and any and all court related expenses and costs associated with any effort to collect amounts due under this Agreement.

III. Labor: All labor is figured on straight time.

IV. Site Conditions: Unless specifically addressed above, this proposal does not include repair to any area other than the specified site.

V. Change Orders: Any alteration or deviation from above specification involving extra costs will be communicated to the owner through a written change order. Change orders will not be executed without signed / authorized approval from the owner or designee.

VI. Insurance: Workmen's compensation and Public Liability Insurance on the above work shall be carried by The Avrett Company, Inc.

VII. Indemnification: The Customer and The Avrett Company, Inc. will each indemnify the other for liability, loss and expenses incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The customer will also indemnify The Avrett Company, Inc. for liability, loss and expense resulting from the Contractor's services if the Contractor is acting at the direction or instruction of the Customer or where the primary cause of damages is due to information provided by the Customer. The Customer agrees to waive all rights of subrogation against The Avrett Company, Inc. arising out of work in this Agreement.

VIII. Preexisting Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by backup of sewers) where the primary cause of claim or damage is preexisting conditions including faulty, inadequate, or defective design, construction, maintenance, or repair of property, or contamination of the subsurface where the condition existed prior to the start of The Avrett Company, Inc.'s work.

IX. Environmental Conditions: Any debris at the site is represented to The Avrett Company, Inc. to be non-hazardous requiring no manifesting or special permitting.

X. Precedence of Terms: These conditions shall be included as an integral part of any contract between The Avrett Company and the Owner, and shall take precedence over any terms of contract or project documents which may be in conflict.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____ Date _____

Signature: _____

1547 Gordon Highway, Augusta, GA 30906
706-796-0200 (Office) 706-792-0654 (Fax)

Katie Cornelius

From: Darrell White
Sent: Wednesday, April 2, 2025 12:17 PM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera; Arlene New; Scarlet Green; Audrey Sutton; Nancy M. Williams
Subject: RE: Emergency Request - Central Services Administration Plumbing

Please proceed.

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Wednesday, April 2, 2025 12:03 PM
To: Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Arlene New <anew@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: Emergency Request - Central Services Administration Plumbing
Importance: High

Good afternoon,

This communication serves as notification of an emergency at the following location:

- Central Services Administration (2760 Peach Orchard Road)
- The sewer lines are currently backed up at this location. It is of utmost importance this situation is corrected as the restrooms are out of service due to the blockage.

We are requesting approval to proceed with Avrett Plumbing on an emergency basis to assess the issue and make the needed corrections to this situation.

Thank you,
 Katie

Get [Outlook for iOS](#)

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Administrative Services Committee Meeting

Meeting Date:

2025 – Utilities-Construction – Bid #25-164

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department. (ITB 25-164)
Background:	The Augusta Utilities Department is requesting the purchase of a skid steer loader. The equipment is used to support removal of debris and trees, road grading and material handling for various construction projects.
Analysis:	The item was bid per the requirements of the August Procurement Code for a Skid Steer. Invitations to bid were sent to 16 vendors with 3 compliant bids received. Bobcat of Augusta's bid offer is the lowest compliant bid that meets all the requirements of the specifications.
Financial Impact:	Funding in the amount of \$80,820 is available in the following accounts: <ul style="list-style-type: none"> • 506-04-3410/54-22510
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department.
Funds are available in the following accounts:	506-04-3410/54-22510
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Monday, April 21, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: 822 6972 2071; Passcode: **25164** for furnishing:

Bid Item #25-164 2025/2026 Skid Steer for Augusta, GA – Central Service Department – Fleet Management Division

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

Darrell White, Interim Procurement Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, April 4, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

Augusta Procurement Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

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

DARRELL WHITE, INTERIM Procurement Director

Publish:

Augusta Chronicle	March 13, 20, 27, 2025 and April 3, 2025
Metro Courier	March 13, 2025



Bid Opening: Bid Item #25-164
Skid Steer for Augusta, GA-
Central Services – Fleet Management
Bid Due: Monday, April 21, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 3
Total Electronic Notifications (Demandstar): 43
GA Procurement Registry: 893
Total packages submitted: 5
Total Non-Compliant: 2

VENDORS	J & B Tractor Co, Inc. 3585 Mike Padgett Hwy Augusta, GA 30906	Bobcat of Augusta 2803 Wylde Road Augusta, GA 30909	Yancey Bros. 4165 Mike Padgett Hwy Augusta, GA 30906	Siak Enterprise LLC 901 Hampton Hill Court Lawrenceville, GA 30044	Wade Tractor & Equipment, Inc. 1218 Enterprise Way Griffin, GA 30224
Attachment B	INCOMPLETE NON-COMPLIANT	YES	YES	YES	YES
E-Verify Number	515905	705362	1463813	2516665	NO NON-COMPLIANT
SAVE Form	YES	YES	YES	YES	YES
Exceptions	NO	YES	NO	NO	NO
14.00 Optional Attachments					
14.01 Scrap Grapple Bucket, 81"	\$4,700.00	\$4,950.00	\$5,825.00	\$6,919.69	\$5,715.00
BIDDER OFFER					
Year:	2025	2025	2025	2025	\$2,025.00
Make:	KUBOTA	BOBCAT	CATERPILLAR	KUBOTA	New Holland
Model:	SVL97-3	T770	27SXE	SVL97-2	91804873
Total Bid Price	\$74,000.00	\$75,870.00	\$112,523.00	\$76,502.53	\$73,279.52
Approximate Delivery Time:	60-90 DAYS	WITHIN 60 DAYS OF PO	THREE MONTHS OR SOONER	7 DAYS	Not Given

*Procurement Department**Mr. Darrell White, Interim Director*

May 1, 2025

Mailed & Emailed (chuck.abney@borderequipment.com)

Bobcat of Augusta
Chuck Abney, Governmental Sales Manager
2803 Wylds Rd.
Augusta, GA 30909

REF: BID Item #25-164 2025/2026 Skid Steer
for Augusta, Georgia – Central Services Department-Fleet Management
BID Due: Friday, April 18, 2025 @ 11:00 a.m. via ZOOM

Dear Mr. Abney:

Thank you for your BID response in reference to BID Item #25-164. The department has reviewed the compliant submittals and has recommended your company as the vendor of choice for the award of BID Item #25-164 2025/2026 Skid Steer. Per the requirements in the specifications, please return the following requested forms to our office.

1. **Georgia Security and Immigration Subcontractor Affidavit**
2. **Non-Collusion Affidavit of Sub-Contractor**
3. **Homeland Security's E-Verify Memorandum of Understanding (MOU)**
4. **Copy of Your State/Local Business License for your Company**

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Thursday, May 8, 2025**. Please submit the required forms in a sealed envelope entitled "Required Forms for BID Item #25-164 2025/2026 Skid Steer." Your envelope should be addressed to the attention of:

Darrell White
Interim Procurement Director
Augusta, Georgia
535 Telfair Street, Room 605
Augusta, GA 30901

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely,

Darrell White
Interim Procurement Director

DW/jm

Attachment

cc: Ron Lampkin, Central Services Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.govRegister at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia

**NOTICE TO ALL VENDORS****ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS****PLEASE READ CAREFULLY:****Attachment B** is a consolidated document consisting of:

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

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

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

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

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

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

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

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: 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.

WARNING:

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

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

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



GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: **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. 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

CONTRACTOR'S NAME:	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

**** (Provide E-Verify Number Here) ****

Date of Authorization

(NOTE: Registered date can be found on MOU)

Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

Date Signed

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

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.

J & B Tractor
3585 Mike Padgett Hwy, Augusta,
GA 30906

AG-Pro
1377 Dogwood Drive SW
Conyers, GA 30012

Reliable Equipment Rental
4001 Washington Rd
Augusta, GA 30907

Blanchard Equipment Co.
4266 Belair Frontage Rd.
Augusta, GA 30909

United Rentals
4316 Belair Frontage Road
Augusta GA 30906

Low Country JCB
1008 Highway 80E
Pooler, GA 31322

Jenkins Tractor Company
3585 Mike Padgett Highway
Augusta, GA 30906

Stith Tractor & Equip Co.
3809 Old Savannah Road
Augusta, GA 30809

Rhinehart Equipment Co.
3556 Martha Berry Hwy
Rome, GA 30165

Hills Machinery
1014 Atlas Way
Columbia, SC 29209

Bobcat of Augusta
2803 Wylds Road
Augusta, GA 30909-4449

Flint Equipment Company
1900 William Few Parkway
Grovetown, GA 30813

Hills Machinery
1014 Atlas Way
Columbia, SC 29209

Yancey Brothers Company
4165 Mike Padgett Highway
Augusta, GA 30906

Vermeer Southeast
1320 Gresham Road
Marietta, GA 30062

Ditch Witch of Georgia
5430 GA Highway 85
Forest Park, GA 30297

Ron Lampkin
Central Services

Kaycee Braswell
Fleet Management

Phyllis Johnson
Compliance

BID ITEM #25-164 SKID STEER for
AUGUSTA, GA – CENTRAL SERVICES
DEPARTMENT /FLEET MANAGEMENT
DUE: FRIDAY, APRIL 18, 2025 @ 11:00
A.M.

BID ITEM 25-164 SKID STEER for
AUGUSTA, GA – CENTRAL SERVICES
DEPARTMENT /FLEET MANAGEMENT
MAIL DATE: 3/13/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, March 13, 2025 1:20 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000110

Dear Tywanna Scott,
 tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000110

Event Title: 25-164 Skid Steer

Event Type: Non-State Agency

Process Log
2025/03/13 13:13:12 : Log starts for - 25064063 - EVENT_RELEASE_TO_SUPL
2025/03/13 13:13:17 : Email Process Log for the Event#: PE-72155-NONST-2025-000000110
2025/03/13 13:13:17 : Email Batch# 2503139427
2025/03/13 13:13:17 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/03/13 13:14:30 : Bad Email not sent to smaddox@deltalandscape.com or smaddx@yahoo.com of DELTA LANDSCAPE SUPPLY OF GA INC
2025/03/13 13:15:45 : Bad Email not sent to jm baker2019@gmail.com of BAKER, MARK
2025/03/13 13:16:13 : Bad Email not sent to AMARSHALL@AIMTRACCO.COM of PROGRESSIVE SOLUTIONS HOLDINGS INC
2025/03/13 13:19:01 : Total No of Contacts found for sending Email: 893
2025/03/13 13:19:01 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000110&sourceSystemType=gpr20>

03/13/2025 01:19:01 PM

[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.]

Planholders

Add Supplier

Export To Excel

Supplier (3)

Supplier 

Download Date

Dodge Data

03/13/2025

H & H Concrete Finishing

03/19/2025

Onvia, Inc. - Content Department

03/14/2025

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
25-164_ITB	Bid Document / Specifications	View History

**Administrative Services Committee Meeting**

Meeting Date: June 10, 2025

Department: Human Resources Department –

Presenter: Anita Rookard

Caption: For information only presentation regarding update on the Classification and Compensation Study (RFP 22-1550).

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 Classification and Compensation Study

Project Update

Classification Analysis

Job Description Development

Compensation and Benefits Survey

Anticipated Timeline (Compensation Market Data)

Anticipated Timeline (Salary Structure Development)

Classification Analysis

- ▶ Augusta Project team worked diligently to continuously encouraging participation at the department levels and those efforts have greatly assisted Segal.
- ▶ Department level classification structures were reviewed by 21 of the 34 department heads.
- ▶ Augusta HR is working with the final 4 departments to determine if they still may provide feedback.

Job Description Development

Augusta reviewed and provided feedback on the sample Job description.



Segal's job description writers will develop updated job description.



Compensation and Benefits Survey



Segal distributed the compensation and benefits survey to 13 peer organization on March 14th with due dates extended to April 4th.



Data was collected for all (13) organization (Excellent outcome).



Segal received (7) surveys completed by peer organization.



Segal completed surveys for (6) non-participating peers by researching benchmark matches using information provided by the peers.

Analysis of Compensation Market Data

05/29/25 Segal anticipates delivering a draft detailed market data report.

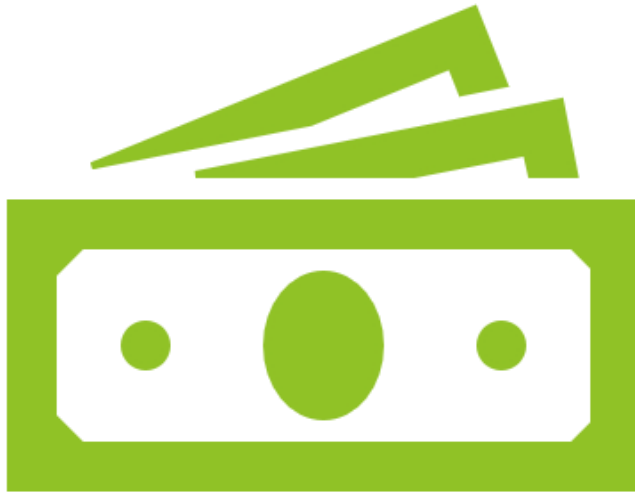


06/05/25 Augusta will review the draft detailed market data and provide feedback to Segal.



06/26/25 Segal send Augusta the updated detailed market data report for approval.

Salary Structure Development



- ▶ 07/24/25 Segal develops recommended salary structure/pay ranges. Segal recommends grade assignments for benchmark jobs and delivers workbook to Augusta for review.
- ▶ 08/12/25 Segal recommends grade assignments for non-benchmark jobs and delivers workbook for Augusta to review.
- ▶ 8/20/25 Augusta and Segal discuss pay grade assignments for all jobs and supporting recommendation rationale.

Implementation Costing

9/25/25 Segal presents recommended implementation plan based on placement of individuals in new pay grade/range including implementation cost for two costing models and delivers to Augusta for review.



10/02/25 Augusta and Segal meet to discuss two implementation models, associated costs and questions; Segal makes adjustments as needed.



10/10/25 Segal sends Augusta final salary structure recommendations for review and approval.

THANK YOU

Anita Rookard
Director of Human Resources

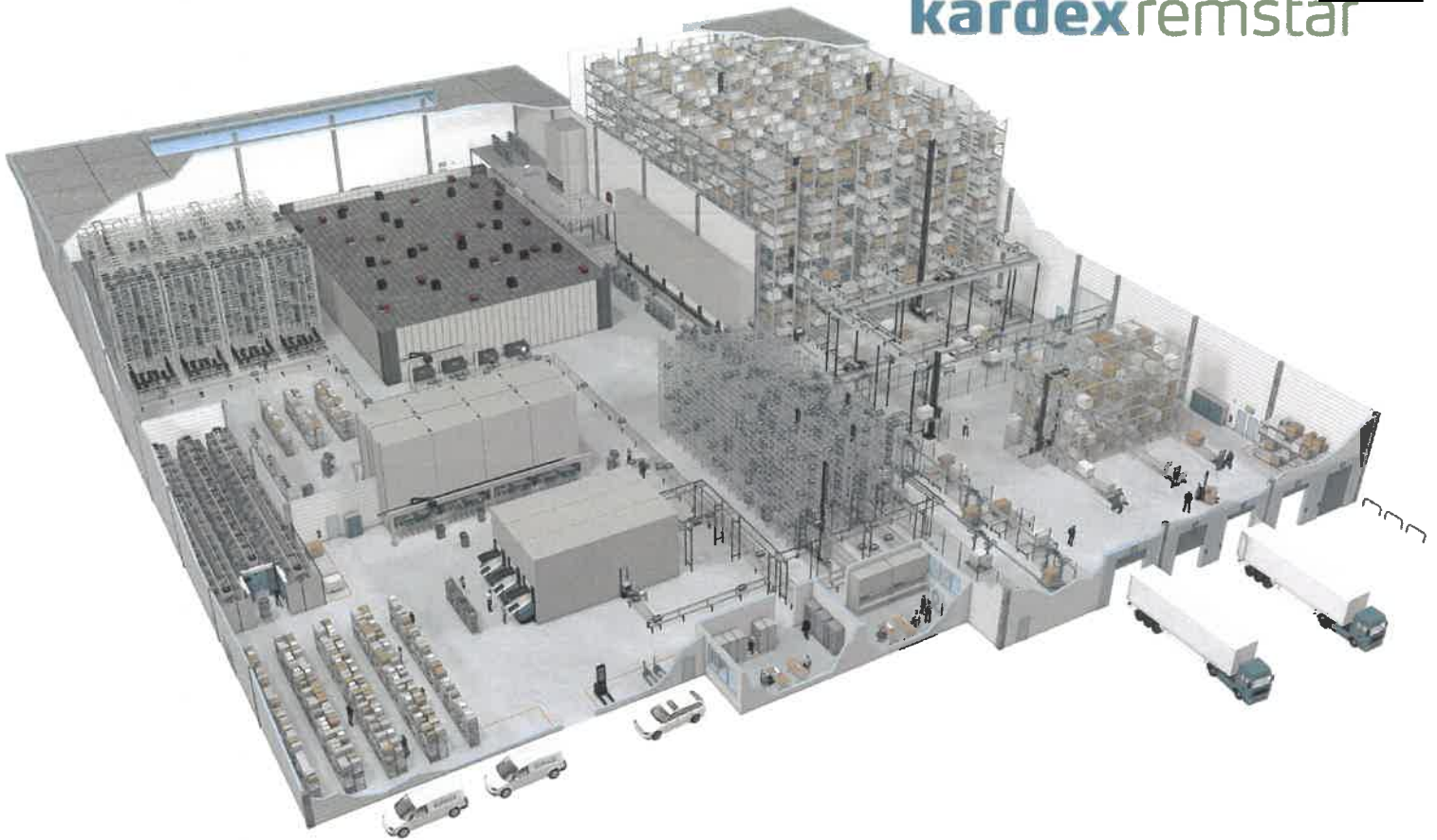


Administrative Services Committee Meeting

Meeting Date: May 13, 2025

Augusta Procurement Department

Department:	Augusta Procurement Department – Purchase of Kardex Remstar Megamat Office Vertical Carousel
Presenter:	Darrell White, Interim Director
Caption:	Motion to approve the purchase of one (1) Kardex Remstar Megamat Office Vertical Carousel in an amount not to exceed \$60,000.00 for the Augusta Procurement Department.
Background:	<p>The purpose of this project is to replace the Kardex Office Vertical Carousel machine currently in use by the Procurement Department.</p> <p>The current machine is over 20 years old and parts for the machine are no longer available. The machine is frequently inoperable due to its age, and it cannot be repaired. The machine is a necessity for the Procurement Department due to the large number of files that the department must keep on hand to carry out its day-to-day operations.</p> <p>Other Richmond County Departments have expressed a need for the same type of machine, as their machines are also 15-20 years old and frequently in need of repairs which can no longer be made due to the unavailability of the necessary parts.</p>
Analysis:	We have received a proposal from Kardex Remstar to replace our current machine. The price quoted is \$50,896.55 which includes installation, freight, and tariffs. The Vertical Carousel will be purchased through Sourcewell under Augusta-Richmond County's account.
Financial Impact:	The funds for the Vertical Carousel will be taken from the Augusta-Richmond County capital expenditures account.
Alternatives:	To deny.
Recommendation:	Recommend Approval.
Funds are available in the following accounts:	272016410-5423210
<u>REVIEWED AND APPROVED BY:</u>	N/A



Megamat Office Vertical Carousel Proposal for: City of Augusta

Procurement Department Filing Carousel

Date Prepared: 04 / 15 / 2025

Created by:

Robert Horton
Kardex Remstar, LLC
robert.horton@kardex.com
8644340049

Prepared for:

Darrell White
City of Augusta

City of Augusta
Attn: Darrell White
535 Telfair Street, Suite 605
Augusta, GA 30901

Subject: Procurement Department Filing Carousel

Thank you for your interest in our products and services. We are pleased to present a proposal for replacing the existing Lektriever vertical filing carousel. Below is a summary of the proposed Vertical Carousel (VC), along with detailed specifications and pricing included further in this proposal.

This revision addresses potential tariff charges that may apply to your purchase. As this is a variable situation, if a tariff surcharge does apply, we will only charge you for the actual costs incurred. We are working to source as many components as possible from within the U.S. to help mitigate the impact of tariffs; however, much of the carousel still needs to be sourced from our factory in Bellheim, Germany. Additionally, we have changed the freight terms to a "Not to Exceed" (NTE) amount of \$3,800.00, as shown on the pricing page. We feel confident in this NTE pricing based on the shipping costs our logistics department is currently observing. If the actual freight cost is less than the amount stated, we will invoice you for the actual amount.

We have removed the features pages from this proposal for brevity. The features are displayed in the previous version and remain the same with this offer.

This proposal is based on the Sourcewell contract we discussed. Please note that our marketing team has changed the name of the machine from Lektriever to Megamat. Rest assured, it is still the same machine, just under a new name.

Megamat Vertical Carousel, Model 125-1411S

Qty. 1

Overall Unit Size: 103.54" W x 47.32" D x 95.48" H

14 Legal lateral carriers for side tab folders

Carrier dimension: 89.37" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier

Total of 1,246 LFI Provided

Two-year parts & labor warranty

In addition to the carousel above, we are offering the option to remove the existing Lektriever, along with pricing for additional years of warranty, which can be extended to a total of five years.

This quotation is valid for three months from the date above. The Sourcewell and our standard payment and delivery terms apply, which you will find included in the proposal to follow. Your Sourcewell member number is 38869, assigned to Augusta Richmond County Consolidated Government.

We hope that our quotation meets your expectations. If you have any questions, please do not hesitate to contact our team at any time.

Regards,



Robert Horton
Area Sales Manager
Kardex Remstar, LLC

Table Of Contents

Scope & Supply

Pricing

Project Timeline

System Drawings / Layouts

Division of Project Responsibilities

Warranty Program

Terms & Conditions

TERMS & CONDITIONS

This document contains information that is proprietary to Kardex Remstar, and the customer identified herein. Reproduction and distribution of this document is restricted for exclusive use by the above named entitled. The information contained herein is subject to change without notice, and shall supersede information in similar documents produced for the above named entity. Warranties governing the suitability and contents, whether expressed or implied, are limited to use of this document in the manner in which it is intended, as described herein. Kardex Remstar makes no warranties for consequential or incidental damages connected with the furnishing and use of this material.

Scope & Supply Pricing

Quote/Proposal ID #: 649531 Augusta Procurement

Name	Price	QTY	Discount	Subtotal
Lektirever Vertical Carousel Model: 125-1411S <ul style="list-style-type: none"> Overall Unit Size: 103.54" W x 47.32" D (+11.82"D for stainless steel work counter) x 95.48" H 14 Legal lateral carriers for side-tab folders Carrier dimension: 89.37" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier T0 Controller Located in Work Counter Access Opening Light-LED Manual Handcrank for emergency access during power outage Mechanically Adjustable Work Counter with Light Gray Top 110V @ 16A Single Phase Power 1,246 LFI Provided Per Unit Two-year parts & labor warranty 	\$54,847.00	1	-\$21,527.45	\$33,319.55
Mechanical Equipment Installation <ul style="list-style-type: none"> Includes all equipment and labor to unload, stage, and install the above carousel Three (3) Preventative Maintenance visits on six month intervals included 	\$13,777.00	1	\$0.00	\$13,777.00

\$47,096.55

Optional Items (Not Included In Pricing Unless Box is Checked)

<input type="checkbox"/> Tear out and removal of existing Lektirever Carousel <ul style="list-style-type: none"> Removal of carousel from building The removal is to be performed at the same time as the installation of a new VC Does not include the unloading, storage, or loading of materials within the carousel 	\$5,907.00	1	\$0.00	\$5,907.00
<input type="checkbox"/> Additional Year of Warranty <ul style="list-style-type: none"> Must be ordered with machine Includes two (2) preventative maintenance visits per year Priced per year; Three year extension of standard warranty limit 	\$3,998.00	1	\$0.00	\$3,998.00

\$0.00

Subtotal \$47,096.55

Freight (Not to exceed) \$3,800.00

Total \$50,896.55

Exceptions/Limitations/Disclaimers/Clarifications

- Mechanical and electrical installation to be non-union unless otherwise specified.
- Delay of work due to site obstructions, lack of electrical power, etc. could result in additional charges.

Delivery Schedule

All equipment will be scheduled to ship 16-19 weeks after receipt of purchase order.

Invoicing, Freight & Payment Terms

All freight is F.O.B. Factory (Westbrook, ME US) Pre-Pay & Add Actual Costs

Standard terms: Net 30 day payment terms

All above pricing is good for 90 days.

Prices and terms are not subject to verbal changes unless approved in writing by the seller.

Should the buyer cancel before completion, he will assume responsibility for all work performed prior to receipt of written cancellation.

Terms inconsistent with those stated therein which may appear on the purchaser's formal order will not be binding to the seller.

Please see our full terms and conditions in the Appendix section for more details.

TAXES

The prices given do not include any Federal, State, or local taxes based upon or measured by sales or use. Taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment.

GOVERNMENT IMPOSED TARIFF'S

On April 3, 2025, the US Government implemented tariffs that will increase the landed cost of Kardex Remstar products. The newly imposed tariffs will impact all products manufactured in Germany. These tariffs are collected upon entry into the United States.

The following tariffs are being monitored:

Effective April 5th, 2025 a government-imposed baseline tariff of 10% on finished goods.

Effective April 9th, 2025 a government-imposed reciprocal tariff of 20% (total) on finished goods.

***NOTE: The reciprocal tariff is currently paused for 90 days from April 9th, 2025 by the US Government but is subject to change again without notice.**

However difficult, these unprecedented government-imposed tariffs constitute circumstances beyond our control and necessitate an additional fee for the tariff cost in order to maintain our quality standards and service levels. Due to these circumstances beyond our control, Kardex Remstar will be adding a tariff adjustment to any final invoices for new equipment and spare parts.

We will continue to monitor developments regarding these tariffs, and should the situation change, Kardex Remstar will make the appropriate adjustments as needed. If a tariff is not charged on your goods by the US Government a tariff adjustment **WILL NOT** be made on any invoicing.

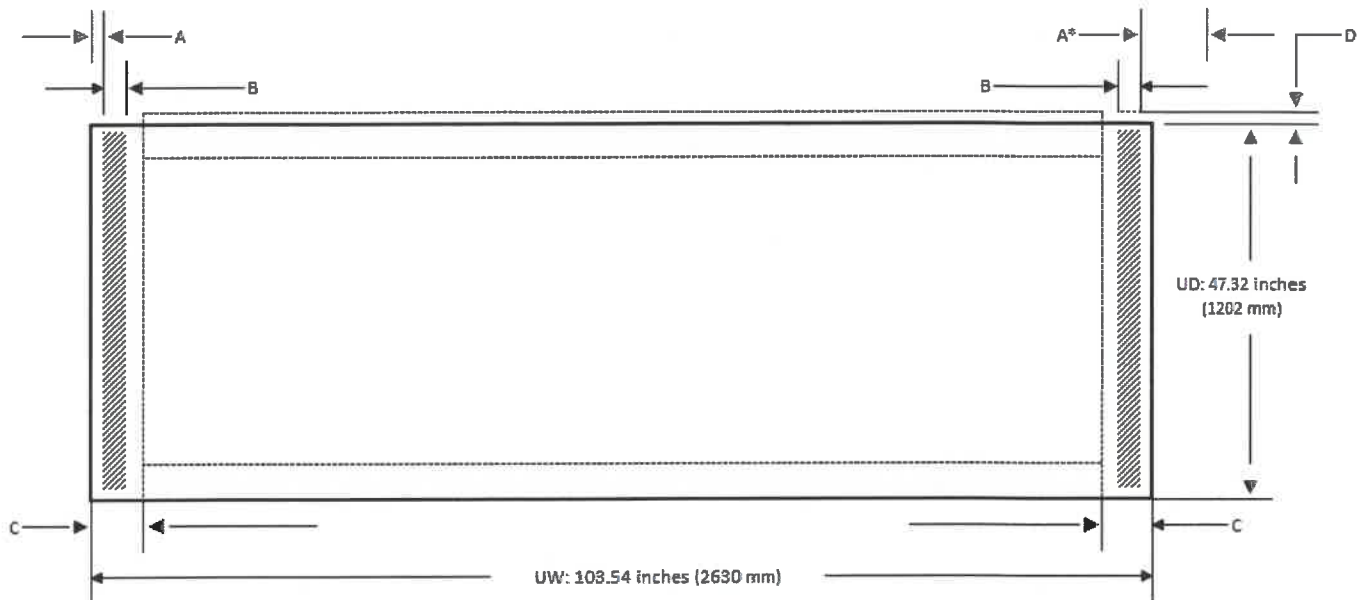
We value your continued partnership and appreciate your understanding as we navigate the evolving economic landscape.

