



## ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 09, 2024

1:10 PM

### ADMINISTRATIVE SERVICES

1. Receive as information the emergency request for the replacement of two 7.5-ton Trane condensers located at the Carrie J Mays Community Center in the amount of \$27,310.00 by Sig Cox.
2. Receive as information the emergency request for the replacement of the 20-ton roof-top HVAC unit at the May Park Community Center in the amount of \$60,812.00 by Sig Cox.
3. Motion to **amend** Ordinance Code of Augusta, Georgia, Article One, Chapter 10B by repealing all Sections with the second reading waived; and to adopt a new Local Small Business Program Code to become effective upon approval. Also add Chapter 10C the Minority and Women Business Enterprise (M/WBE) Ordinance to include a protest provision.
4. **Discussion** to move Code Enforcement under the Marshal's Office effective January 1, 2025. **(Requested by Commissioners Frantom and Guilfoyle)**
5. Motion to approve the minutes of the Administrative Services Committee held on June 11, 2024.
6. Approve change order for purchase order 23CSA002 in the amount of \$257,598.59 for Phase II of Fleet Maintenance Facility design services to Dickinson Architects PC.
7. Approve additional funding for purchase order 18REC416 to provide expanded scope of services related to Fleming Park in the total amount of \$460,400.50 with an included 15% contingency (\$53,530.50) to Johnson Laschober & Associates, PC.





## Administrative Services Committee

Meeting Date: Tuesday, July 9, 2024

Emergency – Carrie J Mays HVAC Repairs

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<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Receive as information the emergency request for the replacement of two 7.5-ton Trane condensers located at the Carrie J Mays Community Center in the amount of \$27,310.00 by Sig Cox.
<b>Background:</b>	Two HVAC units that service the Carrie J Mays Community Center were found to be out of operation due to failed condensers. The condensers will need to be replaced in order to restore air flow to the facility. The failure of these units, coupled with the outside temperature, is causing the building temperature to increase. It is imperative that the repairs for the HVAC units takes place to properly provide the conditioned air required to prevent the threat to public health.
<b>Analysis:</b>	Sig Cox will perform the repairs to the units.
<b>Financial Impact:</b>	\$27,310.00; Capital GL: 272-01-6210 / 54.12110
<b>Alternatives:</b>	A – Receive as information B – Do not receive as information
<b>Recommendation:</b>	Receive as information the emergency request for the replacement of two 7.5-ton Trane condensers located at the Carrie J Mays Community Center in the amount of \$27,310.00 by Sig Cox.
<b>Funds are available in the following accounts:</b>	\$27,310.00; Capital GL: 272-01-6210 / 54.12110





# 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:** Geri Sams, Director, Procurement Department  
**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department  
**DATE:** June 20, 2024  
**SUBJECT:** Emergency Memo – Carrie J Mays Community Center HVAC

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In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Carrie J Mays Community Center relating to the failure of two HVAC units.

Two HVAC units that service the Carrie J Mays Community Center were found to be experiencing deficiencies. An inspection of the units revealed that the units are no longer operational, and a new condenser will be required for both units. The failure of the HVAC units, coupled with the current outside temperature, is causing room temperatures to increase. Carrie J Mays Community Center is occupied by the elderly during the day hours, and it is imperative that the installation of the condenser takes place to ensure proper air circulation throughout the facility. Sig Cox has been deemed qualified to make the necessary installations.

Please process a purchase order for Sig Cox, in the amount of \$27,310.00 for the installation of the new condensers.

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









Sig Cox Heating & Air Conditioning  
1431 Greene Street  
Augusta, GA 30901

Phone: (706) 722-5304  
sigcoxservice@sigcox.com  
sigcox.com

Item 1.

Bill to  
**Augusta Georgia**  
Accounting Dep Suite 800  
535 Telfair St Municipal Bld  
Augusta, GA 30901-2379

Ship to  
**Carey J May Park00005**  
1014 11th Avenue  
Augusta, GA 30901

Quote Date: 6/18/2024

Sales Rep: Bubba

Quote #: q100361

Item	Description	Quantity	Price	Amount
EST	Furnish and install two (2) 7.5-ton Trane condensers. Indoor coils and furnaces in good condition at this time.	1	\$27,310.00	\$27,310.00

Subtotal: \$27,310.00

Tax: \$0.00

Total: \$27,310.00

Payments: \$0.00





## Finance

### Budget Transfer Request Form

**Department \*** Central Services  
**Department Director Email** rlampkin@augustaga.gov  
**Budget Analyst \*** Who is the budget analyst for your department?  
 Sophia Tian  
**Explanation \*** BTR FOR HVAC @ CARRIE J MAYS 06.18.24

### Transfer Data

From Org Key *	From OC# *	Description	To Org Key *	To OC# *	Description	Transfer Amount *
272016210	5319130	Central Services-Adm	272016210	5412110	Central Services-Adm	\$ 25000.00

**Signature \***

*Scarlet Green*



**Katie Cornelius**

**From:** Nancy M. Williams  
**Sent:** Tuesday, June 18, 2024 4:41 PM  
**To:** Katie Cornelius; Geri Sams; Audrey Sutton; Darrell White  
**Cc:** Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Eric Bing  
**Subject:** RE: Emergency Request - HVAC Board of Elections Warehouse and Carrie J Mays Center

Approved.