Project Timeline

Milestone	Approximate Time To Complete
Product Delivery (After Receipt of Order)	16-19 Weeks
Equipment Installation Per Unit	1 Week
Operator Training	W/Installation
Estimated Total Weeks Until Project Completion	17-20 Weeks

kardexremstar		AUGUSTA PROCUREMENT						
Kardex Megamat 125 VCM		Equipment Specifications						
Overall Unit Specifications:								
Base Unit includes lockable bi-parting door (unless automatic door has been chosen), dust cover/top, all safety circuits, safety light curtain, emergency stop left & right side, touch bars (upper and lower), motor, manual handcrank, electronics and TUV label.								
Quantity of Carousels	:	1						
Model Number	:	125-14115						
Overall Unit Width	:	103.54 inches (2630 mm)						
Overall Unit Depth (without posting board)	:	47.32 inches (1202 mm)						
Work Counter (posting board) Depth	:	11.02 in. (280 mm)						
Overall Unit Height	:	95.48 inches (2425 mm)	Minimum Ceiling Height: 96.27 inches (2445 mm)					
Unit Weight Empty (includes carrier weight)	:	2461 lbs.						
Unit Weight - Fully Loaded	:	5863 lbs.	*Important Note: Unit may fit in an 8'H room with a dropped ceiling and/or dust cover not installed. With shimming and/or a hard ceiling, unit will be too tall.					
Max. Total Load (including carrier dead weight)	:	4070 kg (8,973 lb)						
Top Tolerance at Balanced Load	:	+/- 15mm (.059")						
*Units can be placed side by side, or back to back. When a unit is to be installed through a ceiling or in a niche, free space of approximately 1.2" (30 mm) is required all around the unit.								
Average Floor Load (based on Unit weight-fully loaded)	:	1.2 lbs./in² (172.32 lbs./ft²)						
Supporting contact surface	:	130.5 in² /842 cm²						
Dynamic Unit Weight (Newtons)	:	35,220						
Dynamic Floor Load Bearing Capacity	:	1.62 lbs./in² (233.28 lbs./ft²)						
Maximum Imbalance Load	:	300 kg (660 lbs)						
Cycle Speed	:	7.0 inches / second						
Average Access Time (1/4 carousel revolution)	:	5.5 seconds						
Color Selection (Endframes)	:	Standard-Light Gray						
Color Selection (Panels)	:	Standard - Silver Fir Blue						
Noise Level	:	< 60 db(A)						
Access Opening Information:								
Work Counter Type & Height	:	Mechanically Adjustable Between 30.31 in. and 39.37 in. (770mm and 1000mm)						
Work Counter Finish	:	Standard Light Gray Finish						
Door Type	:	Standard Manual Bi-parting Door w/Keylock						
Opening Clear Height	:	Maximum of 29.25 in. (743mm) or Minimum of 19.41 in. (493mm)						
Access Lighting	:	Full Width Light Above Access Opening						
Power & Controls:								
Power Supply	:	110 Volt /1-60 Hz						
Drive, Gear Motor	:	AC - Gear Motor - 1.5 kva						
AMP Draw	:	16 AMP	Breaker Size: 20*					
Average Power Consumption	:	2.0 KVA	*Cannot be wired to a breaker or outlet that uses a GFI circuit.					
Control	:	T0 Control						
Controller Location	:	Work Counter/Table						
E-Stop	:	Included Left & Right Side of Access Opening						
Emergency Service Switch	:	Included						
Computer Interface	:	No						
Imbalance Detection	:	Imbalance Detection Module Included						
Standard Safety Features								
Expanded Error Indicator	:	Upper and Lower Mechanical Safety Bars (Doors)						
Safety Light Curtain	:	Safety Switches for Lower Front Access Panel and Hand Crank Opening						
E-Stop Left & Right Side	:	Emergency Service Switch						
Standard Features Included in Base unit								
Electronics Located in the Bottom Access Panel	:	Top Dust Cover						
Hand Crank for Installation of Carriers and Service	:	Access for Service from Front						
Additional Features and Options								
Plastic Carrier Dividers, (2) Packs of 35								
Carrier Specifications:								
Carousels's Carrier Configuration		Specifications Per Carrier						
	Qty	Clear Height	Clear Width	Clear Depth	Max. Capacity	*Avg. Capacity	LFI Per Carrier	Total LFI Per Carrier Style
Letter Lateral Carrier w/4 fixed dividers & BRF	:							
Legal Lateral Carrier w/4 fixed dividers	: 14	10.23	89.37	15.19	242 lbs.	242 lbs.	89	1246
Letter Tray Carrier w/4 fixed dividers- Top Tab Trays	:							
Special Letter Hanging Tray Carrier w/4 fixed dividers	:							
Legal Tray Carrier w/4 fixed dividers- Top Tab Trays	:							
Legal Tray Carrier w/4 fixed dividers- Hanging Trays	:							
Carrier with 60 deg.Lip	:							
	:							
	:							
	:							
Letter File Drawer Carrier (3+4 Configuration)	:							
Legal File Drawer Carrier (3+2 Configuration)	:							
Letter Hanging Frame Carrier (3+3 Configuration)	:							
Legal Hanging Frame Carrier (2+3 Configuration)	:							
Total Linear Filing Inches (LFI) for 1 unit(s)	:	1246	Multimedia Carriers/Drawers are not included in Total LFI calculation					
(Does not include carriers with additional shelves or drawers)		*Avg. capacity is based on a unit configured with one carrier type.						

System Drawings / Layouts

kardexremstar*Kardex Megamat 115/120/125 VCM Layout*

MODEL	Supporting Unit surface (Weight Loading)**		UNIT DEPTH	A	A*	B	C	(Rear Panel Offset)
	cm ²	inches ²						D
115	647	100.28	mm	925	4.5	51.5	35	120
			inch	36.42	0.18	2.03	1.38	4.72
120	808	125.24	mm	1155	4.5	51.5	35	120
			inch	45.47	0.18	2.03	1.38	4.72
125	842	130.5	mm	1202	4.5	51.5	35	120
			inch	47.52	0.18	2.03	1.38	4.72

Configured Model: 125-14115

Dynamic Unit weight (Newtons) = unit mass x 9.81 x dynamic coefficient (1.35)

Unit mass (kg.) = (Unit Weight empty) + No. of carriers x (carrier load + carrier dead weight)

Unit mass (kg.) : 2659

Newtons = 35,220

** Only when weight loading surface is completely in contact with floor (a plain surface).

Reactions of the support: If dynamic forces (brakes) have to be taken into account, please consult factory.

kardexremstar

Division of Project Responsibilities

Responsibility	Kardex Remstar	Customer
Provide a designated project manager, with authority to authorize changes or system modifications	X	X
Provide facility drawings for system engineering purposes		X
Prepare system layouts for customer approval prior to commencing manufacturing	X	
Prepare Installation drawings for Customer approval	X	
Coordinate equipment and software installation and testing	X	X
Provide electrical specifications to customer's electrician	X	
Provide power drops to base of units to specifications		X
Provide adequate power outlets for installation and general use		X
Provide internet access and voice telephone line for installation and continuing support services (if applicable)		X
Provide clear equipment staging area(s)		X
Provide fork lift (of suitable size) and other equipment required for installation	X	
Unload equipment from trucks and stage near installation area	X	
Provide dumpster for installation materials		X
Uncrate materials for installation, dispose of packaging materials & broom clean installation area daily and at completion of installation activity	X	
Mechanical and Electrical installation of equipment	X	
Perform sub-system testing to ensure all equipment runs according to product specifications	X	
Perform software testing to ensure it meets specifications	X	
Perform detailed acceptance testing of the entire system	X	X
Train personnel in electromechanical operations and general maintenance	X	
Train personnel in software operations and troubleshooting	X	
Provide a materials (parts) list for data import (if applicable)		X
Host Integration Services and data mapping between two systems (if applicable)	X	X
Provide documentation including online help and user's manuals	X	
Database Maintenance and Daily Backups (if applicable)		X
Provide IT hardware including Networks, Switches, Servers, PCs, Printers, Scanners, Wireless Devices, etc. (if applicable)		X

Warranty Program

Megamat 115/120/125 Lateral File Vertical Carousel

Warranty Statement

Kardex Remstar warrants all new Megamat 115/120/125 to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its vertical carousels. Megamat 115/120/125's are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

Extent of Coverage

This warranty pertains to all Kardex Remstar Megamat 115/120/125's. This warranty is limited to the original purchaser of equipment and is not transferable.

Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.
6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent or LED bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.**

Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

* While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

** Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

Terms & Conditions

Contract#: 110923-KRS
 Category: Storage
 Description: Storage and Retrieval Products
 Contract Date: 12/29/2023 - 12/29/2027

Please make orders out to:
 Kardex Remstar, LLC
 Attn: Sourcewell Order Entry
 41 Eisenhower Drive
 Westbrook, ME 04092
 Phone: 662-582-7295
 Fax: 740-236-1525

*Please reference contract #110923-KRS on all PO's.



CUSTOMER INFORMATION FOR ORDERING ACTIVITIES:

1. Minimum Order: \$50.00 Net

2. Discounts from List Price (Discounts are applied to the product list price (before freight or any applicable taxes are added):

Product Type – Automated Equipment:
 Lektriever, Megamat Vertical Carousel, Shuttle XP Vertical Lift

Applicable Discount - 39.25% Discount

Product Type – Inventory Software:
 Power Pick System Inventory Tracking Software

Applicable Discount - 10% Discount

Product Type – TC Storage Products (Non-Automated):
 Office Products, L & T Shelving and Drawers, Warehouse Shelving, Logic
 Shelving, Workbench and Shop Equipment, Technical Workstations, &
 Metal Lockers

Applicable Discount:
 Order Value \$0 - \$50,000- 36% Discount
 Order Value \$50,001 and up - 40% Discount

Product Type – FM Locker Products (Non-Automated):
 Phenolic Lockers

Product Type – ASP Storage Products (Non-Automated):
 Mobile, QUIK-LOK®, Side to Side, Wood-Tek™, Times 2, & Wire Shelving

Applicable Discount:
 Order Value \$0 - \$50,000- 28% Discount
 Order Value \$50,001 - \$100,00 - 32% Discount
 Order Value \$100,001 and up - 34% Discount

3. Payment Terms: Net 30 days,

a. Prompt Payment Discount Of 1% -10 days (Discount Not Applicable On CC Orders)

4. Credit Card accepted: 2.75% handling fee per transaction will be assessed.

5. Time of Delivery:

a. Storage Products: 30-45 days after receipt of order unless otherwise noted

b. Automated Equipment: 90-120 days after receipt of order unless otherwise noted

6. Freight Not Included. Please contact for a freight quote.

a. Storage Products FOB: Dickson, TN, Chicago, IL, or Murrieta, CA depending on product

b. Automated Equipment FOB: Westbrook, ME or Columbia, SC depending on product

7. Payment Address: Kardex Remstar, LLC, TD Banknorth, N.A., P.O. Box 9540, Portland, ME 04112

8. Maintenance and Repair: Contact For Pricing.

9. Installation:

a. Automated equipment will require installation by a factory certified technician, please contact us for an installation quote for your area.

b. Most non-automated storage products within this catalog can be assembled by the end user. If professional assembly is required as denoted by product (High Density Mobile Product) please contact us for an installation quote by an authorized installer in your area.

10. Repair Parts: Contact For Pricing.

11. Service and Distribution Points: Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.

12. Participating Agents (Dealers): Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.

13. Reconfiguration and Relocations: Contact For Pricing.

Ordering instructions

**FSC Group 36
CAGE #69785
DUNS 00-255-5654
Federal ID #27-384-6558
NAICS #s 33721 & 333922**

**Automated Storage & Retrieval Systems
Lektriever ELF's; Vertical Carousels & VLMs**

All orders against Kardex Remstar, LLC Sourcewell Contract are to be made out to Kardex Remstar, LLC as shown below:

Kardex Remstar, LLC
Attn: Sourcewell Order Entry
41 Eisenhower Drive
Westbrook, ME 04092

*Please reference contract #110923-KRS on all PO's.

TERMS & CONDITIONS

These Terms and Conditions ("T&C") are structured as follows:

- **Part A (general provisions)** applies to all transactions, except where a provision of the applicable parts B and C contains deviating regulation (other than merely adding further details), which then takes precedence;
- **Parts B and C** contain the applicable specific provisions for supply of products and software programming services with or without installation (Part B), and individual service orders and service contracts (Part C);

These T&C are provided in English. Translations of these T&C into other languages are solely for convenience and are not legally binding.

A. General Provisions

1. Scope of the T&C

1.1. These T&C apply to all transactions between Kardex Remstar, LLC ("KARDEX") and City of Augusta ("Buyer") named in the attached Proposal (ID #649531 Augusta Procurement) ("Proposal"), and individual service orders and service contracts (if applicable), the special letter/standard acceptance form, the Estimated Delivery Confirmation, and the Invoice (collectively, the "contract"), unless expressly otherwise agreed in writing. In the event of any conflict between the terms of this T&C and any other agreement or document executed by the parties, the terms of this T&C shall control.

1.2. On acceptance of the Proposal by the Buyer, these T&C are deemed to be acknowledged and agreed, and will also apply for future transactions with the Buyer.

1.3. Any deviating, contradictory or supplemental terms and conditions of the Buyer apply only if expressly accepted by KARDEX in writing.

1.4. Any amendments of and additions to the contract must be made in writing. All agreements and legally binding declarations of the parties require written confirmation by KARDEX.

1.5. The version of the T&C current at the time of the Proposal applies. In the case of continuing contractual relationships, the draft of the amended T&C will be sent to the Buyer in writing no later than one month before the proposed date of their entry into force. The Buyer is deemed to have given its consent to the amendments if it has not rejected them by the planned date for entry into force. The amended T&C will then apply to any further transactions between the parties.

1.6. The general provisions of these T&C (Part A) apply to all transactions and legal relations between the parties unless otherwise stated in the specific provisions (Parts B and C) or agreed in writing.

1.7. The term "Product(s)" used in Part A is individually defined for each of Parts B and C. The meaning of this term in Part A shall therefore have the meaning as defined in the applicable Part B and C.

1.8. The phrase "KARDEX Related Parties" means KARDEX, its directors, officers, shareholders, managers, members, owners, attorneys, employees, affiliates, licensors, agents, vendors, suppliers, subcontractors, subsidiaries, partners, successors and/or assigns.

1.9. Any prevention, delay, impediment or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain (or delays in obtaining) services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, supply chain issues, viruses, illness, pandemics, epidemics, adverse weather, emergencies and other

4.3. In the event of Buyer default, KARDEX is entitled to withdraw from the contract and claim back any Products already supplied and/or enter the site

causes beyond the reasonable control of the party obligated to perform, (collectively, "Force Majeure"), shall excuse the performance of such party for a period equal to any such prevention, delay, impediment or stoppage; provided, however, that the foregoing provisions do not apply to the payment obligations of Buyer.

1.10. This contract constitutes the full and complete integrated agreement between the parties, thereby superseding all previous discussions, communications, agreements or commitments between the parties, whether oral or written, concerning the subject matter of this contract. The parties further agree that no verbal or other statements, discussions, representations or impressions have been made or relied upon by either party, and that no waiver, alteration or modification of any of the provisions of this contract or cancellation or replacement of this contract shall be valid and binding unless in writing and signed by both parties and made a part of this contract. Further, the parties agree that the invalidity or unenforceability of any provision(s) hereof shall in no way affect the validity or enforceability of any other provision(s). KARDEX shall be entitled to recover all attorneys' fees and expenses incurred by it in the enforcement of this contract. The terms of this contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

2. Offers from KARDEX

2.1. Unless expressly otherwise agreed, offers from KARDEX are non-binding; otherwise, the offers are valid for 60 days. A statement by the Buyer is deemed to be an acceptance only if it is fully consistent with the KARDEX offer.

2.2. A contract is only validly concluded if KARDEX (i) confirms the order in writing or (ii) starts to perform the contract by delivering the Products or by rendering the service.

2.3. Under no circumstances shall silence by KARDEX with respect to a counter-offer from the Buyer be construed as a declaration of acceptance.

2.4. The documents relating to offers and order confirmations, such as illustrations, drawings, and weight and measurement details, are binding only if this has been expressly agreed in writing. Unless otherwise agreed in writing, brochures and catalogues are not binding.

3. Provided Documents

Each party retains all rights to plans and technical documents that it has provided to the other party. The receiving party acknowledges these rights, and shall not make such documents available, in full or in part, to any third party without the prior written consent of the other party, or use them outside of the scope of the purpose for which they were provided for. This also applies after termination of the business relationship as well as in the event that no contract is concluded between the parties.

4. Prices and Payment Conditions

4.1. Unless otherwise agreed in writing or specified in the subsequent specific provisions, invoices from KARDEX are payable within 30 days net from the invoice date, without any deduction. Advance and prepayments are payable within 10 days from the invoice date without any deduction.

4.2. A Buyer failing to pay by the due date is in default without a reminder, and KARDEX is entitled to charge monthly default interest in the amount of 1%, except where a different default interest rate has been specified in the contract or in the offer.

claims from product liability under product liability laws to the extent these laws are mandatory to the legal relationship between the parties.

and render Products unusable. In addition, KARDEX is also entitled to claim direct damages and/or provide outstanding deliveries or services only against advance payment or the provision of collateral, or suspend the provision of services under other orders or service agreements for which payment has already been made.

4.4. If KARDEX becomes aware of circumstances casting doubt on the solvency of the Buyer, KARDEX shall have the right to demand full payment in advance or the provision of collateral.

5. Set-off and Assignment

5.1. Buyer is not permitted to make a claim for any set-offs except as provided in this T&C.

5.2. Claims of the Buyer against KARDEX may be assigned only with consent from KARDEX.

5.3. The transfer of any rights and obligations under or in connection with a contract between the parties is permitted only with the other contracting party's written consent.

6. Limitation of Liability

6.1. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL KARDEX OR KARDEX RELATED PARTIES BE LIABLE, WHATEVER THE LEGAL BASIS FOR THE CLAIM, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF CAPACITY AND DATA INCLUDING THEIR CONSEQUENCES, LOSS OF USE, LOSS OF ORDERS, DAMAGE TO REPUTATION, LOSS OF REVENUE OR PROFITS, LOSS ARISING FROM DELAYS, LOSS OF DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, ARISING OUT OF, BASED ON, OR RESULTING FROM THESE T&C OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE PRODUCTS, EVEN IF KARDEX OR KARDEX RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. IN NO EVENT SHALL KARDEX'S OR KARDEX RELATED PARTIES' AGGREGATE LIABILITY UNDER THESE T&C OR OTHERWISE WITH RESPECT TO THE SPECIFIC PRODUCTS AND SERVICES PURCHASED HEREUNDER EXCEED THE AMOUNTS PAID TO KARDEX BY BUYER, FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6.3. IF KARDEX OR KARDEX RELATED PARTIES UNLAWFULLY AND CULPABLY DAMAGE PROPERTY OWNED BY THE BUYER, KARDEX'S AND KARDEX RELATED PARTIES' LIABILITY FOR DAMAGES TO PROPERTY SHALL BE LIMITED TO \$500,000.00.

6.4. The contractual and non-contractual liability of KARDEX and KARDEX Related Parties is also excluded for damages which are due to (i) incorrect information about operational and technical conditions or about the chemical and physical conditions for the use of the products provided by the Buyer, auxiliary persons and/or advisors of Buyer, or (ii) other actions or omissions of the Buyer, its auxiliary persons, advisors or third parties or other circumstances within the responsibility of the Buyer.

6.5. The above limitations and exclusions of liability do not apply (i) in cases of injury to life, body or health, (ii) in cases of willful misconduct or gross negligence on the part of KARDEX or KARDEX Related Parties, and (iii) for

6.6. If third parties are injured by the Buyer's actions or omissions or if objects of third parties are damaged or third parties are otherwise damaged and KARDEX is held liable for the same, KARDEX has a right of recourse against the Buyer, and such claims are covered by the indemnification provisions of section A.15 hereof.

7. Intellectual Property

7.1. The Buyer may not use the intellectual property of KARDEX (in particular technical protective rights, brands and other signs, designs, know-how, copyright to software and other works) for any purposes other than those expressly agreed between the parties.

7.2. Without the express permission of KARDEX, the Buyer may not transfer or otherwise provide KARDEX Products to third parties without the attached brands.

7.3. Where KARDEX supplies software to the Buyer, the Buyer only acquires a simple, non-exclusive and non-transferrable right of use. The Buyer is not granted any right to edit the software.

8. Data Protection

8.1. The protection of personal data is an important priority for KARDEX. KARDEX and the Buyer undertake to comply at all times with the applicable legal provisions on data protection. In particular, the Buyer assures that KARDEX is permitted to use personal data provided to them by the Buyer in accordance with this section A.8. and indemnifies and holds KARDEX fully harmless from any claims by the persons affected.

8.2. KARDEX collects, processes and uses the Buyer's personal data for the performance of the contract. The Buyer's data will further be used for the purposes of future Buyer service, in which context the Buyer has the right to object in writing at any time. In addition, the Buyer's machines and operational data may be used and evaluated in anonymized form and user information on the Buyer's employees may be used in pseudonymized form for diagnosis and analysis purposes, and in anonymized form for the further development of KARDEX products and services (e.g. preventive maintenance). All data deriving from such analysis and diagnosis shall belong to KARDEX and may be freely used by KARDEX.

8.3. The personal data of the Buyer will only be passed on to other companies (e.g. the transport company entrusted with the delivery) within the scope of contract processing and the provision of information technology and other administrative support activities. Otherwise, personal data will not be passed on to third parties. KARDEX ensures that companies that process personal data on behalf of KARDEX comply with the applicable legal provisions on data protection and that a comparable level of data protection is guaranteed, especially in the case of transfer abroad.

8.4. The Buyer may contact KARDEX free of charge with any queries regarding the collection, processing or use of its personal data.

8.5. When using web-based products of KARDEX (such as Buyer portal, remote portal) personal data will be recorded. The collection, processing and use of such data can, upon Buyer's request, be governed by a separate data processing agreement.

9. Confidentiality

9.1. Each of the parties undertakes to keep confidential all trade secrets and confidential information brought to their knowledge by the other party, in particular, all information on Buyer relationships and their details, other important information such as plans, service descriptions, product specifications, information on production processes and any other confidential information made available to it and/or otherwise disclosed by the other party

in written or other form, and, in particular, not to make direct or indirect use thereof in business dealings and/or for competitive purposes, and/or pass it

arbitrators in commercial disputes promulgated by the AAA. Each party shall appoint an arbitrator, obtains its appointee's acceptance of such appointment,

on to third parties in business dealings and/or for competitive purposes, and/or otherwise bring it directly or indirectly to the attention of third parties, either itself or through third parties.

9.2. The confidentiality agreement does not apply where the information is publicly known, was already known to the other party when received, has been made available by third parties without any breach of a party's confidentiality obligation, or whose disclosure is mandatory under legal provisions, official orders or court orders, in particular judgments. The party wishing to invoke these exceptions bears the burden of proof in this regard.

9.3. The parties will place all persons whose services they use for providing services or who otherwise come into contact with confidential information as per section A.9.1 under a confidentiality obligation in accordance with sections A.9.1. and A.9.2.

10. Severability

If any provision of the contract, including these T&C, are or become fully or partially unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity and the remaining provisions of the contract or the T&C, respectively, shall continue to be binding and in full force and effect. Such unenforceable or invalid provision shall be replaced by such a valid and enforceable provision, which the parties consider, in good faith, to match as closely as possible the invalid or unenforceable provision and attaining the same or a similar economic effect.

11. Office Hours

Office hours are the usual working hours (Monday - Friday, 9:00 a.m. - 6:00 p.m.), with the exception of the public holidays at the registered office of KARDEX.

12. Arbitration, Class Action Waiver, and Jury Waiver

12.1. KARDEX and Buyer agree that all claims and disputes (whether contract, tort or otherwise), including all statutory claims and disputes, arising out of or relating to the contract or relationship between the parties and/or these T&C, including their construction, validity, binding effect, breach, termination or rescission, shall be resolved by binding arbitration on an individual basis, except that KARDEX and Buyer are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. There will be no jury, the case will be heard before an arbitration panel, not in a court and arbitration shall be the sole and exclusive remedy. The arbitration shall be individual, not a class, collective or group arbitration proceeding. The arbitration proceeding shall be administered in Indiana, unless the arbitration panel decides it should be administered in Delaware. All disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of this provision) shall be decided by the arbitration panel, except as expressly provided below.

12.2. Arbitration Rules.

The Federal Arbitration Act, including its procedural provisions, govern the interpretation and enforcement of this dispute-resolution provision, and not state law. Either KARDEX or Buyer may commence the arbitration process by submitting a written demand for arbitration with the American Arbitration Association ("AAA"), and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Arbitration Rules in effect at the time of submission of the demand for arbitration, except to the extent those rules conflict with these T&C. Arbitration will be conducted before a tribunal composed of three neutral arbitrators each of whom shall sign an oath agreeing to be bound by the codes of ethics for

and deliver written notification of such appointment and acceptance to the other party within 30 days after delivery of the written demand for arbitration. The two persons so selected as arbitrators shall select a third arbitrator within 30 days of their appointment. Each arbitrator shall be a practicing lawyer or retired judge and have experience relating to commercial disputes. The AAA Rules and filing forms are available online at www.adr.org. Except as may be required by law as determined by the arbitration panel, no party or arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitration award may be confirmed, modified, or vacated, and judgment entered, by any state or federal court having subject matter jurisdiction sitting in the state of Delaware.

12.3. Fees.

Unless the arbitration panel orders otherwise, the parties must share arbitration costs equally, including the arbitrators' fees and expenses. Each party must pay its own expenses and attorneys' fees.

12.4. Authority of Arbitrators.

The arbitration panel will decide the jurisdiction of the arbitration and the rights and liabilities, if any, of KARDEX and Buyer. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitration panel will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitration panel will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to a party under law, the AAA's Commercial Arbitration Rules, and these T&C. The arbitration panel will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculations of any damages awarded. The arbitration panel has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitration panel is final and binding on KARDEX and Buyer.

12.5. Waiver of Jury Trial.

KARDEX AND BUYER WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. With respect to any issue which is not subject to arbitration, KARDEX and Buyer each waive any right to a trial by jury in any action or proceeding to enforce or defend any rights (a) under this T&C or under any amendment, instrument, document or agreement delivered or which in the future be delivered in connection herewith, or (b) arising from any contemplated transactions in connection with this agreement or their relationship.

12.6. Waiver of Class or Consolidated Actions.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE BUYER OR ENTITY CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER BUYER OR ENTITY. Notwithstanding any other provision in these T&C or AAA's Commercial Arbitration Rules, disputes regarding the interpretation, applicability or enforceability of this waiver may be resolved only by the arbitration panel. If this waiver or class or consolidated actions is deemed invalid or unenforceable, neither Buyer nor KARDEX are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in sections A.12 and A.13 hereof.

12.7. Right to Waive.

Any rights and limitations set forth in section A.12 hereof may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of section A.12 hereof.

12.8. No opt outs.

representations (whether oral, written, express or implied), suppression of information, or failure to disclose information of any kind by Buyer or

To the extent permitted by law, Buyer waives any statutory or other right to opt out of these mandatory arbitration provisions.

12.9. Arbitration Agreement Survival.

These Arbitration provisions will survive the termination of Buyer's relationship with KARDEX.

12.10. Exclusive Venue.

To the extent that these T&C or applicable law allow KARDEX or Buyer to initiate litigation in court to resolve issues that are not subject to arbitration, including, without limitation, whether to vacate or enforce an arbitration award, KARDEX and Buyer agree that all claims and disputes not covered by these arbitration provisions arising out of or relating to the T&C will be litigated exclusively in the United States District Court for the District of Delaware. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Courts of Kent County, Delaware. KARDEX and Buyer consent to the personal jurisdiction of both courts.

13. Choice of Law.

These T&C and the entire legal relationship between the parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to applicable principles of conflicts of laws.

14. Limitation of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS STATED IN THE WARRANTY PROVISIONS OF THIS T&C (SECTIONS B.6 and C2.6), KARDEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS (INCLUDING ANY OTHER PRODUCTS) AND SERVICES PROVIDED BY KARDEX, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND KARDEX DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. KARDEX NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE ANY WARRANTY APPLICABLE TO A PRODUCT OR SERVICE, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING ANY PRODUCT OR SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN SUCH AN EVENT, SUCH EXCLUSION AND LIMITATION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AND THE DURATION OF ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTY PROVISIONS OF THIS T&C.

15. INDEMNIFICATION.

Except to the extent of any gross negligence or willful misconduct of KARDEX, Buyer shall indemnify, defend and hold harmless KARDEX and KARDEX Related Parties, from and against any and all claims, demands, losses, damages, costs, expenses or other liabilities (including, without limitation, attorneys' fees, litigation expenses and amounts paid in settlement) which may be suffered or incurred by any of them as a result of any claim, demand, suit, proceeding or cause of action arising in any manner from: (i) any acts or omissions by Buyer or its representatives, arising out of or relating to Buyer's purchase, handling, transportation, export, re-export, re-transfer, import, possession, use, demonstration, marketing, sale, disposition, distribution or maintenance of Products; (ii) any statements,

its representatives with respect to Products or Individual Services different or in addition to the applicable Product or Service warranty provided by KARDEX; (iii) the improper use or disclosure of KARDEX's or KARDEX Related Parties' intellectual property, including trademarks, patents, copyrights and proprietary marketing and business systems information; (iv) any intentional misconduct or negligent act or omission of Buyer, its employees or agents; (v) any contractual obligation assumed by Buyer toward any third-party; (vi) any misuse or modification of Products by Buyer or its employees or agents; or (viii) Buyer's failure to comply with any law applicable to these T&C or the performance of Buyer's obligations hereunder.

B. Specific Provisions for Deliveries

1. Delivery

- 1.1. The subject-matter of delivery contracts is the delivery of systems, machines and/or software products and individually customized software in accordance with the specifications in the order confirmation handed over to the Buyer by KARDEX (each individually or collectively "Product(s)").
- 1.2. Only the characteristics listed in the order confirmation are guaranteed features. Public statements, promotions and advertisements do not constitute guaranteed features of the Products. It is the Buyer's responsibility to assess whether or not the ordered Products are suitable for their intended purpose.
- 1.3. Any quality guarantees in addition to features guaranteed in the order confirmation must be confirmed by KARDEX in writing.
- 1.4. KARDEX reserves the right to make design and/or shape changes to the Products if the Product thereafter deviates only insignificantly from the agreed quality and the changes are reasonable for the Buyer or if the Buyer agrees to the change of the agreed quality.

2. Delivery Time

- 2.1. Delivery times are non-binding unless expressly agreed as binding by KARDEX in writing by way of the execution of the "Binding Delivery Date Agreement" attached hereto as Exhibit A.
- 2.2. Delivery periods start with the dispatch of the order confirmation or receipt of the order in case there is no order confirmation, but not before the receipt of any advance payment or collateral to be provided by the Buyer.
- 2.3. If subsequent change requests by the Buyer are accepted, the delivery period and delivery date are extended and postponed at least by the time required for implementation of the requested changes.
- 2.4. Delivery periods and delivery dates are met if on their expiry the Product has left the factory or notification of readiness for dispatch has been given. In the case of installation of Products, the delivery period is met by timely handover or acceptance of the installed Product. Delays beyond the control of KARDEX (e.g. failure by the Buyer to provide ancillary services, such as the provision of documents, permits and/or clearances to be obtained by the Buyer, ensuring the availability of a suitable lifting platform or opening the building) will at least result in a corresponding extension of the delivery period. KARDEX has the right to charge incurred cost from such delays.
- 2.5. Force Majeure (as defined herein), strikes, lockouts and other impediments beyond the control of KARDEX will extend and postpone agreed delivery periods and delivery dates by no more than the duration of the impediment, to the extent that such impediments can be proven to have a significant impact on completion or delivery of the Products or associated services. The same applies where the impediments to performance occur in the operations of KARDEX's upstream suppliers. KARDEX will further not be accountable for the above circumstances if they arise during an already existing delay. KARDEX will notify the Buyer without delay of the beginning and end of such impediments.

2.6. If the dispatch of the Products is delayed at the Buyer's request, the Buyer will be invoiced as from one month after the notification of readiness for shipment issued by KARDEX for the resulting storage costs; in the case of storage in the factory, KARDEX may claim a storage fee in accordance with normal local rates. KARDEX is, however, entitled, after setting a reasonable deadline that has expired without effect, to use the Product otherwise, and to supply the Buyer with a similar product within a new delivery period.

2.7. Partial deliveries are permitted.

3. Late Delivery

3.1. In the event that KARDEX and Buyer execute a "Binding Delivery Date Agreement", the Buyer's entitlement to compensation for damages caused by delay is dependent on prior notification of the delay in writing by the Buyer to KARDEX, and provision of proof of damage incurred as a result of the delay. The damages caused by delay will in any case be limited to a maximum of 0.1% of the consideration per expired week of delay, and to a maximum of 5% of the total consideration. Further compensation claims by the Buyer due to delay are excluded; this does not apply in the case of willful misconduct or gross negligence by KARDEX.

3.2. The Buyer can only waive delivery and withdraw from the contract if, after the agreed delivery date has passed or the agreed delivery period has expired, (i) the Buyer provides KARDEX in writing two grace periods of reasonable length, whereby each grace period shall at least be 10 weeks, (ii) these two grace periods expire without success, and (iii) the Buyer, immediately after expiry of the second grace period, declares in writing that it waives delivery or withdraws from the contract.

3.3. To the extent permitted by law, all further claims and rights of the Buyer due to or in relation with the delay, in particular with respect to any further damages, are excluded.

4. Place of Delivery; Transfer of Risk; Inspection Obligation

4.1. Unless expressly agreed otherwise, the Product will be delivered "FCA KARDEX factory" (Incoterms 2020).

4.2. If an installation of the Product has been agreed, the Product will be delivered "DDP Buyer's factory/location of services" (Incoterms 2020), unless expressly agreed otherwise. In this case, the risk passes to the Buyer at the latest at the arrival of the Product at the Buyer's premises.

4.3. If shipment is delayed in the situation according to section B.4.1. due to circumstances beyond the control of KARDEX, the use and risk of the Products will pass to the Buyer when the goods are ready for dispatch.

4.4. In the situation according to section B.4.2., the Buyer is required to inspect the Product for externally visible damage immediately upon its delivery and, if a transport damage is suspected, to provide a written and photographically documented report of the damage in due course so that the deadlines for making insurance claims can be met.

5. Inspection and Acceptance

5.1. The Buyer is required to inspect the quality and quantity of the Product supplied immediately upon receipt. Any defects or incorrect deliveries must be reported immediately, but in any event within 10 days from receipt of the Product (or from detection in case of hidden defects), in detail in writing and with photographic documentation. If the report is submitted late, the deliveries will be deemed accepted and no warranty will apply.

5.2. If an installation of the Product has been agreed, the Buyer is obliged to carry out an inspection and acceptance procedure on the Product as soon as KARDEX notifies the Buyer that the Products are ready for inspection. Defects must be recorded in a written report (Buyer acceptance certificate).

Immediately after the acceptance inspection, KARDEX is to be sent a copy of the Buyer acceptance certificate and KARDEX is to be notified about any defects in a detailed written report. If the Buyer fails to meet this complaint notification obligation, all warranty claims will lapse.

5.3. If acceptance is delayed for reasons beyond the control of KARDEX, the Product is deemed to be accepted 14 days after the receipt of the Products or, if it is a delivery with installation, the notification that the Products are ready for inspection. The Product is further deemed to be accepted if it is in productive use by the Buyer.

5.4. If the Product shows only minor defects in the acceptance inspection, the Buyer may not refuse acceptance; instead, in this case the Product is deemed to be accepted.

5.5. With acceptance, KARDEX is no longer liable for any defects which could have been discovered on normal inspection and which are not listed in the Buyer acceptance certificate.

6. Limited Warranty

6.1. KARDEX warrants that the Products shall be free from defects for a period of two (2) years from the date that the Products are installed, unless an additional warranty period is purchased by Buyer. Products shall be deemed defective if

(i) they are demonstrably afflicted with defects at the time of passing of risk which cancel or significantly reduce their value or (ii) guaranteed characteristics are not met.

6.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX's first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows this second reasonable deadline to expire without taking any action, KARDEX, at its own discretion, shall offer the Buyer either replacement delivery or repair without charge. KARDEX is obliged to bear all costs necessary to rectify, repair or replace a defective Product, in particular costs for transport, labor and materials, unless such costs are increased due to the fact that the Product has been moved to a location other than the agreed place of delivery.

6.3. If the rectification, replacement delivery or repair ultimately fails, the Buyer may make demand for a price reduction reasonably related to the alleged defect or problem. Only if the Product has physical defects that render it unsuitable for the intended purpose may the Buyer alternatively rescind the contract.

6.4. If KARDEX has guaranteed a specified level of performance (throughput) or a specified availability of a device and, at the time of acceptance by the Buyer, the shortfall with respect to the guaranteed performance or availability is no more than 15%, the Buyer, to the extent permitted by law, shall not have the right to rescind the contract, request a replacement delivery or claim damages. As a remedy, KARDEX, at its own choice, shall offer the Buyer either rectification or a price reduction.

6.5. If (a) KARDEX has guaranteed a specified level of performance (throughput) or availability of a device, (b) the Buyer subsequently changes the device specification or places additional orders, and (c) this reduces the performance or availability, the guaranteed values shall be deemed adjusted accordingly.

6.6. Warranty claims become null and void if any attempted repairs or modification are carried out by persons who are not KARDEX certified or authorized technicians, if the Product is operated or maintained inappropriately or contrary to the manufacturer's instructions, or if the Product is moved by the Buyer to another location without the involvement of KARDEX.

7. Prices and Payment Conditions

7.1. If the legal or regulatory requirements for the Product change after conclusion of the contract and this makes it significantly more difficult for KARDEX to deliver the Products in accordance with the contract, KARDEX may charge a reasonable increase of the consideration. An agreed delivery period, where applicable, will be extended by the delay resulting from the change.

7.2. In deviation from section A.4.2., the purchase price will be due for payment as follows: if KARDEX has undertaken to install the Product, 30% is payable upon placement of the order, 60% upon delivery (or no later than 30 days after notification of delivery) and 10% within 30 days of acceptance. If KARDEX has not undertaken to install the Product, the full purchase price is payable 30 days after supply and invoicing, without deduction. Advance and prepayments are payable within 10 days from date of the invoice without deduction.

7.3. If the purchase price is specified in a currency other than in USD, KARDEX is entitled to additionally charge the Buyer for any currency effects occurring between the order confirmation and the final invoice.

8. Retention of Title

8.1. KARDEX retains title to the Product sold until full payment of the purchase price.

8.2. If this is necessary or possible, KARDEX is entitled to have the retention of title registered at the competent registration office, even without the Buyer's involvement.

8.3. The Buyer is obliged to carry out all actions and measures necessary to protect the property of KARDEX. In the event of pledging or other interference with the property rights of KARDEX, the Buyer must notify KARDEX immediately. As long as the purchase price has not been paid in full, the Buyer may not pledge, lease, resell or otherwise make the Product available to third parties.

9. Spare Parts; Wear Parts; Maintenance Commitment

9.1. KARDEX gives the Buyer an assurance of the availability of non-electronic spare and wear parts ("Parts") for a period of 10 years, and electronic Parts for a period of 6 years, from the delivery of the Machine.

9.2. With respect to software, the maintenance commitment of KARDEX is subject to any maintenance contract concluded between KARDEX and the Buyer.

10. Technical Support by the Buyer

10.1. If the installation of the Product has been agreed, the Buyer is obliged to provide technical support at its own expense. This includes in particular:

- a) Any necessary under-pouring or plugging of the steel framework and laying of the underfloor (screed flooring) after installation. The Buyer is to provide the installation surface for the Product at the new location in well-swept condition.
- b) Provision of and, if and to the extent requested by KARDEX in each particular case, operation and maintenance of the necessary equipment and heavy tools (e.g. scissor lift) as agreed with KARDEX, and the required auxiliary items and materials (e.g. underlays, wedges, lubricants, fuel, etc.).
- c) Provision of heating, lighting, site energy supply, water, including the necessary connections.
- d) Provision of suitable, burglar-proof personnel rooms and work rooms with heating, lighting, washing facilities and sanitary facilities, and first aid for the installation personnel.

e) Transport of installation parts to the installation location, protection of the installation location and installation materials from harmful effects of all kinds, cleaning of the installation location.

f) Provision of materials and carrying out any other actions required for initial adjustment of the Product and carrying out testing as specified in the contract.

g) Ensuring the floor load capacity at the installation location, and providing an installation surface that is robust, level on all sides and horizontal.

h) Prior to the start of installation, provide at the location of the machine as per relevant regulations the required energy supply, internet and data connection in accordance with KARDEX specifications.

i) Providing the structural prerequisites for correct, problem-free installation (for example, moving of ventilation ducts, batten light fittings, water pipes, if these obstruct the installation of the Product).

10.2. The technical support provided by the Buyer must be such as to ensure that the work on providing the services can begin immediately on the arrival of the KARDEX technician and can be carried out without delay until acceptance by the Buyer. The technician should be able to work at optimum capacity between 7:00 a.m. and 6:00 p.m. If special plans or instructions from KARDEX are needed for the installation, KARDEX will supply these to the Buyer sufficiently in advance.

10.3. The Buyer will provide, when needed, assistance to the KARDEX technician on site with its own personnel to the best of its ability; this applies in particular where work is to be carried out that a single person cannot reasonably be expected to perform, or that cannot be carried out safely by a single person. KARDEX cannot be charged for such assistance. The Buyer is to confirm the work carried out by the KARDEX technician by signing off the technician's work report.

10.4. If the Buyer fails to meet its obligations, KARDEX, after issuing a non-compliance notice, is entitled, but not obliged, to carry out the actions incumbent on the Buyer in the Buyer's place, and at Buyer's expense, or have them carried out by third parties. In addition, there can be no delay on the part of KARDEX to the extent and for as long as the Buyer has failed to meet its obligations.

C. Provisions for Life Cycle Services

The terms and conditions for Life Cycle services are arranged in three major parts. Part C1 contains general definitions, Part C2 describes the terms and conditions for individual services and Part C3 outlines the terms and conditions for service contracts.

C1: General Definitions

1. Individual Service Orders

1.1. Subject matter of individual service orders is the provision of individual services, such as repairs, installations and commissioning without delivery of a system, relocation of a system, maintenance, modifications, retrofits and upgrades of any Product as delivered under Part B (hereinafter referred to individually or collectively as "Individual Service(s)" or "Individual Order").

1.2. The scope of services is determined in the subsequent provisions as well as in the order confirmation, which specify (a) the services to be provided, (b) the system, machine and/or software (hereinafter referred to individually or collectively as "Product(s)") for which the services are to be provided, (c) place of delivery and delivery times, and (d) the remuneration owed therefor.

2. Service Contract

2.1. The subject matter of a service contract is the performance of maintenance, repair work or other services ("Maintenance" or "Service(s)") on Products over several years.

2.2. The scope of the services is determined by the service contract, specifying (a) the chosen service package (BASE, FLEX or FULL Care), (b) the Products for which Maintenance is to be provided, and (c) the remuneration payable as the annual fee.

3. Response Times

"**Helpdesk Reaction Time**" is defined as the time from when the Buyer's fault report is received by the KARDEX Central Call Desk ("CCD") to when KARDEX Remote Support or telephone-based service begins. "**OnSite Reaction Time**" is defined as the time from when the Buyer's fault report is received by the CCD to the service technician's arrival on site. Only the reaction time during normal office hours is relevant, with continuation on the next working day, where applicable. Times outside normal office hours will not be taken into account when calculating the response time, unless an extended "Onsite & Helpdesk support" is agreed upon in the corresponding service contract. KARDEX guarantees to the Buyer that it will meet response times as described in the service contract.

4. Fault Reports

- 4.1. All faults must be reported to KARDEX by telephone, online or using the Remote Help Request button, so that recording and classification of the fault can be undertaken within the Helpdesk Reaction Time, and so that the necessary arrangements can be initiated without delay.
- 4.2. The elimination of the fault is carried out by telephone support, Remote Support (if agreed) or an on-site callout of a technician. The choice of the suitable measure(s) is at the sole discretion of KARDEX.
- 4.3. If a Buyer submits fault reports outside the contractually agreed On-site & Helpdesk support hours, KARDEX is not obligated to initiate a service intervention such as telephone support, Remote Support or an on-site callout. If an on-site callout does, however, take place, the Buyer will be charged at double the applicable hourly rate of the KARDEX Buyer service.
- 4.4. KARDEX is obliged to investigate a fault only if it has been properly reported by the Buyer, and if the fault at the client's location is reproducible or can be demonstrated by machine-generated outputs.
- 4.5. For software fault special conditions apply. A software fault is present only if the use of core functions of the software is impossible or severely impaired, and/or
 - the software produces incorrect results, which cannot be attributed to operating errors by the Buyer; or
 - there is an uncontrolled interruption of the running of the software that is not caused by a program interface; or
 - use of the software is severely impaired or prevented in another manner contrary to correct functionality.
- 4.6. A software fault is not present in the case of problems for which the cause cannot be attributed to software supplied by KARDEX, but in particular rather to the software of other manufacturers, the Buyer's hardware or operating system, the database or a parameterization error on the part of the Buyer.

5. Timing / Agreement on Dates

- 5.1. If the Buyer cancels or postpones a service intervention arranged less than 48 hours before the start of the intervention, the Buyer is required to bear the costs associated therewith at the usual KARDEX rates.
- 5.2. KARDEX is entitled to invoice the costs for unnecessary travel to the Buyer's location or on-site waiting times in excess of 30 minutes separately at the usual KARDEX Buyer service hourly rates applicable at the time of the scheduled intervention.

6. Liability

- 6.1. To the extent permitted by law, KARDEX will not be liable for damage resulting from incorrect use of the Products, telephone or electronic transmission failures, faulty execution of support instructions by the Buyer, attempted repairs carried out by the Buyer itself or third parties, service parts not being available on site, untrained or unauthorized staff of the Buyer or third parties, or delay in reaching the on-duty service technician because of being engaged in another service intervention. Nor will KARDEX be liable for the consequences of any loss of data.
- 6.2. To the extent permitted by law, any liability for merchandise and goods stored in the Products is excluded.

C2: Individual Services

1. Individual Services Contain the Following Services

- 1.1. Installation and Commissioning Service to install newly and/or rebuild the Product by skilled technicians. This may include operation and/or maintenance training of Buyer personnel.
- 1.2. On-site support intervention for repair and recommissioning after a break down or loss of productivity. On-Site Services include the provision of labor by skilled technicians, materials such as spare parts, wear parts and consumables, travel costs and fees for daily allowance, as well as special fees for outside office hours call outs.
- 1.3. Remote Support or telephone support interventions are designed to enable the Buyer to bring back its system to normal operation in a short period of time and to therefore increase the operating time. The continuous monitoring via Remote Support can even prevent downtimes.
- 1.4. Relocation Service of KARDEX offers its Buyers the relocation and moving of the products manufactured by KARDEX, either within the same or to a different site, within domestic territory or abroad ("**Relocation Service**"). The Relocation Service comprises the dismantling of the Product at the old location, transport of the components from the old to the new location (if so agreed), interim storage of the components (if so agreed), installation at the new location, and commissioning of the Product. The relocation service does not include the rectification of defects and the replacement of wear parts, both of which require the placement of a separate order against a separate fee to be executed and handled independently from the relocation service. If the new location is in a different country than the old location, the Buyer is required to perform all the actions necessary for transportation to the other country and also the operation in the other country. The Buyer bears all the costs arising in this context (necessary modification of the Product, customs, clearance fees, etc.). Necessary modifications to the Product require a separate order for Individual Services (for a separate fee). The Buyer has to remove all the contents (goods in storage) from the Product, before relocation can take place.
- 1.5. Training services are designed to empower the Buyer's staff to operate the system according to its intended use, to increase the adherence to safe working methods and to positively influence the system's overall availability and performance.
- 1.6. Maintenance and Safety Tests are intended to maintain the system's reliability, to prevent unexpected break downs, to ensure the testing of safety equipment on a regular and professional basis as well as to reduce premature loss of the system's value.
- 1.7. Modification services are intended to adapt the system to the changes implied by the Buyer's business operation in mechanics and software to ensure that it meets changed operational requirements.
- 1.8. Upgrade and Retrofit Services are intended to bring the system up-to-date with the latest technology, with regards to mechanics and software.

1.9. The Spare Part Delivery Service is intended to enable the Buyer to purchase single parts to be fitted into the Buyer's systems or spare part packages with carefully selected assortments of parts which are stored at the Buyer's premises to ensure their availability in case of an on-site intervention.

2. Use of Third Party Sub-Contractors

In order to meet its obligations under Individual Services, KARDEX may make use of the services of third parties. KARDEX is not obliged to perform the Individual Service itself. If KARDEX makes use of a third party, KARDEX will ensure by means of suitable contractual provisions with such party that the obligations of KARDEX under the Individual Service are fulfilled by the third party.

3. Unauthorized Intervention in Kardex Systems

The Buyer is obliged to inform KARDEX before KARDEX commences its work about any external or internal work or renewal of parts carried out on the Product by the Buyer or third parties, whereby KARDEX shall be entitled to request a thorough chargeable inspection of such amended or renewed Product or decline to perform the Individual Service.

4. Technical Support by the Buyer

The Buyer is obliged to provide technical support to KARDEX for the performance of the Individual Service at its own expense. Section B.10. applies accordingly in the case of an installation order or relocation order.

5. Acceptance

5.1. As soon as KARDEX notifies the Buyer of the completion of the Individual Service, the Buyer must carry out an acceptance inspection of the performed services and/or delivered products. The results of such acceptance inspection including a detailed report of any defects are to be recorded in writing in a Buyer acceptance certificate, a signed copy of which must be immediately handed over/sent to KARDEX. If the Buyer fails to meet this complaint notification obligation, the respective warranty claims will lapse.

5.2. If acceptance is delayed for reasons beyond the control of KARDEX, the Products are deemed to be accepted 14 days after notification of completion by KARDEX. KARDEX is entitled to invoice the cost incurred from such delays.

5.3. If only minor defects are found in the acceptance inspection, the Buyer may not refuse acceptance. In such case, the Individual Service shall be deemed accepted.

5.4. With acceptance, KARDEX is no longer liable for any defects which could have been discovered on normal inspection and which are not listed in the Buyer acceptance certificate.

6. Limited Warranty

6.1. KARDEX warrants the faultless provision of the services in accordance with the legal regulations, the applicable norms and directives as well as the recognized rules of technology.

6.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX' first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows this second reasonable deadline to expire without taking any action, the Buyer is entitled to claim a reduction of the remuneration. The Buyer is also entitled to claim a reduction of the remuneration if KARDEX seriously and ultimately refuses to carry out the rectification from the outset. However, the Buyer may only withdraw from

the contract if the services carried out by KARDEX repeatedly show serious defects and KARDEX repeatedly fails to remedy breaches of warranty in accordance with this provision.

6.3. The Limited Warranty is voided in case of: (a) improper or unintended use, (b) faulty installation or commissioning by the Buyer or a person who is not certified or authorized by KARDEX, (c) modification, maintenance, repair or relocation of the Product by the Buyer or a third party, (d) excessive wear and tear due to circumstances within the Buyer's control, (e) faulty operation or negligent treatment of the Products, (f) use of inappropriate service fluids or replacement materials, (g) faulty construction or unsuitable soil on the Buyer's premises, (h) chemical or electronic effects, if these are not due to fault of KARDEX, (i) untrue indications by the Buyer or its advisers on the operational and technical conditions for the use of the products, and (j) cases of Force Majeure as defined herein.

7. Remuneration

7.1. The remuneration for Individual Services will be charged on a time and material basis according to KARDEX's current price list, unless a lump sum fee has been expressly agreed.

7.2. KARDEX has the right to charge the Buyer any costs for unnecessary travel to the Buyer or if the Individual Service could not be performed for reasons for which the Buyer is responsible.

7.3. Any waiting times caused by the Buyer's lack of support can be charged by KARDEX to the Buyer.

C3: Specific Provisions for Service Contracts

1. Service Packages

1.1. The services provided by KARDEX in the context of service contracts are determined by the product and service descriptions of the Service Contract, the technical requirements, the specified maintenance intervals as well as the defined software upgrades, service releases and software updates. Such services can include all products delivered under Part B.

1.2. In general, KARDEX will carry out maintenance work during normal office hours. To have access to services outside normal office hours, the Buyer can opt for the "FLEX Care" or "FULL Care" service packages, which must be ordered separately.

1.3. Without prejudice to the warranty under delivery contracts, KARDEX does not provide any warranty that the Product will remain free of defects and/or will function without interruption during the term of the service contract. The warranty for services provided by KARDEX is based on section C3.4.

1.4. The inclusion of a Product in a service contract requires that the Product and its components are in a technically perfect condition and that the Buyer has acquired a right to use the current version of the software. Products for which the warranty commencing on delivery has already expired will only be included in the service contract after they have been subjected to an inspection by KARDEX. The costs for the inspection and any expenses incurred for bringing the Product to be included back into a proper condition shall be borne by the Buyer, according to the applicable rates and price lists.

1.5. The KARDEX remote support portal ("KARDEX Remote Support") allows the condition of the product to be monitored by the assessment of technical data from the control unit. All personal data and Buyer related data exchanged in the context of the services will be used exclusively for the purposes defined in these terms of use. A connection to the KARDEX Remote Support does not guarantee that malfunctions can be diagnosed or eliminated by means of the KARDEX Remote Support. If the malfunction cannot be solved by means of KARDEX Remote Support, KARDEX will send a service technician to the concerned Product to eliminate the malfunction and will separately charge its services pursuant to the applicable rates and price lists.

2. Buyer Obligations

2.1. The Buyer shall treat and use the Product in accordance with KARDEX operating recommendations. The Buyer shall enable KARDEX to eliminate malfunctions arising due to incorrect operation, at the Buyer's expense.

2.2. Faults are to be reported solely by the Buyer authorized person commissioned with operating the machine in accordance with the KARDEX operator manual to the on-duty KARDEX service technician. The fault report must be submitted from the location of the Product concerned using a suitable means of communication, specifying the Product name, the model and serial or license number and the best possible description of the fault. The disclosure of KARDEX contact details or premises access codes to any third parties is expressly prohibited in the interests of ease of access. The Buyer is obliged to keep his technical equipment available in such a way that the support by KARDEX via telephone or KARDEX Support Portal is possible. Connection costs shall be borne by the Buyer.

2.3. With the conclusion of a KARDEX Remote Support contract, the Buyer undertakes to provide a functional data transmission device (remote connection for KARDEX Remote Support), sufficiently protected against unauthorized third-party access, to allow KARDEX appropriate access to the Buyer's system for support tasks. As a prerequisite for this, the Buyer must provide KARDEX the required authorizations. Remote support is carried out via a suitable separate remote service software application, such as the KARDEX Remote Support application, or in exceptional cases, TeamViewer. Any data transmission costs incurred and any other costs arising from remote service are borne by the Buyer. Further details on this may be provided in the support contract. If the Buyer does not have data transmission facilities as defined above available, the Buyer shall reimburse KARDEX for the resulting increased expense. KARDEX is relieved from its duty to perform remote service, if – for reasons for which KARDEX is not responsible – no connection can be established from the system or if Buyer fails to provide remote access as set forth herein, and as may be required under the terms of the service contract.

2.4 When required, the Buyer will support the KARDEX service technician on site with its own personnel to the best of its ability and to a reasonable extent; this applies in particular if the work to be carried out is beyond what a single person can reasonably be expected to do, or can do safely. There is no reimbursement claim against KARDEX for this. The Buyer will sign off the work done by the KARDEX service technical on the technician's work report, as the basis for invoicing.

2.5. The Buyer must ensure that the Products are exclusively available at the agreed timeslot to the KARDEX service technician executing the service, and that they can be shut down from operation for this purpose.