**From:** Katie Cornelius <KCornelius@augustaga.gov>  
**Sent:** Tuesday, June 18, 2024 3:23 PM  
**To:** Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>  
**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Eric Bing <EBing@augustaga.gov>  
**Subject:** Emergency Request - HVAC Board of Elections Warehouse and Carrie J Mays Center  
**Importance:** High

Good afternoon,

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

- Board of Elections Warehouse
  - Two units are currently out of operation and are not circulating air, causing the building temperatures to increase. These units have numerous deficiencies and will require replacement. This facility is in consistent use by members of the public and it is imperative that the units' operation be restored to properly circulate air.
- Carrie J Mays Community Center
  - Two units are currently nonoperational and are not circulating air throughout the facility, causing the building temperatures to increase. The condensers will require the replacement to restore functionality to the units. This community center is occupied by the elderly during the day hours, and it is imperative that the units' operation be restored to properly circulate air.

We are requesting approval to proceed with the attached quote by Sig Cox in the amount of **\$19,879.00** for the replacement of the two (2) 4-ton HVAC units at Board of Elections Warehouse. **Funds are available in account 101-01-4110/53.19120.**

Also, we are requesting approval to proceed with the second attached quote by Sig Cox in the amount of **\$27,310.00** for the replacement of (2) 7.5-ton Trane condensers at Carrie J Mays Community Center. **Funds are available in account 272016210/54.12110.**

Thank you,  
 Katie

\_\_\_\_\_  
**Katie Cornelius | Administrative Assistant**  
**Augusta – Richmond County | Central Services Department**





## Administrative Services Committee

Meeting Date: Tuesday, July 9, 2024

### Emergency – May Park Community Center HVAC Replacement

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<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Receive as information the emergency request for the replacement of the 20-ton roof-top HVAC unit at the May Park Community Center in the amount of \$60,812.00 by Sig Cox.
<b>Background:</b>	The roof-top HVAC unit that services the May Park Community Center is no longer operational. The 20-ton unit will need to be replaced in order to restore air flow to the facility. The failure of this unit, coupled with the outside temperature, is causing the building temperature to increase. This facility is in consistent use by children for daytime club activities. It is imperative that the repairs for the HVAC units takes place to properly provide the conditioned air required to prevent the threat to public health.
<b>Analysis:</b>	Sig Cox will perform the replacement of the unit.
<b>Financial Impact:</b>	<p>\$60,812.00; SPLOST 8</p> <p>GL: 330-05-1120/54.13120</p> <p>JL: 224-05-1118/54.13120</p>
<b>Alternatives:</b>	<p>A – Receive as information</p> <p>B – Do not receive as information</p>
<b>Recommendation:</b>	Receive as information the emergency request for the replacement of the 20-ton roof-top HVAC unit at the May Park Community Center in the amount of \$60,812.00 by Sig Cox.
<b>Funds are available in the following accounts:</b>	<p>\$60,812.00; SPLOST 8</p> <p>GL: 330-05-1120/54.13120</p> <p>JL: 224-05-1118/54.13120</p>






## 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

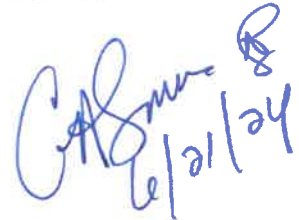
**TO:** Geri Sams, Director, Procurement Department  
**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department  
**DATE:**   
June 20, 2024  
**SUBJECT:** Emergency Memo – May Park Community Center HVAC

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the May Park Community Center relating to the failure of an HVAC unit.

The roof-top HVAC unit that services the May Park Community Center was found to be experiencing deficiencies. An inspection of the unit revealed that the unit is no longer operational, and a replacement unit will be required. The failure of the HVAC unit, coupled with the current outside temperature, is causing room temperatures to increase. May Park Community Center is occupied consistently by children for day-time club activities, and it is imperative that the replacement of the unit takes place to ensure proper air circulation throughout the facility. Sig Cox has been deemed qualified to make the necessary installations.

Please process a purchase order for Sig Cox, in the amount of \$60,812.00 for the removal of the existing unit and installation of a replacement unit.

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

  
Geri Sams  
6/21/24




AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT

DEPARTMENT NAME: Central Services Department  
DEPARTMENT NUMBER: Varies, see below  
DEPARTMENT HEAD: 

REQUISITION:  
REQUISITION DATE: 6/20/2024  
PURCHASE ORDER NUMBER:  
PURCHASE ORDER DATE:

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER		Sig Cox					
QUOTED BY		(706) 722-5304					
		Bubba Smith					
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	REMOVAL & DISPOSAL OF EXISTING 20-TON PACKAGE UNIT. FURNISH & INSTALL NEW TRANE WSJ240A3S00 20 TON PKGD PRECEDENT UNITARY ROOFTOP UNIT. FURNISH & INSTALL ECONOMIZER. FURNISH 60-TON CRANE TO SET UP IN FRONT PARKING LOT. FURNISH ALL ELECTRICAL MISC. MATERIALS. FURNISH PVC FOR DRAIN	1	\$60,812.00	\$60,812.00			
2							
3							
4	Funding is available in the following accounts:						
5	GL: 330-05-1120/54.13120						
6	JL: 224-05-1118/54.13120						
7							
8	*Emergency						
9	Quote # q100373						
10	May Park Community Center - HVAC Roof-top Unit Replacement						
11							
12							
13							
14							
15							
16							
17							
18							
19							
TOTAL BID				\$60,812.00			
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							

  
6/21/24



Subtotal: \$60,812.00  
Tax: \$0.00  
Total: \$60,812.00  
Payments: \$0.00

Item	Description	Quantity	Price	Amount
EST	Removal and disposal of existing 20-ton package unit. Furnish and install a new Trane WSJ240A3S00 20 Ton PKGD Precedent Unitary Rooftop unit. Furnish and install an economizer. Furnish 60-ton crane, to set up in front parking lot. Furnish all electrical misc. materials. Furnish pvc for drain. Package unit \$ 49,678.00 Economizer \$ 2,400.00 Extended warranty \$ 504.00 Shipping \$ 1,656.00 60 Ton Crane \$ 2,534.00 Misc. electrical and pvc fittings. \$ 100.00 Permit \$ 300.00 Labor \$ 3,640.00	1	\$60,812.00	\$60,812.00

Quote #: q100373

Sales Rep: Bubba

Quote Date: 6/20/2024

Bill to  
Augusta Georgia  
Accounting Dep Suite 800  
535 Telfair St Municipal Bid  
Augusta, GA 30901-2379



Sig Cox Heating & Air Conditioning  
1431 Greene Street  
Augusta, GA 30901  
Phone: (706) 722-5304  
sigcoxservice@sigcox.com  
sigcox.com

Ship to  
May Park Community Center00003  
622 Fourth Street  
Walton Way  
Augusta, GA 30901



Katie Cornelius

**From:** Scarlet Green  
**Sent:** Thursday, June 20, 2024 12:57 PM  
**To:** Katie Cornelius  
**Cc:** Ron Lampkin; Maria Rivera-Rivera; Arlene New  
**Subject:** FW: Emergency Request - May Park HVAC Unit Replacement

Katie,  
  
Please prepare documents with account numbers below. Also send the account numbers along with the updated quote to Procurement.  
  
Thanks,  
Scarlet

Scarlet Green | Business Analyst  
Augusta - Richmond County | Central Services Department  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-432-5254 | (c) 762-333-4654  
sgreen@augustaga.gov | www.augustaga.gov



**From:** Timothy Schroer <tischroer@augustaga.gov>  
**Sent:** Thursday, June 20, 2024 12:54 PM

**To:** Ron Lampkin <Rlampkin@augustaga.gov>; Scarlet Green <Sgreen@augustaga.gov>  
**Cc:** Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Arlene New <anew@augustaga.gov>  
**Subject:** RE: Emergency Request - May Park HVAC Unit Replacement

Please use

GL 330-05-1120/5413120  
JL 224051118/5413120



Thank You,  
Ron Lampkin  
Augusta-Richmond County  
Interim Director Central Services  
(706) 821-2899 - Office  
(706) 513-2109 - Cell

We are doing a replacement of the unit and will be using the SPLOST 8 funds for Facility maintenance.

**Subject:** Re: Emergency Request - May Park HVAC Unit Replacement

<anew@augustaga.gov>

**Cc:** Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Arlene New

**To:** Timothy Schroer <tischroer@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>

**Sent:** Thursday, June 20, 2024 12:08 PM

**From:** Ron Lampkin <RLampkin@augustaga.gov>

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901  
Office: (706) 821- 1741 | Fax: (706) 821- 2520  
tischroer@augustaga.gov

Timothy E. Schroer, CPA, CGMA  
Deputy Director – Finance

Object	Description	Budget	Actual	Encumbrance	Bal
5413120	Building Renovations	60,850.00	0.00	0.00	60.8
Revenue & Transfers In:		0.00	0.00	0.00	
Expenditure and Transfers Out:		60,850.00	0.00	0.00	60.8
Net:		-60,850.00	0.00	0.00	-60.8
Grand Total (RV & TI):		0.00	0.00	0.00	
Grand Total (XP & TO):		60,850.00	0.00	0.00	60.8
Net:		-60,850.00	0.00	0.00	-60.8

JL Budgets and Actuals with Encumbrances

Ledger: JL

Report Date: 06/20/2024

Fiscal Year: Fiscal Year: Budget Version:



**From:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>

**Sent:** Thursday, June 20, 2024 12:06:16 PM

**To:** Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>

**Cc:** Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>

**Subject:** RE: Emergency Request - May Park HVAC Unit Replacement

What project is the funding coming from?

Timothy E. Schroer, CPA, CGMA  
Deputy Director – Finance

**Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901**

**📧 [tschroer@augustaga.gov](mailto:tschroer@augustaga.gov) | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520**

**From:** Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>

**Sent:** Thursday, June 20, 2024 12:00 PM

**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>

**Cc:** Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>

**Subject:** FW: Emergency Request - May Park HVAC Unit Replacement

Tim,

Procurement has approved us to proceed with the attached quote. Could you provide us a SPLOST 8 account for the attached?