2.6. During the term of the service contract, the Buyer is obliged to have all maintenance and repairs on the Products carried out solely by KARDEX or an authorized subcontractor of KARDEX. Where applicable, it is to inform KARDEX of any prior work on the Products itself or parts replacements carried out by the Buyer itself or third parties, before the work starts. In such cases, KARDEX is entitled to require a thorough check of the Products in question by KARDEX or an authorized subcontractor of KARDEX at the Buyer's expense or otherwise to decline to perform the service.

2.7. The Buyer will not change the location of the Product without prior written notice to KARDEX. Upon request, and at the Buyer's expense, KARDEX will carry out or supervise the relocation. If the Buyer does not have the relocation carried out or supervised by KARDEX, KARDEX services under the service contract will be suspended during the relocation and KARDEX will perform a system audit to ensure the correct and safe functionality of the Products before reinstating the services. Such a system audit will be charged separately according to the applicable rates and price lists. Any damages

caused by an improper relocation will not be covered by the service packages.

2.8. The Buyer undertakes to actively accompany and support KARDEX in case of a maintenance issue in fault diagnosis and elimination conducted in the context of the KARDEX Remote Support. The Buyer notifies to KARDEX in writing qualified employees educated by KARDEX as contact persons authorized to perform and take all actions and decisions for the Buyer which are necessary in connection with the ordinary use. The contact person remains with the Product during the whole process of remote service ready to intervene, where appropriate, e.g. by operating the emergency shutdown. The Buyer is solely responsible for taking the necessary safety precautions to ensure that persons and property are not endangered during maintenance.

2.9. Employees of the Buyer require a password for the use of the KARDEX Remote Support. Every person, legitimating him or herself via password, is deemed to be authorized towards KARDEX, and all entries and instructions based on a formally error free legitimization will be attributed to the Buyer.

3. Remuneration for Service Contracts

3.1. An annual fee is charged for the services specified in the service contract, the amount of which depends on the selected service packages (BASE, FLEX, or FULL Care).

3.2. The first annual fee is invoiced on the signing of the service contract, and thereafter before the start of each contract year.

3.3. KARDEX reserves the right to increase or decrease the annual fee. If the increase is more than 5% of the agreed annual fee, the Buyer has an extraordinary right of termination for cause. The Buyer may then terminate the contract early, within one month of receiving the invoice for the increased annual fee, to take effect for the first contract year to which the increased annual fee applies.

3.4. KARDEX is entitled to charge the Buyer for unnecessary travel to the Buyer's location or if the service or part of the service cannot be performed on site if the Buyer is responsible for the impediment. If the Buyer, according to the service contract, has undertaken to keep certain parts in stock or if the Buyer failed to order from KARDEX the parts necessary for the service as specified by KARDEX, the Buyer may be charged for any waiting times caused by the required service parts not being available on site.

3.5. Additional inspections following the repair of Products or the replacement of missing technical documents or service booklets are not included in the annual fee and will be invoiced separately at the hourly rates of KARDEX Buyer service applicable the time.

4. Limited Warranty

4.1. KARDEX warrants the faultless provision of the Services in accordance with the relevant rules of law, the applicable norms and regulations and the recognized rules of technology.

4.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX's first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows said reasonable deadlines to expire without taking any action, the Buyer is entitled to claim a reduction of the remuneration for the improperly rendered service. The Buyer is also entitled to claim a reduction of the remuneration if KARDEX seriously and ultimately refuses to carry out the rectification from the outset. The Buyer has a right to withdraw from the contract only if the services carried out by KARDEX repeatedly show serious defects and if KARDEX repeatedly fails to remedy breaches of warranty in accordance with this provision.

4.3. The warranty runs as from acceptance of the service. The Buyer is obliged to immediately inspect and accept any service performed for defects and to immediately notify KARDEX in writing of any defects. The Buyer's warranty claims are forfeited to the extent that it fails to meet this obligation to raise a complaint.

4.4. The warranty is void if work or attempted repairs are carried out on the Products by maintenance companies not approved or certified by KARDEX.

4.5. Unless explicitly agreed otherwise, KARDEX does not warrant that maintenance and inspections will be carried out within a particular time frame. KARDEX further does not warrant that in the case of KARDEX Remote Support a third party does not gain unauthorized access to the Products.

5. Term and Termination of the Service Contract

5.1. The service contract enters into force at the time specified in the service contract and has an initial term of 2 years.

5.2. It will be extended by further periods of one year in each case unless terminated in writing by either party, with at least 3 months' notice to the end of the respective contractual period.

5.3. The service contract may be terminated in writing for cause by either party with immediate effect if one of the contracting parties has significantly breached its obligations under the service contract and fails to remedy the breach, in spite of a compliance notice from the other party giving it a deadline of 2 weeks to do so. Section C3.4 shall apply to breaches of duty in connection to warranty claims.

5.4. KARDEX may demand that individual Products be excluded from the service contract after a notice period of 3 months, if the Products concerned can no longer be properly maintained because of excessive wear and tear, excessive efforts and lack of availability of spare parts or obsolescence (section B.9.).



Administrative Services Committee Meeting

Meeting Date: June 10, 2025

Case Manager Position for Accountability Courts and Treatment Courts

Department:	State Court – Accountability Court
Presenter:	Judge Ashanti L. Pounds
Caption:	Motion to approve conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds.
Background:	Richmond County State Court provides two Accountability Courts and two Treatment Courts to facilitate sentencing alternatives and treatment for substance abuse issues. Augusta’s Accountability Court DUI Court and Veteran’s Court are partially grant-funded through the Council of Accountability Court Judges. This grant includes a Case Manager Aide position. The Treatment Courts are not eligible for support through this funding. As a result, the Case Manager Aide is limited to only providing support to the Accountability Courts. The grant will not allow for a shared-funding position.
Analysis:	The Accountability Courts currently have approximately 39 participants. The Treatment Courts have a much larger census with approximately 137 participants, with a correspondingly larger need for staff support. Converting the Case Manager Aide position to a County-funded Case Manager position would allow the position to support both the Accountability and Treatment Courts, thus allowing the larger Treatment Courts to have the adequate support they need. The requested salary for the converted position is \$47,000.
Financial Impact:	The estimated full-year cost of the position with benefits is approximately \$63,060. If the position is implemented in July 2025, the FY2025 cost is approximately \$31,530.
Alternatives:	Do not convert the position to County funding and remain with the current grant-funded position.
Recommendation:	To approve conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds.
Funds are available in the following accounts:	General Fund contingency for FY2025 costs; FY2026 changes will be reflected in State Court budget.

REVIEWED AND
APPROVED BY:

Item 5.



Administrative Services Committee

Meeting Date: June 10, 2025

Motion to Reject Unsolicited Proposal #25-000 Proposed Development of a Pickleball and Tennis Complex with an Associated Hotel

Department:	Procurement / Recreation and Parks
Presenter:	Darrell White / Tameka Williams
Caption:	Motion to reject the unsolicited proposal for the proposed development of a pickleball and tennis complex with an associated hotel (25-000)
Background:	<p>, Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals. The deadline for the unsolicited proposal was March 31, 2025. Augusta received an unsolicited proposal from Dink'd Pickleball and T & T Developers, LLC for the proposed development of a pickleball and tennis complex with an associated hotel</p> <p>Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal. The proposal was reviewed by an evaluation committee, including representatives from Recreation and Parks, Housing and Community Development Department, Planning and Development Department, Finance, and the Administrator's Office. After a thorough review, the evaluation committee recommends rejecting the proposal.</p> <p>The funding source listed in the proposal was to redirect SPLOST 8 funds from Newman Tennis Center to new proposed tennis center.</p>
Analysis:	<p>Included in the proposal as the County Proposal was to:</p> <ul style="list-style-type: none"> - Redirect SPLOST 8 funds from Newman Tennis center to new tennis center - County lease tennis courts for \$1/year, fund maintenance, taxes, utilities - Private management to ensure accessibility and programming - Revitalize Flemming and Diamond Lakes courts as part of future plans <p>The recommendation to request the unsolicited proposal include the following below:</p> <p>Funding Source: The recommended funding source is to use SPLOST 8 from the Newman Tennis Center project. SPLOST 8 funding was already approved by the Augusta voters and the governing body. These funds cannot be reallocated.</p> <p>Management: The proposal entails that private management would be overseeing its operation with other sites not on its location, to include Fleming & Diamond Lake Tennis Centers.</p>

Maintenance: A long-term plan for the implementation of court maintenance and what future funding be available from Augusta-Richmond County.

The Recreation Department is currently moving forward with utilizing the SPLOST 8 funding to renovate the Newman Tennis Center. Financial concerns also arise, as Augusta is proposed to fund maintenance, taxes, utilities and a private management company. The project's viability is further questioned due to unknown projected revenues from sources to include rentals, tournament hosting fees, memberships, pro shop sales, and hotel room. rentals. Lastly, the proposal puts at risk is the future of Newman tennis center due to the request to redirect funding to the new proposed center.

Financial Impact: Accepting the proposal could result in significant financial strain on Augusta due to SPLOST 8 funding already being allocated and voted on by the Augusta Richmond County Citizens. Additional expenses to include hiring a private management company, funding maintenance, taxes, and utilities.

Alternatives: N/A

Recommendation: Reject the unsolicited proposal. It is recommended that the unsolicited proposal development of a pickleball and tennis complex with an associated hotel in Richmond County be denied. Instead, the Committee recommends that Augusta should adhere to the SPLOST 8 voter approved allocation and the established plans for Newman Tennis Center.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Unsolicited proposals for qualifying projects will be received by Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Darrell White, Interim Director
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street – Suite 605
Augusta, Georgia 30901

Please submit six (6) copies: Five (5) bound and One (1) unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposal will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”). Proposals should be prepared simply and economically, providing a concise description of the proposer’s capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

Note: “**Unsolicited Proposal**” means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.


Process and procedures concerning unsolicited proposals can be found:

www.augustaga.gov/unsolicitedproposal

Publish:

Augusta Chronicle: October 31, November 6, 14, 21, 28, December 5, 2024

Metro Courier: October 31, 2024

<div>  <div> RFPUP 25-000 Unsolicited Proposal for Augusta, GA Procurement Department RFPIP Opening: April 1, 2025 @ 10:00 a.m. </div> </div>			
VENDORS	Processing Fee	Original 1	Copies 5
Creative Outdoor Advertising 8875 Hidden River Parkway, Suite 300 Tampa, FL 33637	No	Yes	Yes
Turn Back the Block P.O. Box 3366 Augusta, GA 30914	No	Yes	Yes
Dink'd Pickleball and T&T Developers, LLC 1024 Peninsula Xing Evans, GA 30809	Yes	Yes	Yes



Unsolicited Proposal Evaluation Form 25-000

Strategic Committee Review

Unsolicited Proposal Number: UP# 25-000

Project Name: Proposed Development of a Pickleball and Tennis Complex with an Associated Hotel in Richmond County

Date of Evaluation: 5/20/2025 Recommendation Date to Commission:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed.

Evaluation Criteria	Scoring Range 1 - 5
1. Does the proposal strategically align with current Government policy and objectives? 1 = Weak / 5 = Strong	3.5
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) 1 = No benefits; 5 = High benefits	3.8
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (i.e. will Government have to incur expenditure?) 1 = High impact; 5 = No impact	2.2
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? 1 = No revenues; 5 = Substantial revenues	3.9
5. Does the Committee believe that the proposal will likely have an impact on the community? 1 = Negative impact; 5 = Positive impact	4
6. Does the Committee believe that the proposal will likely have an impact on the environment? 1 = Negative impact; 5 = Positive impact	3
7. Are the risks associated with the proposal acceptable to Government? 1 = Not acceptable; 5 = Acceptable?	2.4
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? 1 = Not achievable; 5 = Achievable	3.1
9. Intuitively, does the Committee believe that the proposal may be viable but lack adequate information to make a decision? 1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required	3.2
10. Does this proposal represent a value proposition that the Government should consider? 1 = No; 5 = Yes	3
Total	32.1
Recommendation to Accept or Reject	REJECT

Additional Reason for Acceptance / Rejection: Committee request to reject.

Augusta funding source proposed is SPLOST 8. SPLOST 8 funding has been allocated and approved by Augusta Richmond County Voters. The referenced funding for the Newman Tennis Center cannot be changed or reallocated.

Is additional information needed from Proponent: NO

Evaluation Committee Number: Cumulative DATE: 5/20/2025

Procurement Review: Nancy Williams DATE: 5/20/2025

MEMORANDUM

TO: Darrell White, Interim Director-Procurement

FROM: Tameka D. Williams, CPRP, CYSA, Director-Recreation & Parks

DATE: May 28, 2025

RE: 25-000 Unsolicited Proposal: Development of a Pickleball and Tennis Complex with an Associated Hotel in Richmond County

After careful evaluation of the unsolicited proposal for development of a pickleball and tennis complex with an associated hotel in Richmond County, it is recommended that the proposal be denied. The recommendations are based on several factors outlined below.

Funding Source: The recommended funding source is to use SPLOST 8 from the Newman Tennis Center project. SPLOST 8 funding was already approved by the Augusta voters and the governing body. These funds cannot be reallocated.

Management: The proposal entails that private management would be overseeing its operation with other sites not on its location, to include Fleming & Diamond Lake Tennis Centers.

Maintenance: A long-term plan for the implementation of court maintenance and what future funding be available from Augusta-Richmond County.

In light of the above considerations, it is recommended that the unsolicited proposal development of a pickleball and tennis complex with an associated hotel in Richmond County be denied. Instead, the Committee recommends that Augusta should adhere to the SPLOST 8 voter approved allocation and the established plans for Newman Tennis Center.

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

ORIGINAL

SUMMARY

Mar 31, 2025

Unsolicited Proposal

Project Description: Develop a Pickleball and Tennis complex with an associated hotel in Richmond County.

Project Location: 3757 Wheeler Rd, Augusta, GA 30909

Synopsis of Project: T & T Developers, LLC intends to purchase the site with private funds and construct a 100,000 sq ft recreational facility including 2 indoor tennis courts, indoor and outdoor pickleball courts, a 15,000 sq ft gym, classrooms, stadium seating for events, and a 200-bed hotel. A partnership with Richmond County is proposed to develop 18 outdoor tennis courts on the same property. T and T Developers request \$7.5 million in SPLOST 8 funds to construct the tennis facility.

Facility Amenities:

- 18 outdoor tennis courts, 2 indoor courts
- 24 outdoor and 24 indoor pickleball courts
- Pro shop, clubhouse, locker rooms
- Viewing areas, classrooms, office space
- Indoor walking track
- 200+ bed hotel with conference center
- 500+ event parking spaces
- Additional parcels for county development

Programs and Events:

- Lessons, youth and adult leagues
- Tournaments: USTA, NCAA, MLP, PPA
- Special events

Feasibility Statement: Growing interest in pickleball and stable tennis participation create demand. The hotel will serve event and general visitors. The site is accessible, near major roads and Augusta University.

Economic Impact (estimates):

- Job creation: 875 total (350 direct, 525 indirect)
- 5-year revenue: \$80.86 million
- Tax revenue: \$13.94 million

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

- Economic impact: \$181.93 million

Financial Assumptions:

- Hotel: 200 rooms, 75% occupancy, \$150 rate
- Memberships: 2000 @ \$75/month
- Court rental: \$20/hour
- Tournaments and events: 25,000 visitor nights/year
- Visitor spending: \$6.88 million/year

County Proposal:

- Redirect SPLOST 8 funds from Newman Tennis Center to new tennis center
- County lease tennis courts for \$1/year, fund maintenance, taxes, utilities
- Private management to ensure accessibility and programming
- Revitalize Flemming and Diamond Lakes courts as part of future plans

Timeline:

- Property close by mid-May 2025
- Tennis facility complete by end of 2026/start of 2027
- Full project completion by 2028

Funding Plan:

- Private bank financing (Queensborough National Bank)
- \$7.5M SPLOST 8 for tennis facility (total estimated cost: \$8.58M)

Tennis Venue Cost Breakdown:

- Construction: \$2.7M
- Lighting: \$540K
- Fencing: \$270K
- Site prep: \$1.5M
- Bathrooms, walking paths, seating, security: ~\$2.1M
- Development fee (15%): \$1.07M
- Contingency (5%): \$409K
- Total: \$8.58M

Support Data:

- Comparable success in Macon (Rhythm and Rally) and Rome, GA (Rome Tennis Center)
- Strong precedent for economic growth from similar projects

Collaborators:

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

- Augusta University, Augusta Tech, Augusta Sports Council, Destination Augusta

Concerns Addressed:

- Traffic and parking: adequate capacity planned
- Newman Tennis supporters: proposed site within 4 miles; long-term vision includes revitalization of all tennis facilities

Project Team:

- Dr. Troy Akers and Dr. Troy Coon (T&T Developers)
- Allen+Batchelor Construction (John Allen)
- Civil Engineer: Bo Slaughter
- Architect: McMillan Pazdan Smith
- Law: Hull Barrett (Ben Dinges)
- Banking: Queensborough National Bank and Trust (Adam Harris, Charles Bennett)

Closing: Years of planning have gone into this project to provide a premier recreational facility for Richmond County. With county support, this development will strengthen the community, promote health, and drive economic growth.

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Mar 31, 2025

Unsolicited Proposal

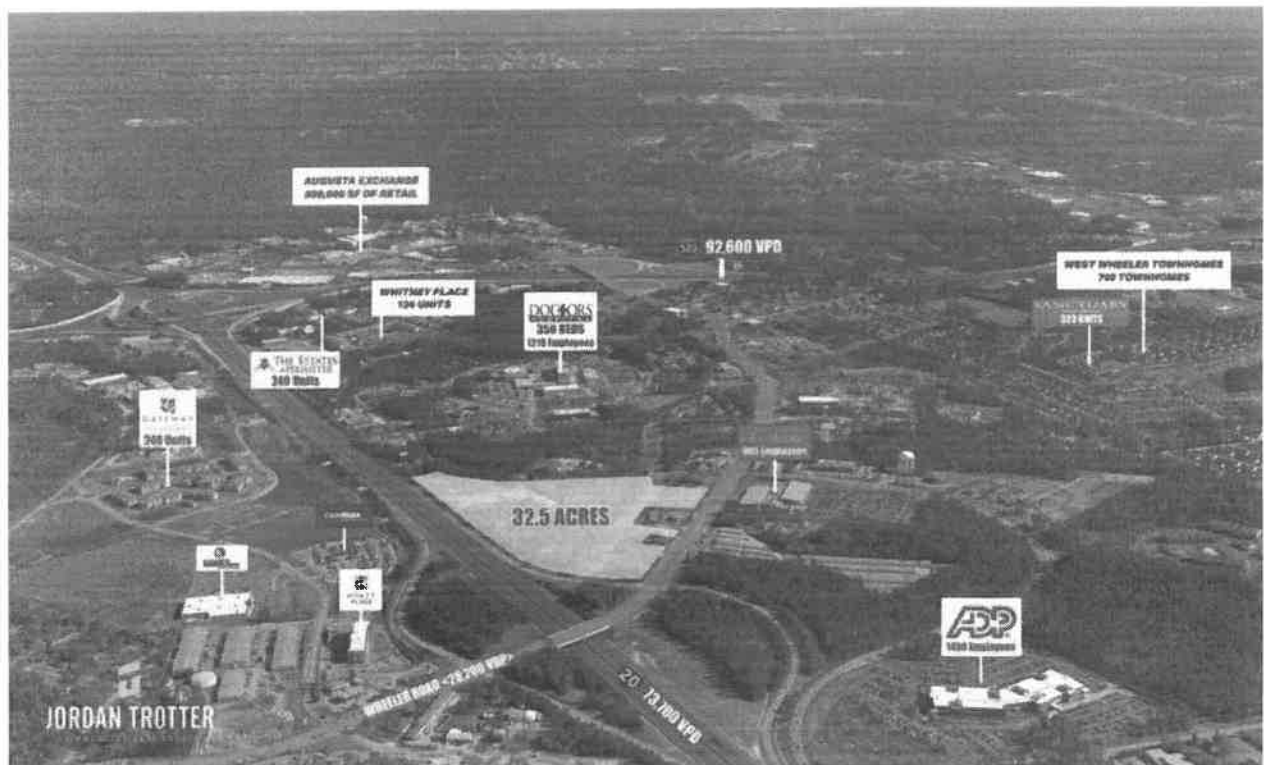
Project Description:

Develop a Pickleball and Tennis complex with an associated hotel in Richmond County.

See below for graphic view and site plan.

Project Location:

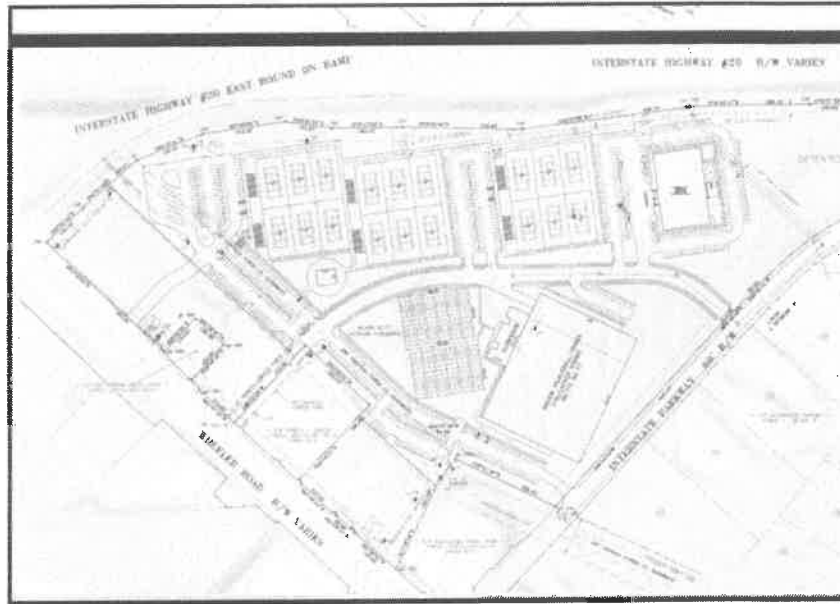
3757 Wheeler Rd, Augusta, GA 30909 (the "Property")



Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO



Synopsis of Project:

T & T Developers, LLC, a Georgia limited liability company ("Developer"), intends to purchase the above Property with private funds and develop an approximately 100,000 sq ft recreational facility with 2 indoor tennis courts, indoor and outdoor pickleball, an approximately 15,000 sq ft gym, multiple classrooms and educational spaces, stadium indoor seating for commencements and entertainment events in conjunction with an approximately 200 bed hotel all intended to be located at the Property (the "Developer Component"). We are excited about the opportunity to partner with Richmond County in the additional development of eighteen (18) outdoor tennis courts on the same Property (the "Outdoor Tennis Courts") (the Developer Component and the Outdoor Tennis Courts are collectively the "Facility" or the "Richmond County Tennis and Pickleball Center"). Making a union with Richmond County will bring prominence in the Tennis world to the area. Developer is requesting Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to construct the Outdoor Tennis Courts. Below we have included a cost estimate to develop the Facility. We understand that SPLOST 8 currently allocates sufficient funds for the development of the Outdoor Tennis Courts. We also understand that other tennis facilities in Richmond County are in need of substantial repair. We intend for the Facility to establish a competitive facility in Richmond County that can host a variety of tournaments that will allow Richmond County to use the economic impact and possible additional grant money to raise funds to revitalize both Flemming and Diamond Lakes tennis facilities. This would be essential in the ability for Augusta to bring large tournaments.

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

The proposed Richmond County Tennis and Pickleball Center would be a state-of-the-art facility that would provide residents of all ages and skill levels with a place to play tennis and pickleball. The center would be located at 3757 Wheeler Road, Augusta, Georgia and would include the following amenities:

- 18 competitive outdoor tennis courts, 2 indoor courts
- 24 outdoor and 24 indoor pickleball courts
- A pro shop
- A clubhouse with full sized locker rooms and showers
- A viewing area for spectators
- Multiple office spaces and classroom space
- Indoor walking track
- 200+ bed hotel with conference center
- 500+ event parking spaces
- Additional parcels of land available for amenities or development

The Facility (or portions thereof) would be open to the public and would offer a variety of programs and events, including:

- Tennis and pickleball lessons
- Junior tennis and pickleball programs
- Adult tennis and pickleball leagues
- Tennis and Pickleball Tournaments
 - USTA, NCAA, MLP, PPA
- Special events

The Richmond County Tennis and Pickleball Center would be a valuable asset to the community and would provide a place for people to get exercise, socialize, and have fun while bringing significant revenue and jobs to Richmond county in the form of tax revenue and economic impact.

Feasibility Statement: Pickleball and Tennis Facility with Adjacent Hotel

Project Overview

This feasibility statement assesses the viability of developing a multi-use recreational and hospitality facility featuring a state-of-the-art pickleball and tennis complex, complemented by an adjacent hotel. The project aims to capitalize on the growing popularity of pickleball and the consistent demand for quality accommodations in regional sports tourism and recreational travel.

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Market Demand

Pickleball is currently the fastest-growing sport in the United States, with millions of active players and increasing interest across all age groups. Tennis continues to have a stable, dedicated base of participants. Together, these sports present a strong foundation for year-round recreational and tournament activity. The combined facility will appeal to local residents, traveling athletes, tournament organizers, and tourists.

The hotel will serve both sports-related and general travelers, including families, business travelers, and regional tourists. By leveraging event-driven traffic from the courts and tournaments, the hotel is expected to achieve higher-than-average occupancy rates, especially during weekends and peak seasons.

Site Suitability

The proposed development site offers sufficient acreage for multiple pickleball and tennis courts, a clubhouse, pro shop, food and beverage services, and a 200+ bed hotel. Site accessibility via Interstate 20 and Wheeler Road, proximity to Augusta University, and availability of utilities and services will support both construction and long-term operations, making the Property ideal for the development of the Facility.

Economic Impact

- Direct Revenue Sources: Court rentals, tournament hosting fees, memberships, pro shop sales, hotel room rentals, F&B services.
- Indirect Revenue: Local tourism spend, job creation, and tax contributions.
- The project is expected to generate local employment (management, hospitality, coaching, maintenance) and stimulate surrounding businesses.

Cost and Investment

Estimated development costs include land preparation, court and facility construction, hotel development, and initial staffing. Funding will be sought through a combination of private investment, bank financing, and potential public-private partnerships or grants supporting community recreation and tourism.

Risk Assessment

- Mitigated Risks: Diversified revenue streams, increasing interest in sports tourism, potential for hosting large events.
- Primary Risks: Seasonality, weather impacts (for outdoor courts), competitive lodging

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

supply.

The Primary Risks identified above can be offset through, among other things, design strategies (e.g., indoor courts), strategic marketing, and bundled hotel-court packages.

Conclusion

Our preliminary analysis supports the feasibility of a combined pickleball/tennis facility with an adjacent hotel. With proper planning, market positioning, and operational management, this project has strong potential for financial viability, community value, and long-term growth.

Economic Output and Impact

Our analysis of the economic impact would be substantial for the county and local businesses and has the potential of creating upward of 800 jobs and over \$13 million in tax revenue within the first five years and over \$100 million in economic impact. These are conservative calculations using sales and membership data along with conservative hotel projections.

- Hotel: 200 room hotel, 75% occupancy, \$150 daily rate
- Memberships: 2000 at \$75 monthly average (pickleball, gym, and tennis)
- Court Rental Revenue at \$20 per hour
- Tournament Revenue based on 12 pickleball and 11 tennis tournaments with 500 out of town visitors per event. (2 night stay)
- 4 Concert events annually with 500 visitors (1 night stay)
- Hotel Tax of 8%, Sales tax of 8.5%, Property tax of 1.08%
- Economic Output and Impact multipliers of 1.5
- Household earnings multiplier of 1.3
- Indirect Jobs multiplier of 1.5

Total Revenue Estimates

The following preliminary estimates are based on information and projections calculated by Developer and subject to change.