Thanks,  
Scarlet

**Scarlet Green | Business Analyst**  
**Augusta – Richmond County | Central Services Department**  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-432-5254 | (c) 762-333-4654  
[sgreen@augustaga.gov](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Darrell White <[DWhite2@augustaga.gov](mailto:DWhite2@augustaga.gov)>

**Sent:** Thursday, June 20, 2024 11:59 AM

**To:** Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Geri Sams <[gsams@augustaga.gov](mailto:gsams@augustaga.gov)>; Audrey Sutton <[ASutton@augustaga.gov](mailto:ASutton@augustaga.gov)>; Nancy M. Williams <[NWilliams@augustaga.gov](mailto:NWilliams@augustaga.gov)>

**Cc:** Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>

**Subject:** RE: Emergency Request - May Park HVAC Unit Replacement



Please proceed with this emergency however I need a breakdown of the charges for full approval pending identified funding source from Finance. Please have Sig Cox send a itemized bill please.

**From:** Katie Cornelius <KCornelius@augustaga.gov>

**Sent:** Thursday, June 20, 2024 11:38 AM

**To:** Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>

**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>

**Subject:** Emergency Request - May Park HVAC Unit Replacement

**Importance:** High

Good morning,

As discussed in my phone conversation with Ms. Sutton, this communication serves as notification of an emergency at the following location:

- May Park Community Center
  - The 20-ton roof-top unit is currently out of operation and is not circulating air, causing the building temperatures to increase. This unit has numerous deficiencies and will require a complete replacement. This facility is in consistent use by children for day-time club activities and it is imperative that the units' operation be restored to properly circulate air.

We are requesting approval to proceed with the attached quote by Sig Cox in the amount of **\$60,812.00** for the replacement of the 20-ton unit at May Park Community Center. **Funds will be utilized from SPLOST 8.**

Central Services will request the account numbers from Finance (Timothy Schroer) upon Procurement approval of this request. Once the account numbers are received from Finance, we will send them to Procurement.

Thank you,  
Katie

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**Katie Cornelius | Administrative Assistant**  
**Augusta - Richmond County | Central Services Department**  
 2760 Peach Orchard Rd | Augusta, Georgia 30906  
 (p) 706-312-4152  
[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



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## Administrative Services Committee

Meeting Date: Tuesday, June 11, 2024

### Amendment to Local Small Business Opportunity Program and Minority and Women Owned Business Enterprise Ordinance

<b>Department:</b>	Compliance
<b>Presenter:</b>	Phyllis Johnson
<b>Caption:</b>	Motion to amend Ordinance Code of Augusta, Georgia, Article One, Chapter 10B by repealing all Sections with the second reading waived; and to adopt a new Local Small Business Program Code to become effective upon approval. Also add Chapter 10C the Minority and Women Business Enterprise (M/WBE) Ordinance to include a protest provision.
<b>Background:</b>	On May 3, 2022, the Commission approved the Disparity Study and findings as reported by Griffin and Strong. As to the Local Small Business Opportunity Program it will become the Local Small Business Program and the M/WBE Program will be added.
<b>Analysis:</b>	To ensure that the recommendations are approved by the Commission are fully executed, the Commission must vote to repeal the current Chapter 10B that covers the Local Small Business Opportunity Program and add Chapter 10C the M/WBE Program so that the new policies control. Further the Commission should adopt an effective date for the new policy.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve motion to amend Ordinance Code of Augusta, GA Article One, Chapter 10B Local Small Business Opportunity Program and add Chapter 10C Minority and Women Business Enterprise Program.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE AUGUSTA, GA CODE ARTICLE ONE, CHAPTER TENB RELATING TO THE LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM AND ADDING CHAPTER TENC RELATING TO THE MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM IMPLEMENTATION: TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith: TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES. WAIVE SECOND READING.**

WHEREAS, it is the desire of the Augusta, Georgia Commission to update Code provisions relating to Chapter 10B the Local Small Business Opportunity Program which will become the Local Small Business Program.

WHEREAS, Chapter 10C be added to address the implementation of the Minority and Women Owned Business Enterprise (M/WBE) Program.

THE AUGUSTA, GEORGIA COMMISSION ordains as follows:

SECTION 1. Augusta, GA Code Article One, Chapter 10B as forth in the Augusta, GA Code, as amended by Ordinance adopted June 30, 2011, is hereby amended striking this section in its entirety as set forth in "Exhibit A" hereto. Augusta, GA Code Chapter 10C as added by the Commission on June 11, 2024, is hereby amended by adding this section in its entirety as set forth in "Exhibit B" hereto. A new Rule of Procedure is hereby inserted to replace the repealed Code Section.

SECTION 2. This ordinance shall become effective upon approval.

SECTION 3. All ordinances, parts of ordinances, policies, and procedures concerning the Local Small Business Opportunities Program in conflict herewith are hereby repealed. All ordinances, parts of ordinances, policies, and procedures concerning the Local Small Business Program and the Minority and Women owned Business Opportunity (M/WBE) Program are accepted.

Adopted this 11<sup>th</sup> day of June, 2024

\_\_\_\_\_  
Garnett Johnson  
As its Mayor

Attest:

\_\_\_\_\_  
Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date:

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



## Chapter 10C

### Minority and Woman Owned Business Enterprise (M/WBE) Program

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#### **Sec. 1-10-132. Title**

The City of Augusta, Georgia Minority and Woman Owned Business Enterprise Program (“M/WBE Program”).

#### **Sec. 1-10-133. Policy and Purposes.**

It is the policy of the City of Augusta to take all necessary, reasonable, and legal action to prevent discrimination and to ensure that all businesses, including M/WBEs, are afforded a fair opportunity to participate in the City's contracting process. The M/WBE Program shall be implemented to remedy the documented statistical underutilization that continues to adversely affect the participation of certain M/WBE businesses in the awarding of the City's prime contracts and subcontracts, as more fully set forth in the 2022 Disparity Study commissioned by, and subsequently adopted by, the City. The M/WBE Program shall ensure that City contracts are awarded in a manner that promotes economic inclusion of all segments of the business population regardless of race or gender (or other defined disadvantage), in order to maximize the economic vitality and development of the City.

The City of Augusta continues, and expands, its commitment to promoting fair and open competition for M/WBEs seeking to do business with the City, including continuing to ensure that prime contractors do not discriminate in their solicitation, selection, or treatment of subcontractors.

The best management practices employed by the City in furtherance of this M/WBE Program are designed to deliver innovative solutions to increase the Program's effectiveness. A core objective of the M/WBE Program is to increase both the dollar amount and percentage of services and supplies the City procures from M/WBEs to more closely align with their Availability in the program area. The City will also continue to foster its best management practices to further build the capacity of M/WBEs in the program area toward this goal.

#### **Sec. 1-10-134. Commercial Nondiscrimination Policy.**

It is the policy of the City of Augusta not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy



shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination.

The Director of Compliance shall implement this policy by periodically conducting outreach and distributing educational materials to the City's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this nondiscrimination policy. The Director of Compliance or designee, Mayor or designee, and the City Attorney's Office shall insure that the following commercial nondiscrimination clause language is set forth in and incorporated into all the City contracts that result from formal solicitations:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

In addition, the Director of Compliance or designee may conduct an investigation into possible violations where the M/WBE participation is substantially below the M/WBE Annual Aspirational Goal or Subcontractor Goal established for the contract.

### **Sec. 1-10-135. Definitions**

For the purpose of this Chapter 10C, the following words, terms, phrases, and abbreviations shall have the following meanings:

*African American*: means persons having origins in any black racial group of Africa. It includes people who indicate their race as "Black, African American, or Negro," or provide written entries such as African American, Afro American, Kenyan, Nigerian, or Haitian.

*Annual Aspirational Goal*: means a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and Subcontractor participation in City contracts for Construction, Architecture &



Engineering, Professional Services, Other Services, and Goods contracts. This goal is established every five (5) years by a duly-authorized disparity study and based upon and derived from the Prime and Subcontractor Availability statistics provided therein and is measured every year to ascertain program effectiveness.

*Asian*: means persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

*Availability*: means being “qualified” to perform work for the City. This means that the Bidder does business within an industry group from which the City and its agencies make certain purchases; the firm's owner has taken steps to do business with the City and qualified itself to do such business by registering or certifying; and the firm is located within a relevant geographical area such that it can do business with the City of Augusta.

*Bidder*: means any individual, sole proprietorship, partnership, joint venture, or corporation that submits a Bid to the City.

*Certification*: means the qualifying process that assures buyers and local, state, and federal agencies that a particular business is an M/WBE. Certification or Recertification shall mean official recognition and approval by City (or other acceptable certifying agency) that a business meets the qualification criteria of an MBE/WBE, as set forth in this Program. Certification or Recertification relates to qualifications regarding ownership and control, not the quality of the service or product.

*Citizen's Small Business Advisory Board (CSBAB)*. Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the M/WBE Program, and to meet with minority and woman small businesses to review and advise as to the issues in program administration. *See* Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).

*Commercially Useful Function (CUF)*. For the purpose of determining whether a registered M/WBE firm is performing a CUF, the Director of Compliance shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (i) A M/WBE firm performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- (ii) To perform a CUF, the M/WBE firm must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- (iii) A M/WBE firm does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether a M/WBE firm is such an extra participant, the Director of Compliance



will examine similar transactions, particularly those in which Local Small Businesses do not participate.

*Compliance:* means the condition existing when a Participant has met the requirements of this M/WBE Program.

*Control:* means the authority of an individual or business owner to sign responses to solicitations and contracts, to make price negotiation decisions, to sell or liquidate the business, and to direct the day- to-day business management and operations without interference from others.

*Covenant of Non-Discrimination:* means, collectively, one or more contractual affirmative promises (1) to adopt the policies of the City relating to the participation of M/WBEs in the procurement process; (2) to undertake certain good faith efforts to solicit M/WBE participation; and (3) not to otherwise engage in discriminatory conduct against M/WBEs.

*Goal, or Contract-by-Contract Goal:* means race or gender-conscious corrective measures administered on a contract-by-contract or project-by-project basis which measure sets a percentage-based minimum participation level for M/WBE subcontractors based on the available subcontracting opportunities for that project and the available firms and may be set as MBEs and WBEs.

*Goal Setting Committee ("GSC"):* means a committee tasked with setting contract/project goals for the M/WBE Program.