Year	Hotel Revenue	Membership revenue	Court Rental Revenue	Tournament Revenue	Total Annual Revenue
1	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

2	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500
3	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500
4	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500
5	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500
5 year Total					\$80,857,500

Total Tax Revenue

Year	Hotel Tax Revenue	Property Tax Revenue	Sales Tax Revenue	Total Tax Revenue
1	\$657,000	\$756,000	\$1,374,578	\$2,787,578
2	\$657,000	\$756,000	\$1,374,578	\$2,787,578
3	\$657,000	\$756,000	\$1,374,578	\$2,787,578
4	\$657,000	\$756,000	\$1,374,578	\$2,787,578
5	\$657,000	\$756,000	\$1,374,578	\$2,787,578
5 year total				\$13,937,888

Job Creation

Description	Amount
Direct Jobs Created	350
Indirect Jobs Created	525
Total Jobs Created	875

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Economic Impact 5 year totals

Total Annual Revenue	Total Tax Revenue	Total Economic Output	Total Household Earnings	Total Economic Impact
\$80,857,500	\$13,937,888	\$121,286,250	\$157,672,125	\$181,929,375

Visitor Spending Analysis

Visitor spending will contribute significantly to the local economy, generating income for local businesses in various sectors such as dining, shopping, and entertainment.

Estimated Annual Visitor Nights: (only complex specific, not counting, the other potential 29,000)

- Pickleball Tournaments: 12 events × 500 visitors × 2 nights = 12,000 visitor nights
- Tennis Tournaments: 11 events × 500 visitors × 2 nights = 11,000 visitor nights
- Concert Events: 4 events × 500 visitors × 1 night = 2,000 visitor nights

Total Visitor Nights: 12,000 + 11,000 + 2,000 = 25,000 visitor nights annually.

Total Visitor Spending Estimate:

Category	Amount
Estimated Annual Visitor Nights	25,000
Estimated Total Annual Visitor Spending	\$6,875,000

Proposal:

Proposal for Richmond County involvement would be to assist in developing the Outdoor Tennis Courts. We propose the SPLOST 8 funds that are currently allocated for the Newman Tennis Center be used toward the development of the Outdoor Tennis Courts.

Additionally we propose a private management company administer the tennis/pickleball

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

operations, ensuring the facility's potential is maximized for maximum county resident use, low and middle income resident access and programming, children's programming and development of youth fitness initiatives. Richmond County would fund development of the Outdoor Tennis Courts and pay \$1.00 per year to lease the Outdoor Tennis Courts and Richmond County would reimburse Developer or pay for the maintenance, property taxes, and utilities associated with the Outdoor Tennis Courts. The lease would renew annually.

Continued improvement and management of Flemming and Diamond Lakes would fall under the private management. In hopes to raise funds to bring those locations up to competitive courts as well. Our Overall vision for Augusta is to have at least 50 competitive tennis courts.

Project Timeline:

We anticipate purchasing the Property by mid-May with immediate ground breaking on property in the form of grading. We project a 12-14 month timeline on Facility development and beginning of infrastructure on site. We will be bonded and use monthly invoicing of funds only after work is completed.

Total time for entire project completion is 2028. This would include pickleball, tennis and hotel completion.

We anticipate an operational tennis facility by the end of 2026 or the beginning of 2027.

Finance Planning:

Private funding with debt service through Queensborough National Bank and Trust will be used to purchase the Property and fund the Facility.

Richmond County Splost 8 funds for the development of the Outdoor Tennis Courts development. This would be bonded and only billed after the work has been completed. We estimate the total cost of building 18 new competition level tennis courts with associated restroom facilities, seating, lighting and appropriate technology to be around 8.5 million dollars. We are asking Richmond County to use the 7.5 million to be the first injection into the project.

The club house associated with the Pickleball indoor facility will have locker rooms, restrooms, retail store for beverages and other amenities that can be used by the public. The Indoor facility will be ADA compliant and include a pro shop as well. The private management organization will also operate activities and tournaments out of the indoor facility.

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Tennis Venue Cost Breakdown

The following preliminary breakdown is based on information and projections calculated by Developer and subject to change.

Item	Quantity/Details	Estimated Unit Cost	Total Cost
Tennis Court Construction	18 courts (including surfacing, nets, basic amenities)	\$150,000/court	\$2,700,000
Lighting Installation	High-intensity sports lighting per court	\$30,000/court	\$540,000
Fencing	Perimeter fencing around each court	\$15,000/court	\$270,000
Additional Nets/Accessories	Extra nets or accessories	\$2,000/court	\$36,000
Grading & Site Preparation	Overall site grading for 6 acres	Lump sum	\$1,500,000
Bathroom Facilities	2 permanent bathroom sites	\$300,000 each	\$600,000
Walking Course Development	Paved/landscaped perimeter walking path	Lump sum	\$100,000
Seating	Bleacher-style seating for 2,000 people	\$500 per seat	\$1,000,000
Cameras & Security	Advanced camera & security system with internet per court for televised events	\$20,000 per court	\$360,000
Subtotal			\$7,106,000
Development Fee (15% of subtotal)	15% fee on initial subtotal		\$1,065,900
Subtotal Including Development Fee			\$8,171,900
Contingency (5% above total)	For unforeseen conditions and design changes		\$408,595
Total Estimated Cost			\$8,580,495

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Data to Support:

This type of project is not new to Georgia or other economies. Recently Macon, Georgia and Rome, Georgia have dove into the markets of both tennis and pickleball and have done well.

Macon created Rhythm and Rally, a large indoor pickleball facility with 32 indoor courts and host monthly tournaments. Rome, Georgia has a large tennis facility with over 50 courts hosting NCAA and USTA events. Both Georgia sites have shown significant growth and economic impact in their relative communities. Other areas have also had success.

1. Rhythm and Rally (Macon/Bibb County Project) has 32 pickleball only courts with an estimated economic impact of ~\$125 million.

Source: <https://communityplaymaker.com/features/courting-opportunity/>
<https://www.built.fnf.com/alex-morrison>

2. Introducing a State-of-the-Art Pickleball Court Facility Through a Groundbreaking Public-Private Partnership.

Source: <https://pickleballminute.com/introducing-a-state-of-the-art-pickleball-court-facility-through-a-groundbreaking-public-private-partnership/>

3. Rome Tennis Center/Floyd County—Tennis only facility with an estimated economic impact of over \$28.1M a year.

Source: Potential Economic Impact Study of Rome Tennis Center by University of Georgia College of Business: https://www.terry.uga.edu/wp-content/uploads/proposed_tennis_center.pdf

4. Rock Hill, SC Sports Complex—over \$60M in economic impact

Source: <https://mytinow.com/2022/02/02/rock-hill-feels-economic-impact-from-sports-event-center/>

Collaboration Potential and Impact on Local entities:

Augusta University

Augusta Tech

Augusta Sports Council

Destination Augusta

Possible Opponents and Concerns:

1. Increased traffic congestion

a. Off of I20 and Wheeler Road, can easily handle moderate increase.

2. Parking

a. Initial designs we have over 650 total parking spaces on site which should offload a lot of congestion

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

- b. Most tournaments are on weekends when traffic will be lessened.
- 3. Newman Tennis Proponents
 - a. The last thing we want to do is take away from the attributes that the Newman Tennis center has provided over the years.
 - i. We have chosen location within 4 miles of the Newman Tennis center
 - ii. We plead to those constituents to give us a chance to build a first class and competitive tennis center from the ground up and bring Tennis back to Augusta, hosting USTA tournaments and NCAA events. We want to additionally bring a quality pro shop, and club house for relaxation. Offering onsite pros, clinics, and local tournaments as well. Finally we want to bring the love of the sport back to Augusta and the youth with multiple youth and minority programs and school programs.
 - iii. The cost to truly bring Newman up to competition levels again is complete replacement, start over project involving a tear down and reconstruction which will cost more than the allotted Splost 8 funds.

Qualifications and Contacts:

Dr. Troy W Akers

US Army veteran

Chief of Emergency Medicine DDEAMC

Local Entrepreneur and Business Man

Founder and CEO of Dink'd (Indoor Pickleball facility on Fury's Ferry)

Dr. Akers is an experienced business man who brought the first Crumbl to the area and was very successful. He also has been the Chief Medical Officer at Fort Gordon. He has a sense for business and most importantly loves Augusta and wants to see it succeed.

Email: troy.w.akers@gmail.com

Dr. Troy P Coon

US Army Veteran

Emergency Medicine Physician

Local Entrepreneur and Business Man

Founder and CEO of Perfect Health Urgent Care and Medical Weight Loss

CFO of Dink'd

Dr. Coon has been a long time resident of the CSRA, working at or with most of the local hospitals, before starting and growing Urgent care centers in Evans, Martinez, Grovetown and South

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Augusta beginning in 2013 and eventually selling them to Wellstar in 2024. Deployed to Iraq 2007-2008 Dr. Coon led his emergency department overseas as well. Dr. Coon is also committed to seeing health lifestyle activities in Augusta grow along with the economy.

Email: troycoonmd@perfecthealth247.com

John Allen

Key partner of Allen+Batchelor Construction

Batchelor Construction was founded by deVane Batchelor in March of 1994 in Augusta, Georgia. Four years later, John Allen joined the company, and the name was changed to Allen+Batchelor Construction (A+B). For 30 years A+B has successfully completed projects in the Central Savannah River Area, Columbia SC, and Sandersville, GA. With a systematic approach to project delivery, we have a proven track record of completing projects on time, and within budget for our customers. In the 30 years that A+B has been in business, the majority of our projects have been either Design+Build or Construction Management at Risk. All of these projects we provided preconstruction services during the design process to ensure that the customer was gaining the best value, was within their ending budget, and expedited construction.

Email: john@allenbatchelor.com

Civil Engineer: Bo Slaughter with James G Swift and Associates

Architect: McMillan Pazdan Smith Architecture

Banking:

Queensborough National Bank and Trust

Adam Harris

Charles Bennett

T&T Developers, LLC

Owned by Dr. Coon and Dr. Akers

LLC that will be purchasing the land and developing the projects.

Hull Barrett, PC: Ben Dinges Attorney

Ben Dinges has successfully represented clients in a variety of transactional matters. His practice primarily focuses on real estate, corporate, and commercial transactions.

Ben has represented buyers and sellers of real property and assets related to business operations; commercial developers in all aspects of property acquisition, financing, leasing, zoning, and land use; lenders and borrowers in various loan transactions; and residential builders in connection with the acquisition of real property and establishment of associations and covenants. He has also facilitated a wide variety of corporate transactions, including private

Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

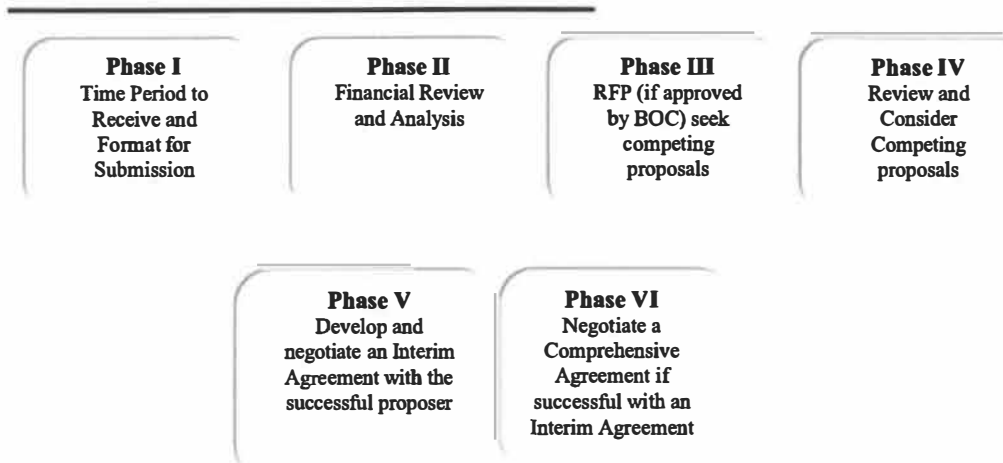
acquisitions, reorganizations involving conversions and mergers, and the preparation of governing documents.

Closing Thoughts:

This project has been underway for years and a tremendous amount of planning and work has already gone into producing the best possible product for Richmond County. We hope with the support of the county we can finally bring Tennis back to the community and introduce Richmond county to the fastest growing sport in the world, Pickleball. We appreciate all consideration and look forward to working further with all the representatives and constituents of Richmond County.



Guidelines and Procedures for Unsolicited Proposals



First Edition: May 2017
Second Edition: August 2, 2017
Third Edition: April 2, 2025

Approved amendment (ordinance) to Augusta, Georgia Procurement Code to include the adoption of Public-Private Partnership (P3) "Unsolicited Proposals". (Approved by Administrative Services Committee July 11, 2017) (Approved by Commission July 18, 2017 – Second Reading).

Table of Contents

Disclaimer
Introduction by the Director
Overview
Purpose of the Document
Sec. 1-10-66 Guidelines

Phase I Page 6

Sec. 1-10-67 Time Period for Receiving Unsolicited Proposals and Format for Submissions

1. Time Period
2. Format for Submissions
 - (a) Project description
 - (b) Project feasibility statement
 - (c) Proposed project schedule
 - (d) Project financing plan
 - (e) Business case statement
 - (f) *Description of any anticipated public support or opposition
 - (g) *Qualifications and experience
 - (h) *Names and addresses of persons who may be contacted and
 - (i) *Additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA
 (*See Appendix for additional information)

Phase II Page 11

Sec. 1-10-68 Procedures for the Financial Review and Analysis of an Unsolicited Proposal

Sec. 1-10-69 Criteria for identifying and Appointing Independent Advisors

Sec. 1-10-70 Criteria for Determining Fees (See Appendix A)

**Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal
 Georgia Open Record Act**

Phase III Page 12

Sec. 1-10-72 Request for Proposals

**Sec. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to Offer
 Competing Proposals**

Phase IV Page 13

**Sec. 1-10-74 Procedures for Processing, Review and Consideration of Competing
 Proposals.**

Sec. 1-10-75 Glossary

Phase V Page 18

Interim and Comprehensive Agreements.

Phase VI..... Page 19

Comprehensive Agreement Terms

APPENDICES

- A. Fee Schedule**
- B. References format**
- C. Letter of Interest Template**
- D. Declaration to Abide by Process**
- E. Unsolicited Proposals Briefing Note Template (Advisory Committee)**
- F. Strategic Review Scoring Sheet Template (Evaluation Committee)**
- G. Advertisement to Public to receive Unsolicited Proposals Template(Procurement)**
- H. Criteria for Evaluation (Evaluation Committee)**
- I. Submission Checklist**
- J. Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act**



DISCLAIMER

The guidelines contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

This information is provided on an “as” needed basis. Updates to these guidelines will be made as needed due to any error found in the documentation or as policy and management dictate.

As with any documentation or guidelines, improvements can and should be made. Any additions, suggestions or comments for improvement are encouraged. This documentation is not meant to be a complete instructional document. The intent is to provide guidelines that, if followed, will result in better quality and consistency plans and documents.

Augusta, Georgia’s Procurement Office perform annual compliance reviews of its PPFIA guidelines and periodically engage in a more comprehensive review of the guidelines and its overall PPFIA process.

Any recommendation for improvement to this documentation is welcome. Any errors found should be brought to the attention of the Procurement Department so corrections can be made. Any additional information or detailed explanation needed to this documentation should be documented and mailed or emailed to:

Darrell White, Interim, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL GUIDELINES MANUAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

E-mail to:

unsolicitedproposal@augustaga.gov

Georgia’s PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is:

<http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



Introduction by the Director

Augusta, Georgia is committed to improving the facilitation of infrastructure, service delivery and private sector investment within Augusta, Georgia. By introducing this policy, Augusta, Georgia is creating a clear pathway for prospective bidders to submit innovative and unique ideas that align with Augusta, Georgia's strategic agenda.

It is important genuine Unsolicited Proposals, which cannot be managed by normal procurement processes, have an alternative process that is both efficient and effective for prospective bidders and Government.

The *Guidelines for Unsolicited Proposals* provides a transparent structure for both proposers and Government to inform themselves with respect to the treatment of Unsolicited Proposals for public infrastructure, service delivery and private sector investment in Augusta, Georgia.

The document's main objective is to provide consistency and clarity to any parties involved in an Unsolicited Proposal submission, both private and public sectors alike, on how submissions are evaluated and tendered in order to meet Augusta, Georgia's principles of ensuring public interest, delivering value for money, and achieving appropriate delivery.

The Guidelines will ensure accountability and fairness are maintained throughout the Government's process of consideration of Unsolicited Proposals, while also maximizing value for money to Augusta, Georgia and staying within Augusta, Georgia's affordability envelope.

For additional information, please visit the following websites:

<http://www.augustaga.gov/unsolicitedproposal>

The PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is: <http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



Overview

Background

Developing a strong and resilient economy in Augusta, Georgia (local government) requires an appropriate level of investment to be maintained for economic infrastructure, such as transport links to allow the movement of resources, communications to support the spread of information and utility networks to provide basic services for businesses and households.

Historically, Augusta, Georgia has relied on traditional procurement methods to deliver capital and service requirements. While traditional approaches work well for simple and low risk infrastructure procurements, they do not always provide the incentives to innovate improve service delivery or realize whole of life value for money outcomes.

Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (hereinafter referred to as “the Act”) on May 5, 2015. The Act allows state and local government entities to partner with private entities on “qualifying projects,” broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act.

The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia.

On July 11, 2017 approved the conceptual model of Public-Private Partnership (P3) and on July 18, 2017 (second reading), the Augusta Commission adopted the model guidelines from the Partnership for Public Facilities and Infrastructure Act of 2015 Guidelines Committee. (A copy of the adopted policy is provided as Attachment A.) The policy addresses submittal requirements, proposal preparation costs, proposal evaluation process, and evaluation fees.

Georgia’s Bill SB59 - Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) Model Guidelines, www.augustaga.gov

Guideline and Procedures – AUGUSTA, GA CODE – Article 7, www.augustaga.gov.



Purpose of the Document

For the purpose of this policy, Augusta, Georgia defines an unsolicited proposal as an approach to Augusta by a Proponent with a proposal not requested by Augusta. The proposal must be a written proposal for a qualifying project that is received by Augusta, Georgia – Consolidated Government and is not in response to any request for proposal for a qualifying project issued by Augusta, Georgia at the published time and placed advertised by Augusta. As anticipated in all phases of these Guidelines (First Edition, March 2017), this Edition follows the commitment to perform a review approximately two years from their initial release.

Augusta, Georgia has defined key strategic and operational priorities for advancing the economic and social needs of Augusta, Georgia.

There may be opportunities for a partnership between Augusta, Georgia and the private sector that may not be at the forefront of Augusta, Georgia's strategic priorities or infrastructure agenda. Similarly, some business activities that would normally be conducted by the private sector may nonetheless require Government support of some form. 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, may also submit Unsolicited Proposals.

The *Guidelines for Unsolicited Proposals* policy document sets out the requirements of the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015, model. It aims to provide consistency and certainty to the market on how Unsolicited Proposals will be assessed against key principles of the Augusta, Georgia in meeting its strategic objectives and providing value for money. The model will also promote standardization and consistency with respect to capital project planning and delivery.



Guidelines

Augusta, Georgia adopted the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) (OCGA §36-91-110 *et seq.*) on July 18, 2017. Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-effective fashion.

In order for a project to come under the PPFIA, it must meet the definition of a “qualifying project.” A “qualifying project” is defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need; provided, however, qualifying projects do not include projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

The following guidelines have been adopted by the governing body of Augusta, Georgia (the “Local Government”) to govern the process for receiving, reviewing and approving unsolicited proposals for qualifying projects. Augusta, Georgia shall not consider any unsolicited proposal that has not been evaluated pursuant to Article 7 of the AUGUSTA, GA CODE.

In the event of any conflict between these guidelines and the PPFIA, the terms of the PPFIA shall control.

Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals.



Figure 1 illustrates the Six-phase process used by Augusta, Georgia.

The Six Phase Process aims to both incentivize the Proposers to submit Unsolicited Proposals, and provide a range of procurement mechanisms to deliver effective outcomes fit-for-purpose to each proposal and Augusta, Georgia.

At any stage, Augusta, Georgia reserves the right to cease its review or consideration of any unsolicited proposal.

Phase I

SEC. 1-10-67 TIME PERIOD FOR RECEIVING UNSOLICITED PROPOSALS AND FORMAT FOR SUBMISSIONS.

- (1) Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

Please submit six (6) copies and one bound and one unbound copy of the proposal.

All questions must be submitted in writing by fax to (706) 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

- (2) Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contacted and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

The format and information to be included in any unsolicited proposal are as follows:

(a) **PROJECT DESCRIPTION**

Required to be included under PPFIA:

- (i) Provide a description of the project, including the location of the project, the conceptual design of such facility, or facilities, and a conceptual plan for the provision of services or technological infrastructure.

Required to be included by Local Government:¹

- (ii) Identify and fully describe the scope of work to be performed by the proposer with enough detail to allow an analysis by Augusta, Georgia.
- (iii) Identify and fully describe any work to be performed by Augusta.
- (iv) Identify any anticipated adverse social, economic, and environmental impacts of the project.
- (v) Identify the projected positive social, economic, and environmental impacts of the project.
- (vi) State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on Augusta's use of the project.

(b) **PROJECT FEASIBILITY STATEMENT**

- (i) A feasibility statement that includes:
 - (A) The method by which the private entity proposes to secure any necessary property interests required for the project;
 - (B) A list of all permits and approvals required for the project from local, state, or federal agencies; and
 - (C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;
- (ii) Provide a list of any contingencies that must occur for the project to be successful.
- (iii) Provide a list of any other assumptions relied on for the project to be successful.
- (iv) Provide information relative to ongoing maintenance and operational costs after the project is completed.

¹ The items listed under the subheading "Required to be included by Local Government" are not required by the PPFIA to be included in a Local Government's Guidelines and may be modified or deleted by the Local Government prior to approval.

(c) PROJECT SCHEDULE

- (i) A schedule for initiation, construction, and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity.
- (ii) A schedule for obtaining all federal, state, and local permits and approvals required for the project.
- (iii) Identify the proposed schedule for strategies or actions to mitigate known impacts of the project.
- (iv) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

(d) PROJECT FINANCING PLAN

- (i) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; and description of user fees, lease payments and other service payments over the term of the proposed comprehensive agreement (as defined in the PPFIA); and a methodology and circumstances for changes to such user fees, lease payments and other service payments over time.
- (ii) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- (iii) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required containing enough detail to allow an analysis by the local government of the financial feasibility of the proposed project. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Identify the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
- (iv) Provide a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- (v) Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the local government's credit or revenue.
- (vi) Identify the amounts and the terms and conditions for any revenue sources.
- (vii) Describe a proposed allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- (viii) Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law. Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

(e) **BUSINESS CASE STATEMENT**

- (i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time data.
- (ii) Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.
- (iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- (iv) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- (v) Specify the strategies or actions to mitigate known impacts of the project.

- (vi) Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Augusta and whether the project is critical to attracting or maintaining competitive industries and businesses to Augusta or the surrounding region.
- (vii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan.
- (viii) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data.

(f) CONTACTS

- (i) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal.
- (ii) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- (iii) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.
- (iv) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- (v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.
- (vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of Georgia and/or Augusta, Georgia conflict of interest laws.

Phase II

SEC. 1-10-68 PROCEDURES FOR THE FINANCIAL REVIEW AND ANALYSIS OF AN UNSOLICITED PROPOSAL.

(1) Upon receipt of an unsolicited proposal, Augusta, Georgia shall:

- (a) Send the proposer an acknowledgement of receipt of the unsolicited proposal and provide that Augusta, Georgia will conduct a review of that proposal and either (a) reject the unsolicited proposal or (b) accept the unsolicited proposal and seek competing bids for the proposed project as required pursuant to the Guidelines and the PPFIA;
- (b) Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals. To assist in the evaluation process, two committees will be established. The first is an **Advisory Committee** consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. (Designees of the Administrator, Procurement, Finance and Engineering Departments or designees from other departments depending on the scope of the proposal). To assist in the evaluation process, an **Evaluation Committee** will consist of the Advisory Committee and any designees consisting of not less than three members, other members can include individuals with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants
- (c) Decide whether it will engage independent advisors, as provided in AUGUSTA, GA CODE Sec. 1-10-69 below, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and
- (d) Provide the proposer with the proposed Local Government fee estimate to be paid by the proposer to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as calculated in AUGUSTA, GA CODE Sec. 1-10-70 below.

(2) The Evaluation Committee, together with any independent advisors, shall perform the following financial review and analysis of the unsolicited proposal:

- (a) A cost-benefit analysis;
- (b) Evaluation of the public need for or benefit derived from the qualifying project;
- (c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;
- (d) Evaluation of the source of funding for the project;
- (e) Consideration of plans to ensure timely development or operation;
- (f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and
- (g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.

After reviewing the proposal, the Evaluation Committee shall make a recommendation to the governing body of the Augusta, Georgia (the Board of Commission) to reject or accept the unsolicited proposal.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

Phase III

SEC. 1-10-72 REQUEST FOR PROPOSALS.

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia (www.augustaga.gov) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

Phase IV

SEC. 1-10-74 PROCEDURES FOR PROCESSING, REVIEW AND CONSIDERATION OF COMPETING PROPOSALS.

After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of the Local Government prior to submitting a request for proposal for such qualifying project. The evaluation committee of Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) **QUALIFICATIONS AND EXPERIENCE** – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:

- (a) Experience with similar projects;
- (b) Demonstration of ability to perform work;

- (c) Leadership structure;
 - (d) Project Manager's experience;
 - (e) Management approach
 - (f) Financial condition; and
 - (g) Project ownership.
- (2) **PROJECT CHARACTERISTICS** – Factors to be considered in determining the project characteristics include:
- (a) Project definition;
 - (b) Proposed project schedule;
 - (c) Operation of the project;
 - (d) Technology; technical feasibility;
 - (e) Conformity to laws, regulations, and standards;
 - (f) Environmental impacts;
 - (g) Condemnation impacts;
 - (h) State and local permits; and
 - (i) Maintenance of the project.
- (3) **PROJECT FINANCING** – Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:
- (a) Cost and cost benefit to Augusta, Georgia;
 - (b) Financing and the impact on the debt burden of Augusta, Georgia or appropriating body;
 - (c) Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
 - (d) Opportunity costs assessment;
 - (e) Estimated cost;
 - (f) Life-cycle cost analysis;
 - (g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
 - (h) Such other items as Augusta, Georgia deems appropriate.
- In the event that any project is financed through the issuance of obligations that are deemed tax-supported debt of Augusta, Georgia, or if financing such a project may impact Augusta, Georgia's debt rating or financial position, Augusta, Georgia may select its own finance team, source, and financing vehicle.
- (4) **PROJECT BENEFIT AND COMPATIBILITY** – Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:
- (a) Community benefits;
 - (b) Community support or opposition, or both;
 - (c) Public involvement strategy;

- (d) Compatibility with existing and planned facilities; and
 - (e) Compatibility with local, regional, and state economic development efforts.
- (5) **OTHER FACTORS** – Other factors that may be considered by Augusta, Georgia in the evaluation and selection of competing proposals include:
- (a) The proposed cost of the qualifying project;
 - (b) The general reputation, industry experience, and financial capacity of the private entity;
 - (c) The proposed design of the qualifying project;
 - (d) The eligibility of the project for accelerated documentation, review, and selection;
 - (e) Local citizen and government comments;
 - (f) Benefits to the public, including financial and nonfinancial;
 - (g) The private entity's compliance with a local small business enterprise participation plan or good faith effort to comply with the goals of such plan;
 - (h) The private entity's plans to employ local contractors and residents;
 - (i) The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
 - (j) Other criteria that the local government deems appropriate.

Sec. 1-10-75 DEFINITIONS:

For the purpose of Article 7, the following definitions shall apply. With the exception of specifically defined terms set forth herein, all words shall have their ordinary and usual meanings. In the event of conflict, the specific definition set out herein shall presumptively, but not conclusively prevail over the ordinary and usual meanings.

ADVISOR - The Unsolicited Proposals Advisory Committee may contract with external party on a range of issues including commercial, technical and other issues.

ADVISORY COMMITTEE – The Procurement Director shall select the members of the Advisory Committee consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. Designees of the Administrator, Procurement, Finance, Engineering and Compliance Departments and/or designees from other departments may be included depending on the scope of the proposal. The Advisory Committee will assist in the evaluation process.

ASSESSMENT CRITERIA - Criteria upon which the Unsolicited Proposal will be assessed as determined by the Unsolicited Proposals Advisory Committee on a case-by-case basis.

COMPREHENSIVE AGREEMENT - The written agreement between the private entity and Augusta, Georgia required pursuant to the Public-Private Facilities and Infrastructure Act of 2015 ("PPFIA).

DETAILED SUBMISSION - A more detailed submission following approval at the Concept Phase 1.

DEVELOP OR DEVELOPMENT - To plan, design, develop, finance, lease, acquire, install, construct, operate, maintain or expand.

ECONOMIC APPRAISAL - A systematic means of analyzing all the costs and benefits of various ways in which a project objective can be met. It shows:

- Whether the benefits of a project exceed its costs;
- Which option has the highest net benefit; and
- Which option is the most cost effective, where benefits are equivalent.

The preferred approach for a Government project for an economic appraisal is Cost-Benefit-Analysis (“CBA”) and whole of life cost estimates.

EVALUATION COMMITTEE - A committee of representatives established to oversee and assess an Unsolicited Proposal. Also referred to as Unsolicited Proposals Evaluation Committee in Phase 2.

FINANCIAL REVIEW – The Evaluation Committee, together with any independent advisors, shall perform a financial review and analysis of the unsolicited proposal as referred in Phase 2.

GOVERNMENT – Augusta, Georgia

INDEPENDENT ADVISOR - An individual with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal.

INTELLECTUAL PROPERTY (“IP”) - Inventions, original designs and practical applications of good ideas protected by law through copyright, patents, registered designs, circuit layout rights and trademarks, also trade secrets, proprietary know-how and other confidential information protected against unlawful disclosure by common law and through additional contractual obligations such as Confidential Agreements.

INTERIM AGREEMENT - An agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

LETTER OF INTEREST (“LOI”) - Cover letter attached to the initial submission made by the Proposer to initiate the Phased Process for Unsolicited Proposals.

LOCAL GOVERNMENT - Any county, municipality, consolidated government, or board of education. For purposes of this Article, Augusta, Georgia Consolidated Government.

PHASE PROCESS - Augusta, Georgia’s six-phase process of validating, evaluating and awarding projects that are initiated by Unsolicited Proposals.

PROPOSER - Any person or organization that submits the Unsolicited Proposal except for Augusta, Georgia's agencies and departments.

PRIVATE ENTITY - Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

QUALIFYING PROJECT - Any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA, subsequently reviewed, and approved by a local government, that has a public purpose or public need, as determined by the local government. A "qualifying project" shall not include and shall have no application to any project involving:

- (1) The generation of electric energy for sale pursuant to Chapter 3 of Title 46 of the Official Code of Georgia Annotated;
- (2) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated;
- (3) Cable and video services pursuant to Chapter 76 of title 36 of the Official Code of Georgia Annotated; or
- (4) Water reservoir projects as defined in paragraph (10) of OCGA §12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

REVENUE - All revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

STATE - The State of Georgia.

TRANSACTION PHASE - Transaction Phase may involve, subject to the delivery model, procurement phase followed by contract negotiations and execution. Note, public, community and stakeholder consultations may occur during the Transaction Phase.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

Phase V

INTERIM AND COMPREHENSIVE AGREEMENTS.

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the local government. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The local government may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the local government and the selected proposer with regard to the project.

(1) **Interim Agreement Terms.**

The scope of an interim agreement may include but is not limited to:

- (a) Project planning and development;
- (b) Design and engineering;
- (c) Environmental analysis and mitigation;
- (d) Survey;
- (e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
- (f) Establishing a process and timing of the negotiation of the comprehensive agreement; and
- (g) Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Phase VI

(2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

- (a) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (b) Dates and schedules for the completion of the qualifying project;
- (c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (d) Any reimbursements to be paid to the local government for services provided by the local government;
- (e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;
- (f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;
- (g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;
- (h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;
- (i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;
- (j) The filing of appropriate financial statements to the local government on a periodic basis; and
- (k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

APPENDICES

The following appendices contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

Every proposer will follow the guidelines stated in this manual.

Appendix A: Fee Schedule

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as required in AUGUSTA, GA CODE Sec. 1-10-70.

Unsolicited Proposals will be subject to two types of review fee: a) the initial proposal processing fee; and, b) detailed evaluation fee. Both fees must be paid by cashier's check made payable to Augusta, Georgia.

The initial proposal-processing fee is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< Million	\$5 000
\$1 Million - \$20 Million	\$10 000
\$20 Million - \$50 Million	\$20,000
\$50 Million - \$100 Million	\$35 000
\$100 Million - \$500 Million	\$60 000
\$250 Million - \$500 Million	\$85 000
\$500 Million - \$1 Billion	\$110,000
> Billion	TBD

These amounts are subject to annual adjustment to reflect inflation or in response to market conditions. The current fees will be updated as necessary and available on Augusta, Georgia's website.

For any unsolicited proposal of the development of a project received by Augusta, Georgia may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

A private entity assumes all risk in submission of a proposal or unsolicited proposal and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Appendix B: References

SAMPLE REFERENCE SHEET

Your Name
 Street address
 City, state, and zip
 Telephone Number(s)
 e-mail address

REFERENCES

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Appendix C: Letter of Interest Template

[Date]

Director of Procurement
Unsolicited Proposals
535 Telfair Street – Suite 605
Augusta, Georgia 30901

**RE: UNSOLICITED PROPOSAL – LETTER OF INTEREST –
PROJECT NAME:**

Dear Sir/Madam,

[Letter to contain brief detail of the following:

- Individual/organization introduction;
- Proposal idea/concept;
- Total estimated investment for the project;
- Value proposition to Augusta, Georgia ; and
- Contact details.]

Sincerely,

[Signature]

[Name & Title]

[Organization]

Appendix D: Declaration to Abide by Process

Date	
Name	
Organization	
To	
In relation to the	

Declaration

I, _____, [insert full name]

 [Insert organization and address] agree and acknowledge that I abide by the process outlined in this document including the following:

- No intellectual property transfer to Augusta, Georgia at the Concept Submission, any material presented will be at my discretion;
- No approaches will be made to the Board of Commission or other officers within Augusta, Georgia prior, during and after the Phased Process relating to an Unsolicited Proposal; and
- In the event of a rejected proposal, no further approaches are made to Augusta, Georgia regarding the Unsolicited Proposal until at least 18 months have transpired since the Concept Submission.

Executed as a Deed

Signed, seal and delivered

Signature of Declarant	
Name of Declarant	
Signature of Witness	
Name of Witness	

Appendix E: Unsolicited Proposals Briefing Note Template

[Date]

[Ref]

[Unsolicited Proposal Title]

[Unsolicited Proposal
Summary]

Decision Matrix

Criteria	No	Yes
1. Does the proposal directly conflict with a stated Government policy position?		
2. Is there an existing Government process/procedure in place to manage this proposal?		
3. Is the proposal unique in its value offering to justify a dedicated process?		
4. Does the proposal inhibit or stifle competition in Augusta, Georgia Procurement Code?		
5. Does the proposal require a change to or impact the Government in a way that can be considered too complex or inhibits Government's ability to complete it in a timely manner?		
6. Has the proposal been rejected before by Government? Has the proposal or context materially changed?		

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Additional attendance by other Directors whose directorates are materially impacted by the unsolicited proposal; and/or
 - Request input/advice from other Directors whose directorates are broadly impacted by the unsolicited proposal; and/or
 - Request input/advice from Commission Committee for Unsolicited Proposals that have a whole-of- government impact; and/or
 - Any clarification or information requirements to be sought from the Proponent.]
- [Note: this appendix is for content guidance only]

Appendix F: Strategic Review Scoring Sheet Template

At the Unsolicited Proposals Evaluation the Committee's discretion, they may utilize scoring sheets as part of the assessment of whether a Concept Submission should proceed to Detailed Submission (Phase 2).

A holistic approach should be adopted when scoring a Concept Submission and consider, amongst other things:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed. A scoring sheet template has been provided to assist with a strategic Multi Criteria Assessment.

Scoring Criteria	1	2	3	4	5
1. Does the proposal strategically align with current Government policy and objectives? (1 = Weak; 5 = Strong)					
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) (1 = No benefits; 5 = High benefits)					
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) (1 = High impact; 5 = No impact)					
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? (1 = No revenues; 5 = Substantial revenues)					
5. Does the Committee believe that the proposal will likely have an impact on the community? (1 = Negative impact; 5 = Positive impact)					
6. Does the Committee believe that the proposal will likely have an impact on the environment? (1 = Negative impact; 5 = Positive impact)					
7. Are the risks associated with the proposal acceptable to Government? (1 = Not acceptable; 5 = Acceptable)					
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? (1 = Not achievable; 5 = Achievable)					
9. Intuitively, does the Committee believe that the proposal may be viable but lack					

Scoring Criteria	1	2	3	4	5
adequate information to make a decision? (1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required)					
10. Does this proposal represent a value proposition that the Government should consider? (1 = No; 5 = Yes)					

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Any clarification or information requirements to be sought from the Proponent.]

Appendix G: Advertisement to Public to receive Unsolicited Proposals Template

Time Period for Receiving Unsolicited Proposals and Format for Submissions.

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

Please submit six (6) copies and one unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA"). Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

Note: "Unsolicited Proposal" means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

The format and information to be included in any unsolicited proposal can be found:

<http://www.augustaga.gov/unsolicitedproposal>

Publish:

Legal Organ: Augusta Chronicle 9/21, 28; 10/5, 12, 19 and 26, 2017

Metro Courier: 9/27

Electronic Means: Onvia (Demand Star) 9/21 thru opening

Internet Website: ARCBid www.augustaga.gov

Georgia Procurement Registry: 9/21 thru opening

cc: Commissioners
Janice Allen Jackson, Administrator
Chester Brazzell,
Deputy Administrator

Appendix H

Criteria for Evaluation Request for Proposals Template

PHASE 1

RFP - Evaluation/Scoring Guidelines

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the referenced questions.

Superior: 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to Augusta, Georgia.

Good Response: 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

Fair Response: 525 – 599 Points minimally meets most requirements of the RFP. Respondent/Offeror(s) demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

Failed Response: 0 – 524 Points does not meet the requirements of the RFP. Respondent/Offeror(s) has not demonstrated sufficient knowledge of the subject matter.

Note: Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

PHASE 2

Selection. After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of Augusta, Georgia prior to submitting a request for proposal for such qualifying project. The evaluation committee of the Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) Project Financing
- (2) Qualifications and Experience
- (3) Project Characteristics
- (4) Project Benefit and Compatibility
- (5) Other Factors
- (6) References

Selection.

The evaluation committee and advisor, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

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

Appendix H

Sample Evaluation Form

Unsolicited Proposal Number: UP#

Date Received:

Project Name:

Date of acknowledgement of receipt of the unsolicited proposal:

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia		
Package submitted by the deadline		

Advisory Committee Review

Phase I Review

Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION

	Pass	Fail
a) Project description,		
b) Project feasibility statement		
c) Proposed project schedule,		
d) Project financing plan		
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,		
f) Description of any anticipated public support or opposition		
g)Qualifications and experience		
h) Names and addresses of persons who may be contact(See Appendix B)		
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").		

Committee Members:

Independent Advisor(s)

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.**

FEE AMOUNT \$

(see Appendix A)

Appendix H - Page 2 of 3**Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Committee:**

The Evaluation Committee and Independent Advisors shall perform the following financial review and analysis of the unsolicited proposal:

(a) A cost-benefit analysis;		
(b) Evaluation of the public need for or benefit derived from the qualifying project;		
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;		
(d) Evaluation of the source of funding for the project;		
(e) Consideration of plans to ensure timely development or operation;		
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and		
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.		

Committee Members:**Independent Advisor(s)****Comments:**

The Advisor(s) representing the Evaluation Committee (EC) shall make a recommendation to the governing body of Augusta, Georgia to reject or accept the unsolicited proposal. Any Advisor(s) and those members of the EC should be present to address any questions.

Appendix H - Page 3 of 3**Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Commission:**

Approved or Rejected (Circle One)

Posting and Publishing Notice of the Opportunity to Offer Competing Proposals (if approved)**REQUEST FOR PROPOSAL NO:**

(add RFP in front of the UP# - RFPUP17-001)

Advertisement

Advertised a minimum of two times, with the first advertisement occurring at least ninety days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six weeks from the first advertisement.

Date: First Advertisement:

Second Advertisement:

Procedures for Processing, Review and Consideration of Competing Proposals (see Appendix I)

(a) Project financing	300	
(b) Qualifications and experience	160	
(c) Project Characteristics	100	
(d) Project Benefit and Compatibility	90	
(e) Other Factors	60	
(f) References	40	
Total Score	750	

Comments

Name of Evaluator:

Date:

Appendix I

Submission Checklist

All unsolicited proposals should cover the points discussed in this guide. All unsolicited proposals should cover the points discussed in this guide. *Please submit six (6) copies one bound and one unbound copy of the proposal.* Unsolicited proposals should be signed by an authorized official of the proposing organization or by the proposer if submitted by an individual.

Elaborate proposals or presentations are not desired. Each applicant should review the submission to ensure that all data necessary for critical evaluation is included initially. Correspondence generated by omission of essential items delays processing of proposals. The following is a list of essential items that an unsolicited proposal should contain.

The checklist below provides guidance for the issues Proposers can cover when submitting an Unsolicited Proposal.

Proposal will be accepted only at the time and place listed below:

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

General Requirements

A private entity assumes all risk in submission of an unsolicited proposal, and a Local Government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Private entities are solely responsible for all costs and expenses of any nature associated with preparing or submitting an Unsolicited Proposal, including attending preliminary meetings and providing supplemental information. Augusta, Georgia assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties preparing or submitting an Unsolicited Proposal. Under no circumstances will Augusta, Georgia or any of their agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by a private entities, whether or not selected for negotiations, in developing, preparing and submitting its Proposal or negotiating an Agreement. In no event shall Augusta, Georgia be bound by, or liable for, any obligations with respect to such proposals until such time (if at all) as an Agreement, in form and substance satisfactory to Augusta, Georgia, has been authorized and executed by Augusta, Georgia and, then, only to the extent set forth therein.

Augusta, Georgia shall charge and retain an *initial proposal processing* fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal. Please submit in a separate envelope with the submittal

a cashier check made payable to: Augusta, Georgia Consolidated Government. Marked: Fee for Unsolicited Proposal Review.

Concept Submission Requirements

It is recommended that the submission be kept concise and brief in the form of a proposal overview to allow the Advisory and Evaluation Committees to respond in a timely manner, and stay within a 45 minute presentation (Optional) should it progress pass the filtering process.

The following document limits apply to the Concept Submission:

- ✓ Word Processing (e.g. MS Word) – up to 40 pages (portrait)
- ✓ Presentation Processing (e.g. MS PowerPoint) – up to 30 slides (landscape)
- ✓ No less than 10 point font
- ✓ Normal document margins

Format for Submissions. Initial Unsolicited proposals shall contain, at a minimum, the following information:

Cover Page

Basic Information

1. Name and address of submitter.
2. Proposal submission date.
3. Type of business (indicate whether profit, nonprofit, educational, small business, woman- owned, socially and economically disadvantaged, or other).
4. Proposed starting date and estimated period of performance.
5. Period for which proposal is valid (minimum of six months from date of submission).
6. Names and telephone numbers of the proposer's primary business and technical personnel whom Augusta, Georgia may contact for evaluation or negotiation purposes.
7. Signature of person authorized to contractually represent the individual or organization.
8. List of other Federal, State, or local government agencies or private organizations to which the proposal has been submitted and/or those funding the proposed effort.
9. Statement that the proposal may, or may not, be subjected to external review. (See "Georgia Open Record Code")
10. Statement that the proposal does/does not contain proprietary information.

All Unsolicited proposals must be tabbed alphabetically as listed below (see Phase I and II):

Tab.

- Signed Declaration to Abide by Process (**Appendix D**)
- (a) Project description
- (b) Project feasibility statement
- (c) Proposed project schedule
- (d) Project financing plan
- (e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data
- (f) Description of any anticipated public support or opposition
- (g) Qualifications and experience
- (h) Names and addresses of persons who may be contact and
- (g) Any additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be

derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

In addition to the general requirements as stated above, the following list provides additional information requirements for the Detailed Submission (Phase 2).

It is recommended that the Detailed Submission be in the form of a fully developed business case.

It should provide a comprehensive and compelling case to support the Unsolicited Proposal, and where possible, provide quantified supporting evidence to allow for a robust evaluation by the Evaluation Committee against the guiding principles and objectives.

Request for Proposal (RFP) Detailed Submission Requirements

In addition to the general requirements, the list below provides additional information requirements for the Concept Submission (Request for Proposal):

Letter of Interest (**Appendix C**)

Signed Declaration to Abide by Process (**Appendix D**)

(a) Project Financing

- Cost and cost benefit to the local government;
- Financing and the impact on the debt burden of the local government or appropriating body;
- Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
- Opportunity costs assessment;
- Estimated cost;
- Life-cycle cost analysis;
- The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
- Such other items as the local government deems appropriate.

(b) Qualifications and Experience

- Experience with similar projects;
- Demonstration of ability to perform work;
- Leadership structure;
- Project manager's experience;
- Management approach;
- Financial condition; and
- Project ownership.

(c) Project Characteristics

- Project definition;
- Proposed project schedule;
- Operation of the project;
- Technology; technical feasibility;
- Conformity to laws, regulations, and standards;
- Environmental impacts;
- Condemnation impacts;
- State and local permits; and
- Maintenance of the project.

(d) Project Benefit and Compatibility

- Community benefits;
- Community support or opposition, or both;
- Public involvement strategy;
- Compatibility with existing and planned facilities; and

- Compatibility with local, regional, and state economic development efforts.
- (e) Other Factors
 - The proposed cost of the qualifying project;
 - The general reputation, industry experience, and financial capacity of the private entity;
 - The proposed design of the qualifying project;
 - The eligibility of the project for accelerated documentation, review, and selection;
 - Local citizen and government comments;
 - Benefits to the public, including financial and nonfinancial;
 - The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
 - The private entity's plans to employ local contractors and residents;
 - The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
 - Other criteria that the local government deems appropriate
- (f) References
- (g) Case for change
 - What problem and/or opportunity is the proposal trying to address?
 - What evidence is there to support this?
 - Why does this need to be addressed now?
- (h) Strategic alignment
 - How does the proposal meet the principles and objectives outlined in this policy document?
- (i) Risks
 - What are the key risks of the proposal?
 - How can they be managed within reason?
- (j) Objectives of the proposal
- (k) Unique elements of the proposal
 - Intellectual property or genuinely innovative ideas
 - Ownership of real property
 - Ownership of software or technology offering a unique benefits
 - Unique financial arrangement
 - Unique ability to deliver a strategic outcome
 - Other demonstrably unique elements



Guidelines for Unsolicited Proposals

APPENDIX J

PARTNERSHIP FOR PUBLIC FACILITIES AND INFRASTRUCTURE ACT

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED

AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local government,
2 and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as
3 to provide for definitions; to provide guidelines for projects; to create the Partnership for
4 Public Facilities and Infrastructure Act Guidelines Committee and to provide for its
5 membership, terms, allowances, duties, and support; to provide for the manner by which
6 projects may be initiated; to provide for the approval process for projects; to provide for
7 evaluation criteria and review; to provide for agreements; to provide for default and
8 remedies; to provide for financing and grants; to provide for service contracts; to provide for
9 the dedication of certain property interests; to provide for sovereign immunity; to provide for
10 police powers; to provide for application of open meetings and open records laws; to provide
11 a short title; to provide for related matters; to provide an effective date; to repeal conflicting
12 laws; and for other purposes.

13 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

14 **SECTION 1.**

15 This Act shall be known and may be cited as the "Partnership for Public Facilities and

16 Infrastructure Act."

17 **SECTION 2.**

18 Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended
19 by adding a new article to Chapter 91, relating to public works bidding, to read as follows:

20 **"ARTICLE 5**

21 36-91-110.

22 As used in this article, the term:

23 (1) 'Comprehensive agreement' means the written agreement between the private entity
24 and the local government required by Code Section 36-91-115.

25 (2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire,
26 install, construct, operate, maintain, or expand.

27 (3) 'Local authority' means any local authority created pursuant to a local or general Act
28 of the General Assembly, including a joint public instrumentality.

29 (4) 'Local government' means any county, municipality, consolidated government, or
30 board of education.

31 (5) 'Private entity' means any natural person, corporation, general partnership, limited
32 liability company, limited partnership, joint venture, business trust, public benefit
33 corporation, nonprofit entity, or other business entity.

34 (6) 'Qualifying project' means any project selected in response to a request from a local
35 government or submitted by a private entity as an unsolicited proposal in accordance with
36 this article and subsequently reviewed and approved by a local government, within its
37 sole discretion, as meeting a public purpose or public need. This term shall not include
38 and shall have no application to any project involving:

39 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

40 (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

(C) Cable and video services pursuant to Chapter 76 of this title; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471,
which shall be governed by Article 4 of this chapter.

(7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other
service payments arising out of or in connection with supporting the development or
operation of a qualifying project.

(8) 'Unsolicited proposal' means a written proposal for a qualifying project that is
received by a local government and is not in response to any request for proposal for a
qualifying project issued by a local government.

36-91-111.

(a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is
established to prepare model guidelines for local governments in the implementation of this
article.

(b) The committee shall be composed of ten persons. Except for the local government
officials or staff appointed to the committee, each committee member shall have subject
matter expertise in architecture, construction management, engineering, finance, or real
estate development. These appointments shall be made as follows:

(1) The following members shall be appointed by the Governor:

(A) One member or employee of a county governing authority;

(B) One member or employee of a municipal governing authority;

(C) One member or employee of a local board of education; and

(D) One licensed member of the State Bar of Georgia with expertise in representing
local government in public works construction.

(2) The following members shall be appointed by the Speaker of the House of
Representatives, provided that one of these appointees shall have expertise in working
with local government:

(A) One member of the business community with expertise in construction
management employed by a firm with less than \$25 million in annual revenue;

69 (B) One member of the business community who is a licensed architect; and
 70 (C) One member of the business community with expertise in real estate development;
 71 and
 72 (3) The following members shall be appointed by the Lieutenant Governor, provided that
 73 one of these appointees shall have expertise in working with local government:
 74 (A) One member of the business community with expertise in construction
 75 management employed by a firm with more than \$25 million in annual revenue;
 76 (B) One member of the business community who is a licensed professional engineer;
 77 and
 78 (C) One member of the business community with expertise in finance.
 79 (c) The terms of these committee appointments shall be for two years. At least three of
 80 these appointees shall reside outside of the Augusta, Georgia metropolitan Atlanta area. The appointments
 81 shall be made as soon as feasible, but not later than August 1, 2015. The committee shall
 82 meet once a month or as needed and shall issue model guidelines to local governments no
 83 later than July 1, 2016. Such guidelines shall be updated every two years. The members
 84 of the committee shall elect a chairperson and a vice chairperson who shall serve for
 85 two-year terms in such office.
 86 (d) Citizen members shall receive a daily expense allowance in the amount specified in
 87 subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance
 88 authorized for state employees.
 89 (e) Staff support shall be provided by the Department of Administrative Services, the
 90 Governor's office, and the Office of Planning and Budget.
 91 36-91-112.
 92 (a) Prior to executing any comprehensive agreement for the development or operation of
 93 93 a qualifying project pursuant to an unsolicited proposal received by a local government
 94 94 under this article, the local government shall adopt either:
 95 95 (1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act
 96 96 Guidelines Committee; or

(2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each of the factors identified in subsection (b) of this Code section.

(b) The model guidelines shall include, at a minimum, the following:

(1) The period of time each calendar year when the local government will consider receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying projects, and such limited time period shall be established within the sole discretion of the local government;

(2) Procedures for the financial review and analysis of an unsolicited proposal that may include:

(A) A cost-benefit analysis;

(B) Evaluation of the public need for or benefit derived from the qualifying project;

(C) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;

(D) Evaluation of the source of funding for the project;

(E) Consideration of plans to ensure timely development or operation;

(F) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and

(G) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available;

(3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local government elects to charge the private entity for the processing, review, and evaluation of an unsolicited proposal;

(4) A requirement for the issuance of a request for proposals upon a decision by the local government to proceed with a qualifying project pursuant to an unsolicited proposal;

(5) Procedures for posting and publishing notice of the opportunity to offer competing proposals;

(6) Procedures for the processing, review, and consideration of competing proposals, and the period for the processing, review, and consideration of competing proposals shall not

be less than 90 days;

(7) Procedures for determining whether information included in an unsolicited proposal shall be released as part of any request for proposals to ensure fair competition; and

(8) Procedures for identifying and appointing an independent owner adviser to the local government with expertise in architecture, engineering, or construction management to assist in the evaluation of an unsolicited proposal and to serve as owner adviser to the local government if the local government chooses to pursue any ensuing solicited bid process.

The local government shall not be obligated to engage such services.

36-91-113.

(a) If a local government adopts a rule, regulation, or ordinance affirming its participation in the process created in this article, a private entity may submit an unsolicited proposal for a project to the local government for review and determination as a qualifying project in accordance with the guidelines established by the local government. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

153 (4) A financial plan setting forth the private entity's general plans for financing the
154 project, including the sources of the private entity's funds and identification of any
155 dedicated revenue source or proposed debt or equity investment on behalf of the private
156 entity; a description of user fees, lease payments, and other service payments over the
157 term of the comprehensive agreement pursuant to Code Section 36-91-115; and the
158 methodology and circumstances for changes to such user fees, lease payments, and other
159 service payments over time;

160 (5) A business case statement that shall include a basic description of any direct and
161 indirect benefits that the private entity can provide in delivering the project, including
162 relevant cost, quality, methodology, and process for identifying the project and time
163 frame data;

164 (6) The names and addresses of the persons who may be contacted for further
165 information concerning the unsolicited proposal; and

166 (7) Such additional material and information as the local government may reasonably
167 request.

168 (b) For any unsolicited proposal of the development of a project received by a local
169 government, the local government may charge and retain a reasonable fee to cover the costs
170 of processing, reviewing, and evaluating the unsolicited proposal, including, without
171 limitation, reasonable attorney's fees and fees for financial, technical, and other necessary
172 advisers or consultants.

173 (c) The local government may reject any proposal or unsolicited proposal at any time and
174 shall not be required to provide a reason for its denial. If the local government rejects a
175 proposal or unsolicited proposal submitted by a private entity, it shall have no obligation
176 to return the proposal, unsolicited proposal, or any related materials following such
177 rejection.

178 (d) A private entity assumes all risk in submission of a proposal or unsolicited proposal
179 in accordance with subsections (a) and (b) of this Code section, and a local government
180 shall not incur any obligation to reimburse a private entity for any costs, damages, or loss

of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project. 36-91-114.

(a) The local government may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 36-91-113 as a qualifying project. Determination by the local government of a qualifying project shall not bind the local government or the private entity to proceed with the qualifying project.

(b) Upon the local government's determination of a qualifying project as provided in subsection (a) of this Code section, the local government shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the local government shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The local government shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the local government's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

209 (8) Other criteria that the local government deems appropriate.

210 (d) After ranking the proposals, the local government shall begin negotiations with the first
 211 ranked private entity. If the local government and the first ranked private entity do not
 212 reach a comprehensive agreement or interim agreement, then the local government may
 213 conduct negotiations with the next ranked private entity. This process shall continue until
 214 the local government either voluntarily abandons the process or executes a comprehensive
 215 agreement or interim agreement with a private entity.

216 (e) At any time during the process outlined in this Code section but before the full
 217 execution of a comprehensive agreement, the local government may, without liability to
 218 any private entity or third party, cancel its request for proposals or reject all proposals
 219 received in response to its request for proposals, including the unsolicited proposal, for any
 220 reason whatsoever.

221 (f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise
 222 possessed by the local government to take action that would impact the debt capacity of the
 223 State of Georgia or any local government. The credit of this state shall not be pledged or
 224 loaned to any private entity. The local government shall not loan money to the private
 225 entity in order to finance all or a portion of the qualifying project. A multiyear lease entered
 226 into by a local government which is not terminable at the end of each fiscal year during the
 227 term of the lease shall be considered a debt of the local government which enters into such
 228 lease, and such lease shall apply against the debt limitations of the local government.
 229 36-91-115.