*Good Faith Efforts ("GFE"):* means the voluntary actions of a Participant undertaken in good faith to ensure that it does not discriminate in its contracting practices and to explain any failure to meet either an Annual Aspirational Goal or a contract/project Goal set in accordance with this legislation.

*Gross Receipts.* Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships

*Hispanic American:* means people who identify with the terms "Hispanic" or "Latino" and who classify themselves in a specific Hispanic or Latino category such as "Mexican," "Puerto Rican," "Cuban," or "other Spanish, Hispanic, or Latino."

*Lowest Responsive and Responsible Bidder:* means the bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable and has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

*Minority Business Enterprise ("MBE"):* means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is owned by one or more of the following: (1) African Americans, (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans.



*Minority or Women Owned Business Enterprise ("M/WBE"):* means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is owned by one or more of the following: (1) African Americans, (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women. Racial and gender categories are separated for monitoring and tracking purposes only.

*M/WBE Owned:* means that African American, Native American, Hispanic American, Asian American, or Woman owner(s) who are citizens or permanent residents of the United States individually or collectively possess an ownership interest of at least fifty-one percent (51%) of the business.

*Native American:* means persons having origins in any of the original people of North America, including American Indians, Eskimos and Aleuts.

*Non-Compliance:* means the condition existing when a Participant has failed to meet the requirements of the M/WBE Program.

*Participant:* means an individual or entity that enters into a contract with the City to provide goods or services within the scope of the M/WBE Program, or a subcontractor or supplier to such an individual or entity.

*Personal Net Worth ("PNW").* The PNW of any owner of the M/WBE firm cannot exceed the PNW of an "economically disadvantaged" person as measured by the applicable federal standards. The Net value of the assets of an individual owner, after total liabilities are deducted must not exceed one million, two hundred and fifty thousand dollars (\$1,250,000). An individual's PNW does not include the individual's ownership interest and the individual's equity in his or her primary place of residence or the business they are seeking to certify. An individual's PNW includes his or her share of assets held jointly with the individual's spouse. Property held by the entirety is deemed to be owned equally by the spouse.

*Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents

*Program Area:* means the geographic area covered by the M/WBE Program, as determined by the most recent disparity study.

*Program Waiver:* means a particular procurement for which goals are not required and is therefore waived from inclusion in the M/WBE subcontractor goals policy. This is not the same as a "Waiver based on Good Faith Efforts," defined below.

*Race/Gender-Conscious:* means any governmental or legislative policy or programmatic action that uses race or gender as criteria for participation.

*Race/Gender-Neutral:* means any governmental or legislative policy or a programmatic action in which race or gender is not among the criteria for participation.



*Responsible:* means a contractor fully capable of meeting all the requirements of the solicitation and subsequent contract. The contractor must possess the full capability, including financial and technical, to perform as contractually required.

*Responsive:* means a contractor, business, or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the City solicitation documents and all of its requirements, including all form and substance.

*Subcontractor:* means an individual or business that has a contract to perform a service or provide materials, equipment, and/or supplies as a part of the scope of work set forth in a prime contract awarded by the City.

*Waiver based on Good Faith Efforts:* means an exception provided to the lowest responsive and responsible bidder who did not meet or exceed the M/WBE subcontractor goals on a specific project/contract but who satisfactory provided Good Faith Efforts documentation.

*Woman Business Enterprise (“WBE”):* means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is owned and controlled by one or more non-minority women.

### **Sec. 1-10-136. Application**

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures, and purchases commenced by the City of Augusta, except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the City Commission.

### **Sec. 1-10-137. Race and Gender-Neutral Elements**

#### Departmental Purchasing Forecasts

City Departments shall annually submit a forecast of contracts anticipated to be awarded in the ensuing fiscal year. Specifically, each Department shall designate a staff member to serve as a liaison to the Director of Compliance, and such departmental liaison shall be responsible for identifying for/with the Director of Compliance upcoming procurement opportunities, with the anticipated work categories (or commodity codes) involved, the scope of the services or goods, and the estimated cost for each project. The Director of Compliance (or its designee) shall email a copy of these departmental forecasts to all M/WBEs that are registered with the City as of the close of the previous fiscal year, so that they will be aware of upcoming opportunities to contract with the City and/or they can coordinate with potential prime contractors in preparation for bids or proposals. The forecasts shall also be posted on the City website and disseminated via social media.

City Departments shall quarterly submit a report which includes all revisions and updates to the annual forecast of contracts discussed herein.



## **Sec. 1-10-138. Race and Gender-Conscious Elements**

### Annual Aspirational Goals

Annual Aspirational Goals for M/WBE participation in City contracts in the categories of Construction, Architecture & Engineering, Professional Services, Other Services, and Goods (prime and subcontract dollars combined) are hereby established and are initially based upon the MBE and WBE availability by industry / commodity in accordance with the findings of the 2022 Disparity Study. These Goals shall be adjusted annually based on updated availability data.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the Director of minority and small business opportunities in increasing M/WBE participation on an annual basis, and to gauge the need for future adjustments to the mix and aggressiveness of remedies and program elements being applied pursuant to this policy.

Annual Aspirational Goals may be included only in those City solicitations that do not contain contract-by-contract goal setting for specific M/WBE subcontractor goals and when included, shall be advisory only.