230 (a) The comprehensive agreement entered into between the local government and the
 231 private entity selected in accordance with this article shall include:

232 (1) A thorough description of the duties of each party in the completion and operation
 233 of the qualifying project;

234 (2) Dates and schedules for the completion of the qualifying project;

235 (3) Any user fees, lease payments, or service payments as may be established by
 236 , agreement of the parties, as well as any process for changing such fees or payments
 237 throughout the term of the agreement, and a copy of any service contract;

- 238 (4) Any reimbursements to be paid to the local government for services provided by the
239 local government;
- 240 (5) A process for the review of plans and specifications for the qualifying project by the
241 local government and approval by the local government if the plans and specifications
242 conform to reasonable standards acceptable to the local government;
- 243 (6) A process for the periodic and final inspection of the qualifying project by the local
244 government to ensure that the private entity's activities are in accordance with the
245 provisions of the comprehensive agreement;
- 246 (7) Delivery of performance and payment bonds in the amounts required in Code
247 Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for
248 those components of the qualifying project that involve construction, and surety bonds,
249 letters of credit, or other forms of security acceptable to the local government for other
250 phases and components of the development of the qualifying project;
- 251 (8) Submission of a policy or policies of public liability insurance, copies of which shall
252 be filed with the local government accompanied by proofs of coverage, or self-insurance,
253 each in form and amount satisfactory to the local government and reasonably sufficient
254 to ensure coverage of tort liability to the public and employees and to enable the
255 continued operation of the qualifying project;
- 256 (9) A process for monitoring the practices of the private entity by the local government
257 to ensure that the qualifying project is properly maintained;
- 258 (10) The filing of appropriate financial statements to the local government on a periodic
259 basis; and
- 260 (11) Provisions governing the rights and responsibilities of the local government and the
261 private entity in the event that the comprehensive agreement is terminated or there is a
262 material default by the private entity, including conditions governing assumption of the
263 duties and responsibilities of the private entity by the local government and the transfer
264 or purchase of property or other interests of the private entity by the local government,

265 including provisions compliant with state constitutional limitations on public debt by the
 266 local government. Such policies and procedures shall be consistent with Code
 267 Section 36-91-116.

268 (b) The comprehensive agreement may include such other terms and conditions that the
 269 local government determines will serve the public purpose of this article and to which the
 270 private entity and the local government mutually agree, including, without limitation,
 271 provisions regarding unavoidable delays and provisions where the authority and duties of
 272 the private entity under this article shall cease and the qualifying project is dedicated to the
 273 local government for public use.

274 (c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by
 275 the parties from time to time, shall be added to the comprehensive agreement by written
 276 amendment.

277 (d) The comprehensive agreement may provide for the development of phases or segments
 278 of the qualifying project.
 279 36-91-116.

280 (a) In the event of a material default by the private entity, the local government may
 281 terminate, with cause, the comprehensive agreement and exercise any other rights and
 282 remedies that may be available to it at law or in equity, including, but not limited to, claims
 283 under the maintenance, performance, or payment bonds; other forms of security; or letters
 284 of credit required by Code Section 36-91-115.

285 (b) The local government may elect to assume the responsibilities and duties of the private
 286 entity of the qualifying project, and in such case, it shall succeed to all of the right, title,
 287 and interest in such qualifying project subject to statutory limitations on the availability of
 288 future appropriated or otherwise unobligated funds.

289 (c) The power of eminent domain shall not be delegated to any private entity with respect
 290 to any project commenced or proposed pursuant to this article. Any local government
 291 having the power of condemnation under state law may exercise such power of

condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the local government elects to take over a qualifying project pursuant to subsection (b) of this Code section, the local government may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.
36-91-117.

All power or authority granted by this article to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this article shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a local government elects to proceed under this article.

36-91-118.

Nothing in this article shall be construed as or deemed a waiver of the sovereign or official immunity of any local government or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

36-91-119.

(a) Local governments that proceed with procurement pursuant to competitive sealed bidding as defined in Code Section 36-91-2, or any other purchasing options available under current law, shall not be required to comply with this article.

(b) Nothing in this article shall apply to or affect the State Transportation Board, the 315 Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this article shall abrogate the obligations of a local government or private entity to comply with the public meetings requirement in accordance with Chapter 14 of Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of

Title 50."

SECTION 3.

Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended by adding a new chapter to read as follows:

"CHAPTER 5C

50-5C-1.

As used in this chapter, the term:

(1) 'Affected local jurisdiction' means any county, municipality, or school district in which all or a portion of a qualifying project is located.

(2) 'Comprehensive agreement' means the written agreement between the private entity and the responsible public entity required by Code Section 50-5C-5.

(3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(4) 'Person' means an individual, corporation, partnership, trust, association, or other legal entity.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Public entity' means a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, including the Board of Regents of the University System of Georgia as well as a local government or local authority.

(7) 'Qualifying project' means any project submitted by a private entity as an unsolicited proposal in accordance with this chapter and subsequently reviewed and approved by a responsible public entity, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

- (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46; (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46; (C) Cable and video services pursuant to Chapter 76 of Title 36; or

349 (D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471,
 350 which shall be governed by Article 4 of Chapter 91 of Title 36.

351 (8) 'Responsible public entity' means a public entity that has the power to contract
 352 with a private entity to develop an identified qualifying project. For any unsolicited
 353 proposal for a project at one or more institutions of the University System of
 354 Georgia, the responsible public entity shall be the Board of Regents of the
 355 University System of Georgia or its designees. For any unsolicited proposal for a
 356 project for one or more state government entities, other than an institution of the
 357 University System of Georgia, the responsible public entity shall be the State
 358 Properties Commission.

359 (9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or
 360 other service payments arising out of or in connection with supporting the
 361 development or operation of a qualifying project.

362 (10) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a
responsible public entity and is not in response to any request for proposal issued by a responsible public entity.

363 50-5C-2.

364 For any qualifying project undertaken by the State Properties Commission, the Georgia
 365 State Financing and Investment Commission shall be solely authorized to develop
 366 guidelines for this process. For any qualifying project undertaken by the University
 367 System of Georgia, the Board of Regents of the University System of Georgia shall be
 368 solely authorized to develop guidelines for this process.

369 50-5C-3.

370 (a) Between May 1 and June 30 of each year, a private entity may submit an
 371 unsolicited proposal for a project to the responsible public entity for review and
 372 determination as a qualifying project in accordance with the guidelines established by
 373 Code Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the
 374 following material and information:

375 (1) A project description, including the location of the project, the conceptual design of

such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the public and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

(4) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; a description of user fees, lease payments, and other service payments over the term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;

(5) A business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data;

(6) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal; and

(7) Such additional material and information as the responsible public entity may reasonably request.

(b) For any unsolicited proposal for the development of a project received by a responsible public entity, the private entity shall reimburse the responsible public entity for the actual costs incurred to process, review, and evaluate the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code section to a responsible public entity shall also notify each affected local jurisdiction by furnishing a copy of its unsolicited proposal to each affected local jurisdiction.

(d) Each affected local jurisdiction that is not a responsible public entity for the respective project may, within 45 days after receiving such notice, submit any comments regarding the unsolicited proposal it may have in writing to the responsible public entity and indicate whether the project is compatible with local plans and budgets. A project shall be consistent with zoning and land use regulations of the responsible public entity and each affected local jurisdiction.

(e) The responsible public entity may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the responsible public entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(f) A private entity assumes all risks in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a responsible public entity shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

50-5C-4.

(a) The responsible public entity may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project. Determination by the responsible public entity of a qualifying project shall not bind the responsible public entity or the private entity to proceed with the qualifying project.

(b) Upon the responsible public entity's determination of a qualifying project as provided in subsection (a) of this Code section, the responsible public entity shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the responsible public entity shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The responsible public entity shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project.

Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the responsible public entity deems appropriate.

(d) After ranking the proposals, the responsible public entity shall begin negotiations with the first ranked private entity. If the responsible public entity and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the responsible public entity may conduct negotiations with the next ranked private entity. This process shall continue until the responsible public entity either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before full execution of a comprehensive agreement, the responsible public entity may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the State of Georgia. The credit of this state shall not be pledged or loaned to any private entity. The responsible public entity shall not loan money to the private entity in order to finance all or a portion of the qualifying project. All power or authority granted by this chapter to public entities shall be in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter. A multiyear lease entered into by the state as lessee under this Code section which is not terminable at the end of each fiscal year during the term of the lease shall be subject to and comply with the provisions of Code Section 50-16-41, specifically including compliance with any multiyear contract value authority adopted by the Georgia State Financing and Investment Commission for each fiscal year.

50-5C-5.

(a) The comprehensive agreement entered into between the responsible public entity and the private entity selected in accordance with this chapter shall include:

- (1) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (2) Dates and schedules for the completion of the qualifying project;
- (3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (4) Any reimbursements to be paid to the responsible public entity for services provided

by the responsible public entity;

(5) A process for the review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to reasonable standards acceptable to the responsible public entity;

(6) A process for the periodic and final inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible public entity for those components of the qualifying project that involve construction, and bonds, letters of credit, or other forms of security acceptable to the responsible public entity for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the responsible public entity accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the responsible public entity on a 5 periodic basis; and

(11) Provisions governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity, including provisions compliant with state constitutional limitations on public debt.

(b) The comprehensive agreement may include such other terms and conditions that the responsible public entity determines will serve the public purpose of this chapter and to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

50-5C-6.

(a) In the event of a material default by the private entity, the responsible public entity may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 50-5C-5 in accordance with Code Sections 13-10-40 through 13-10-65.

(b) The responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this chapter. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the responsible public entity elects to take over a qualifying project

pursuant to subsection (b) of this Code section, the responsible public entity may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

50-5C-7.

All power or authority granted by this chapter to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general or special law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter.

50-5C-8.

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or official immunity of any responsible public entity or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

50-5C-9.

Any law enforcement officers of the public entity shall have the same powers and jurisdiction within the portion of such qualifying project as they have in their respective areas of jurisdiction, and such law enforcement officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

50-5C-10.

(a) Responsible public entities that proceed with procurement pursuant to competitive sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options available to them under current law, shall not be required to comply with this chapter.

(b) Nothing in this chapter shall apply to or affect the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or

574 private entity to comply with the public meetings requirement in accordance with
575 Chapter 14 of this title or to disclose public information in accordance with Article 4 of
576 Chapter 18 of this title."

577 **SECTION 4.**

578 This Act shall become effective upon its approval by the Governor or upon its becoming law
579 without such approval.

580 **SECTION 5.**

581 All laws and parts of laws in conflict with this Act are repealed.



Frequently Asked Question:

1. What is an unsolicited proposal?

A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

A “qualifying project” as defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need.

2. What is NOT an unsolicited proposal?

Projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

- “Advertising material” - Material designed to acquaint the Government with a prospective contractor’s present products, services, or potential capabilities, or designed to stimulate the Government’s interest in buying such products or services.
- “Commercial item offer” - An offer of a commercial item that the vendor wishes to see introduced in the Government’s supply system as an alternate or a replacement for an existing supply item. This term does not include innovative or unique configurations or uses of commercial items that are being offered for further development and that may be submitted as an unsolicited proposal.
- “Contribution” - A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it on the Government’s behalf.

3. What constitutes a valid unsolicited proposal?

A valid unsolicited proposal must-

- Be innovative and unique;
- Be independently originated and developed by the offerer. Unsolicited proposals in response to a publicized general statement of agency needs are considered to be independently originated;
- Be prepared without Government supervision, endorsement, direction, or direct Government involvement;
- Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency’s research and development or other mission responsibilities;
- Not be an advance proposal for a known agency requirement that can be acquired by competitive methods, and
- Not address a previously published agency requirement.

4. What information is required on a valid unsolicited proposal?

Please visit <http://www.augustaga.gov/679/Procurement> for more information.

5. What about identifying and marking proprietary information?

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

6. Does it cost anything to submit an unsolicited proposal?

Yes, there is a cost (fee)

The initial proposal-processing fee is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time, that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST		DETAILED EVALUATION FEE
<	1 Million	\$5 000
	\$1 Million - \$20 Million	\$10 000
	\$20 Million - \$50 Million	\$20,000
	\$50 Million - \$100 Million	\$35 000
	\$100 Million - \$500 Million	\$60 000
	\$250 Million - \$500 Million	\$85,000
	\$500 Million - \$1 Billion	\$110,000
>	Billion	TBD

Proponents are expected to meet their own costs as proposals progress through the various stages of the process.

7. How do I submit a formal proposal?

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

8. What format should be used when submitting Unsolicited Proposals?

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

9. Will proposals that relate to a matter currently the subject of a competitive tender process be considered?

Under Senate Bill 59 of the Guide states that proposals for projects where a tender process has formally commenced, whether published or not, are unlikely to be considered.

10. Can I submit an unsolicited proposal to another government department/agency other than the Procurement Department?

No, Augusta's Procurement Department will receive all proposals.

11. Why submit an unsolicited proposal if it might be subject to a competitive tender process?

An unsolicited proposal can be a valuable means for communicating innovative ideas to Augusta, Georgia. If a proposal does not satisfy the assessment criteria set out in the Guide but Augusta sees merit in the proposal (or similar), the government may consider offering delivery of the proposal to the market.

In the event that a competitive tender process is considered appropriate, the government will respect any intellectual property of the proponent. The proponent may participate in any procurement process.

Please review the following sections in the Augusta, Code for more details:

SEC. 1-10-72 Request for Proposals

SEC. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to offer competing proposals

12. How long does each stage of the unsolicited proposals process take?

The timeframe for each stage of the unsolicited proposals process is subject to the complexity of the proposal and the number of stakeholders involved.

13. How detailed should the initial submission be?

For the purposes of evaluating a proposal, proponents should complete the required information as listed in stages one and two of the Guidelines and review the Augusta, Georgia Code.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

14. Is there a minimum threshold for proposals that can be assessed under the unsolicited proposals guidelines?

No, there is no minimum monetary threshold for proposals that can be assessed. All innovative proposals that address the assessment criteria under the Guide will be considered.

15. My proposal contains commercial-in-confidence information. How will this be treated throughout the unsolicited proposals process?

All unsolicited proposals submitted are confidential unless they reach Stage III of the process where brief details of the proposal will be published on Augusta, Georgia website. However, please note "Georgia Open Records Act" may apply.

See Augusta Code: Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal Georgia Open Record Act

16. My proposal contains details on intellectual property that I hold. How will this be treated throughout the unsolicited proposals process?

Augusta will respect any intellectual property of proponents throughout all stages of the unsolicited proposals process.

17. Can I submit additional documentation (attachments) with my unsolicited proposal?

Proponents are able to submit any additional documentation or material with their unsolicited proposal application, provided that such material is relevant to addressing the questions raised in the Schedule of Information Requirements.

18. Who can I contact after I have made a submission?

Please Contact:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901
Or

E-mail to:
unsolicitedproposal@augustaga.gov

19. My proposal did not proceed to Phase 2. Can I receive feedback on my proposal?

Proponents that are unsuccessful in Phase 2 of the unsolicited proposals process will be given reasons on why Augusta, Georgia has decided not to proceed with their proposal. Feedback will be in accordance with the assessment criteria outlined in the Guidelines.

20. I have submitted a proposal. Can I contact other government departments during the assessment of my proposal?

Proponents are forbidden to contact personnel within the government during the assessment of their proposal, other than the Procurement Director as stated in Question number 14.



Administrative Services Committee

June 10, 2025

Status of funding for 6 new construction homes

Department:	N/A
Presenter:	N/A
Caption:	Request the status of commission approved infrastructure funding for 6 new construction homes in the Sand Hills Community. This funding in the amount of \$250,000 was approved by the full commission on August 01, 2023. Despite numerous email and verbal inquiries within the past 2 years to the HCD department staff, we have not received any definitive responses to receive the funds or a path to move forward.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

August 1, 2023

HCD_ FY2023 Annual Action Plan, Substantial Amendment Request and CARES Act HESG-CV Approval

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Request to approve submission by the Housing and Community Development Department (HCD) of the amended FY2023 Annual Action Plan, representing \$4,430,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission. This submission also includes a Substantial Amendment Request for \$1,540,181.45 in prior years' CDBG funds and \$301,400.57 in HESG-CV funds, reallocated to Augusta by HUD.
Background:	<p>Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan.</p> <p>In order to fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1) and as mandated by the U.S. Department of Housing and Urban Development, the City of Augusta, Georgia is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness as carried out through its Housing and Community Development Department and represented in the FY2023 Annual Action Plans. The FY2023 Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program,</p>

Further, the City of Augusta is required to make available for public comment the FY2023 Annual Action Plans that provides the jurisdiction an opportunity to review the City's local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness through its Housing and Community Development Department. This submission contains Augusta's actual allocation of \$4,430,358 for FY2023 reflecting Augusta's announced CPD funding allocations from HUD.

Below is a listing of the allocations:

Funding Program Allocations for FY2023 - CDBG \$1,879,639, HOME \$1,393,915, HOPWA \$1,005,159, ESG -\$151,645. Total FY2023 Allocation - \$4,430,358.

Because certain projects have unused funds, it has become necessary to reprogram these funds to facilitate their timely expenditure in accordance with HUD's Timeliness Standard for CDBG funds.

HCD is proposing that CDBG funds be reprogrammed FROM the following approved Action Plan projects:

1. 2017 CDBG - \$149,031.49 Justification: These funds were budgeted for activities that associated with projects that came in under budget or were not deliverable in the originally planned scope of work, however lack of viable partner interests lead to these funds no longer being viable for the proposed activity.

2. 2018 CDBG - \$208,652.65. Justification: These funds were budgeted for activities that associated with projects that came in under budget or were not deliverable in the originally planned scope of work, however lack of viable partner interests lead to these funds no longer being viable for the proposed activity.

3. 2021 Economic Development - \$228,007.75. Funds originally programmed to Small Business Development Loan program. Lower than expected demand for these services have led to the revamp of HCD's Economic Development Program in to the Commission Approved Micro Enterprise Technical Assistance (M.E.T.A.) initiative. Funds from the previous CDBG allocations to the META Program are proposed for reallocation to new initiative that will expend in a timelier manner as part of this Substantial Amendment.

4. 2018 / 2019 / 2020/ 2021 Public Services – \$80,810.65.
Justification: These funds represent unspent balances in Public Service

Agency Agreements that are due to be recaptured per the provisions of the contracts with Augusta, through HCD. Item 7.

5. 2021 Activity Delivery Costs - \$130,000.00. Justification: With a lack of eligible expenses accrued for these designated ADCs, there is a need to reallocate these funds to activities that will expend in a timelier manner.

5. 2022 Economic Development - \$550,000.00. Justification: Funds originally programmed for renovation work on Armstrong Galleria. Federal guidelines required that a share of the total costs of these projects be derived from a non-Federal source, thus, there is a need to reallocate these funds to activities that will expend in a timelier manner.

HCD is proposing these CDBG funds be reprogrammed TO the following CDBG Activities:

1. Affordable Housing Acquisition for Rental Rehabilitation Development: \$940,181.45. Acquisition for purposes of Rehabilitation of the former Weed School site to allow for the development of affordable rental housing. Additional scattered-site single-family units will be acquired to further increase the supply of affordable rental housing options for residents of Augusta, Georgia.

2. Day Shelter Acquisition for Public Facility Development: \$350,000.00. Funds will support the acquisition of identified property to complement funds available through HUD for conversion to a Day Shelter to meet the support service needs of homeless residents in Augusta, Georgia.

3. Sand Hills Infrastructure Development - \$250,000.00. Funds will support the development of necessary infrastructure to support the continued development of Affordable Housing in the Sand Hills Neighborhood.

HCD is proposing that HESG-CV funds reallocated to Augusta by HUD under provisions in the CARES Act be used for the following Action Plan projects:

1. \$301,400.57: Funds proposed to be used for the costs of rehabilitation and conversion of an existing commercial structure to be developed into a Day Shelter service center to meet the support service needs of homeless residents in Augusta, Georgia during day-time hours when the community's overnight emergency shelters are not able to serve residents' needs.

According to the City of Augusta's Citizen Participation Plan, the changes recommended above constitute a substantial change to the aforementioned Action Plans. Therefore, the revisions must be presented to the public for a 30-day comment period. If comments are received, they will be presented to the Commission for consideration. This Public Notice, as required by HUD, will be published in the Augusta Chronicle **June 19, 2023**. The deadline for

comments will be **July 20, 2023**. Any comments received will be presented to the full Commission when this item is called.

Item 7.

Analysis:

The additional funds will allow the department to fund and proceed with more projects to benefit low and moderate-income residents of Augusta, Georgia, as well as those at-risk of or experiencing homelessness and households with issues related to housing stability.

Additionally, the allocation of CARES Act funds will assist Augusta, Georgia in responding to and recovering from the Covid-19 pandemic and the related economic crisis through the programming under the ESG program to meet an exigent service need in the local community.

Financial Impact:

The City receives funding from the US Housing and Urban Development Department on an annual basis. The FY2023 Annual Action Plan budget and proposed Substantial Amendment request will allow HCD to facilitate the timely expenditure of funds in advance of HUD's October 31, 2023 Timeliness Standard Compliance Date.

Additionally, the enactment of CARES Act reallocated funds has provided direct allocation of \$301,400.57 in the HESG program for Augusta, Georgia to utilize in response to and recovery from the Covid-19 public health emergency and resulting economic crisis.

Alternatives:

Do not approve HCD's FY2023 Annual Action Plan and Substantial Amendment request.

Recommendation:

Request to approve submission by the Housing and Community Development Department (HCD) of the amended FY2023 Annual Action Plan, representing \$4,430,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission. This submission also includes a Substantial Amendment Request for \$1,540,181.45 in prior years' CDBG funds and \$301,400.57 in HESG-CV funds, reallocated to Augusta by HUD.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG) funds; Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Solutions Grant (ESG) and CARES Emergency Solutions Grant Funding (HESG-CV).

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

Item 7.

2023 One Year Action Plan - Program Allocations Summary		
Community Development Block Grant - Public Service Budget		
Augusta Mini Theatre Youth Arts Education Program	\$23,520.00	
Augusta Partnership for Children	\$24,300.00	
CSRA EOA, Inc. Permanent Supportive Housing	\$23,760.00	
CSRA EOA, Inc. Centralized Intake and Assessment	\$23,640.00	
CSRA Business League - Youth Entrepreneurship Training	\$4,600.00	
CSRA Business League - Small Business Development Program	\$16,720.00	
Goodwill Industries - Job Training	\$22,480.00	
JAMP - Youth Music Education Program	\$13,500.00	
Kids Restart	\$14,900.00	
Salvation Army - Job Skills Training Program	\$23,921.00	
MACH Academy - Computer Coding Program	\$23,250.00	
Project Life - Job and Life Skills Training	\$21,840.00	
Project Refresh	\$22,080.00	
Total Proposed funding for Poverty Reduction Programs		\$258,511.00
Community Development Block Grant - Public Service Budget		
Community Development Block Grant -Housing Development Programs		
Homeowner Housing Rehabilitation	\$238,671.45	
Affordable Housing Acquisition for Rental Rehabilitation	\$782,818.55	
Activity Delivery Costs	\$123,711.00	
Total Proposed Funding for Housing Development Programs		\$1,145,201
Community Development Block Grant -Community Development Programs		
CDBG Public Facility	\$100,000.00	
Total Proposed Funding for Economic Development Activities		\$100,000
Community Development Block Grant - Planning & Grants Administration (20% cap)		
Planning & Entitlement Grants Administration	\$ 355,927.00	
Fair Housing	\$ 20,000.00	
Total Proposed Funding for Planning & Grants Administration		\$ 375,927.00
Total CDBG Funding Proposed for FY2023 Program Activities		\$ 1,879,639.00
HOME Investment Partnership Grant - Program Administration (10% cap)		
HOME Program Administration	\$ 139,391.00	
Total Proposed Funding for Planning & Grants Administration		\$ 139,391.00
Total HOME Funding Proposed for Housing Development		\$1,393,915

Emergency Solutions Grant - Rapid Rehousing and Homelessness Prevention		
SAFEHOMES - Rapid Rehousing	\$ 25,000.00	
Augusta HCD - Rapid Rehousing	\$ 65,272.00	
Total Rapid Rehousing and Homeless Prevention		\$90,272
Emergency Solutions Grant - Shelter Operations		
SAFEHOMES - Emergency Shelter	\$ 25,000.00	
Salvation Army - Augusta Area Command	\$ 25,000.00	
Total Street Outreach/Shelter Operations	\$	50,000.00
Emergency Solutions Grant - Program Administration (7.5% cap)		
HESG Administration	\$ 11,373.00	
Total Proposed Funding for HESG Admin	\$	11,373.00
Total HESG Funding Proposed for Homeless Services		\$151,645
Housing Opportunities for Persons with AIDS Grant - Program Activities		
Anitoch Ministries	\$ 200,000.00	
Angelic Community Resource Development	\$ 100,000.00	
East Augusta CDC	\$ 200,000.00	
CSRA EOA, Inc.	\$ 171,874.00	
Promise Land CDC	\$ 200,000.00	
HOPWA Housing	\$ 103,131.00	
Total HOPWA Proposed for Program Activities		\$975,005
Housing Opportunities for Persons with AIDS Grant - Program Administration (3% cap)		
HOPWA Program Administration	\$ 30,154.00	
Total Proposed Funding for HOPWA Admin	\$	30,154.00
Total HOPWA Funding Proposed for Housing and Services		\$1,005,159
TOTAL PROPOSED 2023 ONE YEAR ACTION PLAN BUDGET		\$4,430,358
Community Development Block Grant - Reallocated Prior Year Funds		
Affordable Housing Acquisition for Rental Rehabilitation	\$ 940,181.45	
Commercial Acquisition for Public Facility Development	\$ 350,000.00	
CDBG Infrastructure Development	\$ 250,000.00	
Total Proposed Funding for Reallocation from Prior Year Funds	\$	1,540,181.45

2023 One Year Action Plan - Program Allocations Summary		
Community Development Block Grant - Public Service Budget		
Augusta Mini Theatre Youth Arts Education Program	\$23,520.00	
Augusta Partnership for Children	\$24,300.00	
CSRA EOA, Inc. Permanent Supportive Housing	\$23,760.00	
CSRA EOA, Inc. Centralized Intake and Assessment	\$23,640.00	
CSRA Business League - Youth Entrepreneurship Training	\$4,600.00	
CSRA Business League - Small Business Development Program	\$16,720.00	
Goodwill Industries - Job Training	\$22,480.00	
JAMP - Youth Music Education Program	\$13,500.00	
Kids Restart	\$14,900.00	
Salvation Army - Job Skills Training Program	\$23,921.00	
MACH Academy - Computer Coding Program	\$23,250.00	
Project Life - Job and Life Skills Training	\$21,840.00	
Project Refresh	\$22,080.00	
Total Proposed funding for Poverty Reduction Programs		\$258,511.00
Community Development Block Grant - Public Service Budget		
Community Development Block Grant -Housing Development Programs		
Homeowner Housing Rehabilitation	\$238,671.45	
Affordable Housing Acquisition for Rental Rehabilitation	\$782,818.55	
Activity Delivery Costs	\$123,711.00	
Total Proposed Funding for Housing Development Programs		\$1,145,201
Community Development Block Grant -Community Development Programs		
CDBG Public Facility	\$100,000.00	
Total Proposed Funding for Economic Development Activities		\$100,000
Community Development Block Grant - Planning & Grants Administration (20% cap)		
Planning & Entitlement Grants Administration	\$ 355,927.00	
Fair Housing	\$ 20,000.00	
Total Proposed Funding for Planning & Grants Administration		\$ 375,927.00
Total CDBG Funding Proposed for FY2023 Program Activities		\$ 1,879,639.00
Housing Redevelopment Initiative	\$ 1,080,686.50	
Community Housing Development Organization - CHDO Set Aside	\$ 173,837.00	
Total Proposed Funding for Housing Development		\$1,254,524
HOME Investment Partnership Grant - Program Administration (10% cap)		
HOME Program Administration	\$ 139,391.00	
Total Proposed Funding for Planning & Grants Administration		\$ 139,391.00
Total HOME Funding Proposed for Housing Development		\$1,393,915

Emergency Solutions Grant - Rapid Rehousing and Homelessness Prevention		
SAFEHOMES - Rapid Rehousing	\$ 25,000.00	
Augusta HCD - Rapid Rehousing	\$ 65,272.00	
Total Rapid Rehousing and Homeless Prevention		\$90,272
Emergency Solutions Grant - Shelter Operations		
SAFEHOMES - Emergency Shelter	\$ 25,000.00	
Salvation Army - Augusta Area Command	\$ 25,000.00	
Total Street Outreach/Shelter Operations	\$	50,000.00
Emergency Solutions Grant - Program Administration (7.5% cap)		
HESG Administration	\$ 11,373.00	
Total Proposed Funding for HESG Admin	\$	11,373.00
Total HESG Funding Proposed for Homeless Services		\$151,645
Housing Opportunities for Persons with AIDS Grant - Program Activities		
Anitoch Ministries	\$ 200,000.00	
Angelic Community Resource Development	\$ 100,000.00	
East Augusta CDC	\$ 200,000.00	
CSRA EOA, Inc.	\$ 171,874.00	
Promise Land CDC	\$ 200,000.00	
HOPWA Housing	\$ 103,131.00	
Total HOPWA Proposed for Program Activities		\$975,005
Housing Opportunities for Persons with AIDS Grant - Program Administration (3% cap)		
HOPWA Program Administration	\$ 30,154.00	
Total Proposed Funding for HOPWA Admin	\$	30,154.00
Total HOPWA Funding Proposed for Housing and Services		\$1,005,159
TOTAL PROPOSED 2023 ONE YEAR ACTION PLAN BUDGET		\$4,430,358
Community Development Block Grant - Reallocated Prior Year Funds		
Affordable Housing Acquisition for Rental Rehabilitation	\$ 940,181.45	
Commercial Acquisition for Public Facility Development	\$ 350,000.00	
CDBG Infrastructure Development	\$ 250,000.00	
Total Proposed Funding for Reallocation from Prior Year Funds	\$	1,540,181.45

BOY SCOUT ROAD AND MAGNOLIA AVENUE SITE DEVELOPMENT

0
0
0
0
-
5
-
-
0
0
0
0
0
-
-
0
0
0
0
-
0
0
0
0
-
0
0
0

[illegible]


































PROJECT NO.	5916.1902
DRAWN BY :	AWR
CHECKED BY :	RDH
DATE:	05/19/21

11

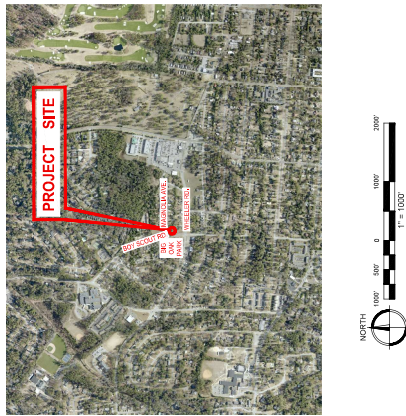
SCALE: AS NOTED
DRAWING NO. CGO
REV. 1
ITEM

[illegible]

NAME AND ADDRESS OF THE PROPERTY	TYPE OF FISHING	LOCATION OF FISHING GEAR	NUMBER OF FISHING GEAR	UNIT MODEL #	DATE OF FISHING
SWQ-1	ENHANCED DRY	CO-01	RECORD 1	N/A	5/10
SWQ-2	ENHANCED DRY	CO-01	RECORD 1	N/A	5/10
SWQ-3	ENHANCED DRY	CO-01	RECORD 1	N/A	5/10
SWQ-4	ENHANCED DRY	CO-01	RECORD 1	N/A	5/10
SWQ-5	ENHANCED DRY	CO-01	RECORD 1	N/A	5/10

SITE LEGEND	
EXISTING	PROPOSED
	
LOU. STRUCTURE	LOU. STRUCTURE
PROPERTY LINE OR RIGHT-OF-WAY	PROPERTY IDENTIFICATION
	
POT. ELEVATION	RIGHT-OF-WAY
	
CONTOUR	UPSIDE
	
TORM GRAB	AR. CONTINUING UNIT
	
FRENCH DRAIN	ELECTRICAL
	
FRONTYARD SEWER	BOLLARD
	
WATER	GRATE INLET
	
NATURAL GAS	INVERT (PIPE)
	
GENERAL OVERHEAD FLOW	POTABLE WATER
	
STORMWALE	CONTROL VALVE
	
CONCRETE	WATER METER
	
SPHALT MILL & OVERLAY	WATER VALVE
	
	FIRE HYDRANT
	
	IRRIGATION
	
	REBAR ROUND
	
	CRIMPED TOP PIPE
	
	NAL. SET
	
	NAT. FOUND (MAG. WAL.)
	
	NF (MAG.)
	

PROJECT DATA	
PARCELS:	0332-2038-000, 0332-2040-000, 0332-2039-000, 0332-2041-000, 0332-2042-000
PROPERTY ADDRESS:	548 - 551 BOY SCOUT ROAD AUGUSTA, GA 30609
TOTAL AREA:	1.02 ACRES
95000 REGION:	DISTRICT 26 REGION 3
CONSTRUCTION TYPE:	RESIDENTIAL (SINGLE-FAMILY)
PROPERTY COORDINATES:	33.2809° N, 82.0200° W
DISTURBED AREA:	0.91 ACRES
RUNOFF COEFFICIENT (ON VALLEY):	
PRE-DEVELOPED BASIN #1:	70
POST-DEVELOPED BASIN #1:	90
BASIN INFORMATION	
RECEIVING BASIN: TRIBUTARY TO PAES CREEK	



DRAWING INDEX	
DWG.	DESCRIPTION
CG001	COVER SHEET
C-100	ZONING INFORMATION PLAN
CV000	EXISTING CONDITIONS & DEMOLITION PLAN
C-101	LAYOUT, STAGING AND UTILITY PLAN
C-201	GRADING AND DRAINAGE PLAN
C-600	E.S.P.C. GENERAL NOTES
C-601	E.S.P.C. PLAN
C-601	MISCELLANEOUS DETAILS 1 OF 3
C-602	MISCELLANEOUS DETAILS 2 OF 3
C-603	MISCELLANEOUS DETAILS 3 OF 3
L-101	TREE PLAN
L-201	TREE DETAILS AND SPECIFICATIONS

ALL CONSTRUCTION MUST CONFORM TO THE CITY OF AUGUSTA STANDARDS AND SPECIFICATIONS.

[illegible]

UTILITIES PROTECTION CENTER

GEORGIA811
www.Georgia811.com



Call where's below.
Know before you dig.

THREE WORKING DAYS BEFORE YOU DIG
(GEORGIA • 1-800-282-7411)

UTILITY WARNING: The underground utilities shown have been located from field survey information and existing drawings. The engineer makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The engineer further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The engineer has not physically located the underground utilities.



COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, August 01, 2023
2:00 PM

INVOCATION

Reverend Johnny L. Hampton, Sr., Senior Pastor, Good Hope Missionary Baptist Church

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

RECOGNITION(S)

- A. Director Anita Rookard**, ARC Human Resources recognition of Augusta's 2023 Summer Interns.

Presentations are made to Augusta's 2023 Summer Interns.

DELEGATION(S)

- B. Mr. George Bailey** regarding Local Benefit Celebrity Carwash for Paine College
Presentation is made by Mr. Victor Wheeler.
- C. Mr. Eddie Kemp** to discuss flooding at his home on Yates Drive.
Mr. Kemp did not appear before the Commission.
- D. Attorney Jack Long on behalf of Spirit Creek Baptist Church** regarding opposition to the special permit request by Renovation Solutions, LLC.
Presentation is made by Mr. Jack Long.
- E. Ms. Garian Henry** regarding the need for community housing enhancements/initiatives.
Presentation is made by Ms. Garian Henry.
- F. Mr. Roy Simpkins** regarding the value of maintaining mature trees throughout the city. **(Requested by the Mayor's Office)**
Presentation is made by Mr. Roy Simpkins.
- G. Ms. Tara Perry & Michaela Wolfe** regarding flood damage June 6, 2023 to their home.
Presentation is made by Ms. Tara Perry.
- H. Ms. Connie Williams** regarding partnering with City of Augusta through workforce development initiatives.
Presentation is made by Ms. Connie Williams.
- I. Ms. Vancary F. Gibson** regarding "Environmental".
Presentation is made by Ms. Vancary F. Gibson.

J. Mr. Marion Gibson regarding "Environmental"

Presentation is made by Mr. Marion Gibson.

K. Ms. Tonya Bonitatibus regarding the need for an Environmental Justice Ordinance in Augusta-Richmond County,

Presentation is made by Ms. Tonya Bonitatibus.

L. Ms. Latoy Taylor regarding storm drain flooding on June 22, 2023.

Presentation is made by Ms. Latoy Taylor.

CONSENT AGENDA

(Items 1)

PETITIONS AND COMMUNICATIONS

1. Motion to **approve** the minutes of the Regular Meeting of the Commission held July 18, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

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

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 2-28)

PUBLIC SERVICES

2. **New Ownership: A.N. 23-27:** A request by Vaibha Kumar Patel for a retail package **Liquor, Beer & Wine** License to be used in connection with Broad Beverage, LLC located at 209 5th Street. District 1. Super District 9.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

3. **New Location: A.N. 23-28:** A request by Jason Jones for a retail package **Wine License** and a consumption on premise **Wine License (Sample Tasting Only)** to be used in connection with The Augusta Wine Company located at 1918 Central Ave. District 1. Super District 9.

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

4. **New Location:** A request by Christina Brady for a **Massage Operator's License** to be used in connection with Restorative Massage & Wellness Center located at 204 Pleasant Home Road. District 7. Super District 10

Motion to approve.

Motion made by Mason, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

5. **Ms. Estrella Febus** ACHA the Hispanic American Cultural Association of the CSRA regarding request to waive rental and staffing fees as an in-kind donation for the 28th Hispanic Festival to be held at the Augusta Common on September 29-30. **(Deferred from the July 18, 2023 Commission Meeting)**

Motion to approve the waiver of the rental and staffing fees as an in-kind donation.

Motion made by Frantom, Seconded by Johnson.

No action is taken on this motion due to the passage of the substitute motion.

Substitute motion to approve the waiver of the rental and staffing fees as an in-kind donation, to provide \$5,000 to be used toward security costs and that the City of Augusta logo be included to identify the City as a sponsor of the event.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis

Voting Nay: Garrett, Smith-McKnight, Guilfoyle

Motion carries 7-3.

6. **SE-23-03** – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions below a petition by Wynn Hotels Augusta, LLC requesting a special exception to develop an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.83 acres located at 113 Charlestowne Way. Tax Map #011-0-222-03-0. DISTRICT 7 **(Deferred from the July 18, 2023 Commission Meeting)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

7. Motion to approve emergency repairs by Company Two Fire in the, not to exceed, amount of \$130,000.00 for repairs to the Airport Rescue and Fire Fighting (ARFF) CRASH 1 Vehicle. Approved by the Augusta Aviation Commission on June 29, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

8. A motion to approve a software service contract between Hopthru Data Management and Analysis Platform and Augusta, Georgia.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

ADMINISTRATIVE SERVICES

9. Opioid Overview. (**Requested by Mayor Garnett Johnson**)

A presentation was given by Dr. Lee Merchen, Director of Public Health, in Augusta, Georgia.

10. Request to approve submission by the Housing and Community Development Department (HCD) of the amended FY2023 Annual Action Plan, representing \$4,430,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission. This submission also includes a Substantial Amendment Request for \$1,540,181.45 in prior years' CDBG funds and \$301,400.57 in HESG-CV funds, reallocated to Augusta by HUD.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

11. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding for the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley**: part of the Laney Walker/Bethlehem Revitalization Project.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

12. Motion to approve HCD's request to enter into partnerships to increase lead safety and awareness in the local community.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

13. Motion to accept the FY2024 Budget Retreat Summary and affirm Quality of Life, Human Resources, Infrastructure, Homelessness, and Public Safety as the FY2024 Commission budget priorities.

Motion to approve.

Motion made by Guilfoyle, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

14. Motion to receive as information update on relocating Augusta Rowing Club from Boathouse (**No recommendations from Administrative Services Committee July 11, 2023) (Deferred from the July 18, 2023 Commission Meeting)**)

Motion to approve postponing this item.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

ENGINEERING SERVICES

15. Commission approval the award RFQ 22-167 as a GM/GC contract to E.R. Snell Contractor on May 17, 2022. Engineering has negotiated and is requesting your approval for the Construction Contract Phase of this project to E R Snell Contactor, Inc. subject to Value Engineering and in the amount of \$60,613,333.83 for Transportation Investment Act (TIA) Project, Broad Street Improvements Project, subject to receipt of signed contract and proper bond. Also, approve recapture \$513,847.00 from SPLOST IV St. Sebastian/Greene St Project and reallocate to Broad Street Construction. RFP 22-167 / requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

16. Approve entering into an agreement with Georgia Power (GP), stating that the City of Augusta will pay for the GP Facility Relocation Cost on TIA Broad Street Improvements Project in accordance with the GP estimate totaling \$56,223.00. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment as requested by Augusta Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

17. Augusta County-Wide Solid Waste Management Program associated Environmental Services Functions – Augusta Commission Resolutions & associated Policies Review, Discussion, and Best Way Forward. Requested by Engineering

Motion to refer this item back to the next Engineering Services Committee.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

18. Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301.

Motion to refer this item back to the next Engineering Services Committee meeting.

Motion made by Johnson, Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

19. Approve supplemental funding (SA3) for Final Construction Plan Preparation Phase of the Design Consultant Services Agreement to Kimley-Horn in the amount of \$156,279.16 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project. requested by the Engineering / RFQ 19-247.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

20. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 15. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

21. Approve the sole source purchase of Mezzanine Platform for new Traffic Engineering warehouse located at 1568 Broad Street. Approve funds in the amount of \$49,598. Requested by Engineering

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

22. Approve Amending ESG Amendment 10 To Add Appendix O, Water Tank Painting And Renovation Projects and Add additional Funds for Appendix I for Assisting with Collection System Inspections.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

FINANCE

23. Request Richmond County's Chief Tax Appraiser Scott Roundtree speak about property taxes as to why such an increase this year; also want to discuss a rollback as we supported last year. **(Requested by Commissioner Catherine McKnight)**

It was the consensus of the Commission to receive this item as information without objection.

24. Motion to approve proposed 2023 mill rates for each taxing district at the computed rollback rate, advertise the required 5-year history of the digest and to schedule the date of August 29, 2023, for the meeting to adopt the rates as proposed.

Motion to approve the proposed full rollback rate.

Motion made by Johnson, Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Smith-McKnight, Pulliam, Lewis

Voting Nay: Guilfoyle

Mr. Frantom out.

Motion carries 8-1.

PUBLIC SAFETY

25. Motion to approve the contract with Microsoft for the Microsoft Enterprise Agreement and Microsoft licensing purchases through Dell, Inc.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

26. Motion to approve agreement with the Georgia Department of Corrections to administer Paper-Based (GED) Testing to Inmates.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

27. Motion to **approve** Amendment #1 to RFP 18-149 EMS Ambulance Billing Contract to extend terms and to authorize the mayor to execute all appropriate documents. **(Requested by the Administrator)**

Motion to refer this item back to the next Public Safety Committee.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEM

1. Motion to approve change order one (1) for Horizon Construction in the amount of \$594,985.00 for construction of lighting at Jamestown Park as part of the Jamestown Park Improvement Project 22REC117 (ITB 21-275). (Requested by Commissioner Wayne Guilfoyle)

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle.

Motion carries 10-0.



PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

Item 7.

July 14, 2023

RE: Boy Scout and Magnolia Avenue (S-913-R1)
554 Boy Scout Road et al

Greetings:

The City of Augusta has completed its review of the development plan for Boy Scout and Magnolia Avenue (S-913-R1) and has found everything to be in compliance for the subdivision into 6 lots. Land Disturbing permit 2023-081-LD (attached) was issued on July 7, 2023. Please consider this as notification that the plans are approved.

A Pre-construction meeting must be held with the owner/developer and related City Depts. before any grading and/or development may begin. A Development Plan has a 2-year approval timeline to begin work.

If you need further information, please do not hesitate to contact our office at 706-821-1796

Sincerely,

Lois Schmidt
Planner 1

AUGUSTA, GEORGIA

LAND DISTURBING ACTIVITY PERMIT

PERMIT NO. 2023-081-LD.

LOCATION 554 Boy Scout Rd et al

OWNER Tim Wilson / Sand Hills Urban Develop. Inc.

DEVELOPER _____

Z Schmolt

7/7/2023

PLAN. & DEV. DIRECTOR OR APPROVED DESIGNEE

DATE

CITY ENGINEER OR APPROVED DESIGNEE

DATE

S-913-R1

LAND DISTURBING ACTIVITY PERMIT APPLICATION

OWNER Tim Wilson - Sand Hills Urban Dev. Inc.

CONTRACTOR _____

LOCATION 554 Boy Scout Rd et al TAX MAP & PARCEL: 033-2-039-00-0
033-2-040-00-0DESCRIPTION OF WORK _____ 033-2-394-00-0
033-2-012-00-0Subdivide to create 6 lots.
Original expired resubmitted w/ updated AUD.
Compliance

OWNER / APPLICANT'S SIGNATURE _____

DATE OF SUBMISSION _____

- ☒ Project is not in designated floodplain
☐ Project is in designated floodplain (appropriate Flood Permit has been issued)
☒ Project would not violate Subdivision Regulations
☒ Project would not violate Zoning Ordinance
☐ Soil Erosion exemption has been granted
☒ N/A Soil Erosion Plan has been approved
☒ Additional information not required
☐ Additional information is required as follows:

_____ Project is denied for the following reason (s):

Schmidt
CITY ENGINEER / AUGUSTA PLANNING &
DEVELOPMENT DEPT. REPRESENTATIVE

DATE OF ACTION

LAND DISTURBING ACTIVITY PERMIT # 2023-081-LDS/R S-913-R-1

**Administrative Services Committee Meeting**

Meeting Date: 05/27/2025

HCD_ Vital Steps HOME Funding Request

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Background:	<p>Vital Steps has completed two single family units under the supervision and guidance of Sand Hills Urban Development. Vital Steps continue to show interest in developing affordable housing in the Sand Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>Vital Steps is requesting:</p> <ul style="list-style-type: none">• 521 Second Avenue, Augusta, GA 30904: Funding Request: \$102,950.00 <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.</p>
Analysis:	Approval of the contract will allow the partnership to construct (1) single family unit in the Sand Hills area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 102,950.00 to assist in the construction of one single family affordable housing unit.

Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrative Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

VITAL STEPS DEVELOPMENT CORP., LLC

In the amount of

\$ 102,950.00**One Hundred Two Thousand Nine Hundred Fifty Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“521 Second Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Vital Steps Development Corp., LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*VITAL STEPS DEVELOPMENT CORP.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Vital Steps Development Corp. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Vital Steps Development Corp. for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Vital Steps Development Corp. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Vital Steps agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Vital Steps to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Vital Steps Development Corp. has requested, and Augusta has approved a total of \$ 102,950.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Vital Steps Development Corp. agrees to utilize approved HOME funds to support project related costs associated with property located at 521 Second Avenue, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, VITAL STEPS DEVELOPMENT CORP. must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Vital Steps Development Corp. for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **102,950.00** in a HOME funds shall be expended by Vital Steps Development Corp. from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 521 Second Avenue in the Sand Hills Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by VITAL STEPS DEVELOPMENT CORP.. This unit will be constructed by Vital Steps Development Corp. and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 521 Second Avenue, Augusta, Georgia 30901

Initial: _____

C. Program Location and Specific Goals to be Achieved

Vital Steps Development Corp. shall conduct project development activities and related services in its project area known as Sand Hills that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Vital Steps Development Corp. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Vital Steps Development Corp. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. VITAL STEPS DEVELOPMENT CORP. will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Vital Steps Development Corp. will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Vital Steps Development Corp. will carry out this project with implementation oversight provided by HCD. Vital Steps Development Corp. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Vital Steps Development Corp., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$102,950.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Vital Steps Development Corp. compliance with all terms and

conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Vital Steps Development Corp. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Vital Steps Development Corp. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Vital Steps Development Corp. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$102,950.00 of this single project and seeks to provide Vital Steps Development Corp. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 102,950.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow VITAL STEPS DEVELOPMENT CORP. to retain 25% of sales proceeds to further future HOME development. (Example: 521 Second Avenue sales for \$195,000; VITAL STEPS DEVELOPMENT CORP. retains \$48,750.00 (25%) and pays HCD \$ 71,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

Vital Steps Development Corp. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Vital Steps Development Corp. will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Vital Steps Development Corp. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Vital Steps Development Corp. agrees that the unit being constructed at 521 Second Avenue is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Vital Steps Development Corp. shall be paid a total consideration of no more than \$ **102,950.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Vital Steps Development Corp. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Vital Steps Development Corp.

2. Vital Steps Development Corp. shall adhere to the following budget in the performance of this contract:

Construction **\$ 102,950.00**

TOTAL HOME PROJECT COST: \$ 102,950.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Vital Steps Development Corp. (whichever date is later) and shall end at the completion of all program

activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Vital Steps Development Corp. or any contractor/subcontractor hereunder. All payments to Vital Steps Development Corp. by Augusta will be made on a per performance request through the AIA Document.
- B. Vital Steps Development Corp. shall maintain a separate account and accounting process for HOME funding sources.
- C. Vital Steps Development Corp. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Vital Steps Development Corp. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Vital Steps Development Corp. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Vital Steps Development Corp. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Vital Steps Development Corp..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Vital Steps Development Corp. control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Vital Steps Development Corp..
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Vital Steps Development Corp.
- E. If Vital Steps Development Corp. is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Vital Steps Development Corp. shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Vital Steps Development Corp. shall maintain records that document all clients served with HOME funds. In addition, Vital Steps Development Corp. shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Vital Steps Development Corp., shall provide the information and verification described above.

Vital Steps Development Corp. shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Vital Steps Development Corp. with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Vital Steps Development Corp. shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Vital Steps Development Corp. shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Vital Steps Development Corp. shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Vital Steps Development Corp. shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Vital Steps Development Corp.’s fiscal year. Vital Steps Development Corp. is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Vital Steps Development Corp. shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Vital Steps Development Corp.’ records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia’s Open Records Act (O.C.G.A. §50-18-70). Vital Steps Development Corp. agrees to comply with the Open Records Act should a request be submitted to it. Further, Vital Steps Development Corp. agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Vital Steps Development Corp. will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Vital Steps Development Corp. will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Vital Steps Development Corp.’ board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Vital Steps Development Corp. shall provide the Grantee a tentative annual schedule of the Board of Director’s meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Vital Steps Development Corp. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Vital Steps Development Corp.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year

thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Vital Steps Development Corp. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Vital Steps Development Corp.. In such instances, Vital Steps Development Corp. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Vital Steps Development Corp..
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Vital Steps Development Corp. agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Vital Steps Development Corp. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Vital Steps Development Corp. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any

obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Vital Steps Development Corp. if the agreement is in default or has been breached in any manner.

3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Vital Steps Development Corp. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Vital Steps Development Corp. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Vital Steps Development Corp. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Vital Steps Development Corp. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Vital Steps Development Corp. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Vital Steps Development Corp. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Vital Steps Development Corp. will in all solicitations or advertisements for employees placed by or on behalf of Vital Steps Development Corp.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Vital Steps Development Corp. agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Vital Steps Development Corp. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Vital Steps Development Corp. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Vital Steps Development Corp. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Vital Steps Development Corp. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Vital Steps Development Corp. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Vital Steps Development Corp. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Vital Steps Development Corp. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Vital Steps Development Corp. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Vital Steps Development Corp. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Vital Steps Development Corp. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Vital Steps Development Corp. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Vital Steps Development Corp. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vital Steps Development Corp. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Vital Steps Development Corp. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Vital Steps Development Corp. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Vital Steps Development Corp. will not discriminate against any person applying for shelter on the basis of religion. Vital Steps Development Corp. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Vital Steps Development Corp. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Vital Steps Development Corp. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Vital Steps Development Corp. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Vital Steps Development Corp. cures any breach of the contract. If Vital Steps Development Corp. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Vital Steps Development Corp. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Vital Steps Development Corp. for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Vital Steps Development Corp. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Vital Steps Development Corp. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Vital Steps Development Corp. will receive all notices at the address indicated below:

Vital Steps Development Corp.
2573 Wheeler Road
Augusta, Georgia 30904

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Vital Steps Development Corp. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Vital Steps Development

Corp. specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Vital Steps Development Corp. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Vital Steps Development Corp. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Vital Steps Development Corp. handling or charged with the responsibility for handling funds and property pursuant to this contract. VITAL STEPS DEVELOPMENT CORP. shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Vital Steps Development Corp. shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Vital Steps Development Corp. hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Vital Steps Development Corp. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;

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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr./Shauntia Lewis
As its Director/Deputy Director HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Vital Steps Development Corp.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Vital Steps Development Corp. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Vital Steps Development Corp. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Vital Steps Development Corp. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$102,950.00** in Year 2023 HOME Investment Partnerships Funds to Vital Steps Development Corp.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Vital Steps Development Corp. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Vital Steps Development Corp. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

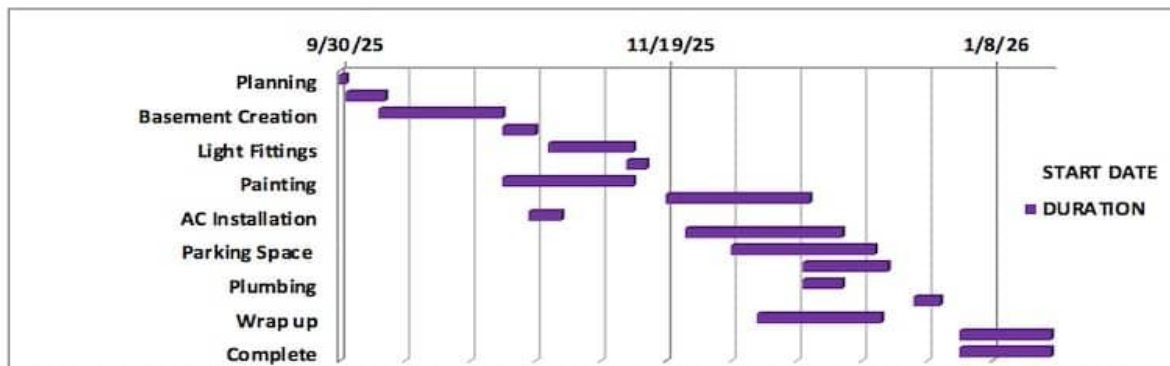
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Vital Steps Development Corp. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Vital Steps Development Corp. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Vital Steps Development Corp. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Vital Steps Development Corp. must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
- e. Vital Steps Development Corp. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

VITAL STEPS DEVELOPMENT CORP. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	





Commission Meeting

June 3, 2025

Succession Plan, Continuing Education/Training for all Departments

Department:	N/A
Presenter:	N/A
Caption:	Have Administrator to provide an update to the succession plan, continuing education/training for all department. (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
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee

June 10, 2025

James Brown Arena

Department:	N/A
Presenter:	N/A
Caption:	Receive update from Interim General Counsel on the matter of "Letter of Support" from the Augusta Commission maintaining the name of James Brown on the new arena; and any legal means available to the City of Augusta relative to the naming in association with the collected sales tax money. (Requested by Commissioner Alvin Mason)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee

June 10, 2025

Regulations on convenience stores

Department:	N/A
Presenter:	N/A
Caption:	Lawrence Brannen relative to regulations on convenience stores; forbidding the sale of drug-related objects that lead to the arrest of buyers.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input checked="" type="checkbox"/> Public Safety Committee	Date of Meeting <u>06-10-2025</u>
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lawrence Brannen (JIRSI)
 Address: 445 Fenwick Street, Augusta, GA 30901
 Telephone Number: (706) 524-6786
 Fax Number: _____
 E-Mail Address: lawbrannen32@outlook.com

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

Regulations on convenience stores. Forbid the sale of
drug-related objects that lead to the arrest of the buyers.

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.

443 Broad St, Augusta, Georgia, United States



Share

Exhibit A



with this image

Legal Advertise About our ads Help Your Privacy Choices Consumer Health Privacy



Exhibit B





Exhibit C

Exhibit D