The City encourages maximum practicable opportunity(ies) for successful participation of MBE and WBE subcontracts. Bidders therefore agree to seek meaningful subcontracting opportunities with MBE and WBE firms. The City also requires a written plan for including MBE and WBE firms, which becomes a material part of the contract. The Bidder's plan must be responsive in the opinion of the City – evidencing a meaningful and successful search and commitments to include MBE and WBE firms for subcontracting work. The City reserves the right to improve the plan in consultation with the winning Bidder before contract execution.

Bidders should use selection methods and strategies sufficiently effective for successful MBE and WBE participation, including but not limited to:

- Forming an outreach strategy for meeting M/WBE aspirational goals
- Building an internal subcontractor connection and project team
- Strengthening business relationships with potential M/WBE subcontractors
- Improving the lines of communication
- Establishing business development support activities for M/WBE firms
- Developing approaches to resolving disputes
- Creating avenues to build capacity, including possible mentorship opportunities

At the City's request, Bidders must furnish evidence such as copies of agreements with MBE and/or WBE subcontractors either before contract execution or during contract performance. The winning Bidder must request written approval for changes to its inclusion plan once it is agreed upon. This includes changes to goals, subcontractor awards, and inclusion efforts.



### Contract-by-Contract Subcontractor Goals

The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract. Within the above specific work categories, such goals will only be set to include the M/WBE groups/categories for which significant underutilization was demonstrated in the 2022 Disparity Study.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

All subcontracting goals authorized under this policy are intended to be established by the GSC and implemented only on a contract-by-contract basis. It is intended that such goal-setting will be based upon careful analysis of the availability of commercially useful subcontracting opportunities within a given contract and the relative availability of M/WBE firms to perform required tasks on such subcontract opportunities. Contract-by-contract goal-setting shall be based upon reasonably reliable M/WBE subcontractor availability data. Compliance with contract-specific subcontracting goals shall also require compliance with Good Faith Efforts as established herein.

The GSC shall not establish a subcontracting goal for a contract where there are no subcontracting opportunities identified for the contract or there are no MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the GSC regards as realistic opportunities for subcontracting. Accordingly, in establishing Subcontracting Goals, the GSC shall:

- Review in advance proposed contract bid specifications to ensure that they are not unnecessarily restrictive and do not adversely affect the ability of M/WBE firms to competitively bid;
- Formulate, recommend to the Director of Compliance or its designee, then implement additional rules and procedures for M/WBE subcontracting goal-setting and other aspects of its duties in selecting and applying specific program elements to contracts with the City in an efficient and effective manner; and
- Monitor and support the implementation of the contract-by-contract goals aspect of the MWBE program.

### Goal Setting Committee

The Goal Setting Committee (GSC) is to be chaired by the Director of Compliance or its designee. The GSC shall include, at a minimum, the Director of Compliance or its designee, the Deputy Administrator or its designee, and the Director/Head of the originating department(s) or



its designee. Any of these committee members may, on an as-needed basis, also designate a subject matter expert to participate in the goal setting for the particular contract(s) at issue.

The GSC establishes contract-by-contract subcontracting goals based upon work categories (or commodity codes), vendor availability, and contract-specific characteristics.

At a minimum, the GSC shall:

- Meet as often as it deems necessary to accomplish its duties as outlined in this policy, but not less than once monthly;
- Review in advance proposed contract bid specifications to ensure that they are not unnecessarily restrictive and do not adversely affect the ability of M/WBE firms to competitively bid without adequate business justification;
- Formulate, recommend to the Commission (or its designee), and implement additional rules and procedures for goal-setting and other aspects of its duties in selecting and applying specific program elements to City contracts in an efficient and effective manner; and
- Support the implementation and efforts of the goals program.

#### Program Waiver Process

Should the GSC determine after consideration of all relevant documents and other information that there are no subcontracting opportunities identified for a particular contract or there are no MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the GSC regards as realistic opportunities for subcontracting, no subcontracting goal shall be assigned to such contract and a Program Waiver notification shall be issued by the GSC.

#### Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE. In making this determination, the Director of Compliance will consider, at a minimum, the Bidder's efforts to do the following:

a) Solicit through at least two reasonable, available, and verifiable means MBEs/WBEs who have the capability to perform the Contract work. The Bidder must solicit this interest providing a minimum of five (5) days' notice to allow the MBEs/WBEs to respond to the



solicitation. The Bidder must take appropriate steps to follow up initial solicitations with interested MBEs/WBEs.

b) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the Contract, including addenda, in a timely manner to assist them in responding to a solicitation.

c) Negotiate in good faith with interested MBEs/WBEs that have submitted bids or quotes to the bidder. An MBE/WBE that has submitted a bid or quote to a bidder but has not been contacted within five (5) business days of submission of the bid or quote may contact the Director of Compliance to request a meeting with the bidder. The Director of Compliance will schedule a meeting between the MBE/WBE and the bidder to facilitate negotiation.

d) Not reject MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's/WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejecting or not soliciting bids to meet the goals.

e) Make economically feasible portions of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE Subcontractors and suppliers, to facilitate meeting the goals.

3. Bid shopping is prohibited. Written documentation of negotiation may include the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

4. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the goals, as long as such costs are reasonable.

5. Bidders are not required to accept higher quotes in order to meet goals.

6. The following factors may also be considered by the Director of Compliance in determining that a Bidder has made GFEs. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

a) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or Contractor.

b) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

c) Whether the bidder sought guidance from the Director of Compliance on any questions regarding compliance with this program.



d) The performance of other bidders in meeting the goals. For example, when other bidders meet the goals, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful bidder could have met the goals. Similarly, if the apparent successful bidder fails to meet the goals but meets or exceeds the average MBE/WBE participation obtained by other Bidders, this may be evidence that the apparent successful Bidder made GFEs.

7. In the event the applicable goal(s) have not been achieved, then the Director of Compliance shall evaluate the bidder's GFE to achieve those goals as documented in the compliance plan based on the criteria established herein. The Director of Compliance may request clarification in writing of items listed in the compliance plan, provided such clarification is minor and shall not include the opportunity to alter or add to listed MBE/WBE participation or GFEs.

8. If the Director of Compliance finds that a bidder did not make sufficient GFEs, his or her findings shall be communicated to the Director of Procurement, recommending that the Bid/Proposal be rejected based on failure to comply with the GFEs requirements. The Director of Compliance may reject the Bid/Proposal as not in compliance with this provision or may advise the Director of Procurement of additional considerations which may form the basis for accepting the Bid/Proposal as being in the best overall interest of the City.

9. If the Director of Compliance finds that the Bid/Proposal does not comply with the GFEs requirements, a bidder may request a protest hearing. The Board of Commissioners has the authority to make the final decision.

## **Sec. 1-10-139. Compliance Good Faith Efforts Protests**

### **Authority to Resolve Protested Solicitations and Awards**

- a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Compliance Director.
- b) *Authority to Resolve Protests.* The Director of Compliance and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- c) *Decision of Director of Compliance.* If the protest is not resolved by mutual agreement, the Compliance Director shall issue a decision in writing regarding the protest. The decision shall:
  - 1. state the reasons for the action taken; and
  - 2. inform the protester of its right to administrative review as provided in this Article.
- d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.



- e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with **Article 9 of this code.**
- f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-140 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

### **Sec. 1-10-140. Filing of Protest**

- (a) Protests shall be made in writing to the Director of Compliance and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Compliance Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest with the Compliance Department when it is concerning good faith efforts.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
  1. the name and address of the protestor;
  2. appropriate identification of the procurement, and, if a contract has been awarded, its number;
  3. a statement of reasons for the protest; and
  4. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Compliance Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Compliance Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Compliance Director shall upon written request make available to any interested party information submitted that bears on the



substance of the protest except where information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted and indicating on the front page of each document that it contains such information.

#### **Sec. 1-10-141. Decision by the Director of Compliance**

*Time for Decisions.* A written decision on a protest concerning good faith efforts shall be made by the Compliance Director within ten (10) business days after receiving all relevant, requested information.

#### **Sec. 1-10-142. Appeals**

Appeal of a decision of the Director of Compliance may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

#### **Sec. 1-10-143. Time for Filing Appeal**

Appeals of a decision of the Director of Compliance shall be filed in the Compliance Department not later than five (5) business days after receipt of such decision concerning good faith efforts.

#### **Sec. 1-10-144. Request for Hearing and Effect of Untimely Appeal**

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Compliance Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Compliance Director's decision is considered final, and the award of eligibility shall proceed.

#### **Sec. 1-10-145. Notice of Hearing**

If a timely appeal is filed by the protestor, the Director of Compliance shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

#### **Sec. 1-10-146. Administrative Services Committee Hearing Procedures and Effect of Failure to Appear at Hearing (Ordinance 7439 - Approved 11-19-13)**



- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Director of Compliance and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.

- (c) Procedure to Speak to Full Commission Regarding Protest.

**A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing.** Such request shall be provided to the Clerk of Commission with a copy to be provided to the Director of Compliance. When the protest is heard by the Commission, the protestor and the Director of Compliance shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Director of Compliance decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

#### **Sec. 1-10-147. Authority of Administrator to Participate in Procurement Matters.**

The Augusta, Georgia Administrator has the authority to:



- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Director of Compliance, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-139(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

#### **Sec. 1-10- 148. Hearing Procedures**

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Director of Compliance shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.
2. Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

#### **Sec. 1-10-149. Determination of Commission; final decision**

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

#### **Sec. 1-10-150. Mentor-Protégé Initiative**

The Mentor-Protégé Initiative is established to grow capacity and to foster sustainable business development for M/WBE firms. The initiative connects more-established and successful prime firms and managers with less-established M/WBE firms to provide management guidance and training.

Based upon the scope of work and market availability, the Director of Compliance or designee shall determine on a project-by-project basis on eligible projects for M/WBEs whether a mentor-protégé relationship shall be required for such contract. On such contracts no bid shall be accepted unless submitted by a mentor-protégé team.

##### *Eligibility*

Firms seeking to bid or participate on a designated Mentor-Protégé contract shall apply for consideration with the Director of Compliance, referencing the City contract at issue. Proposed



Mentor firms must have at least five (5) years of experience in the relevant industry category; proposed Protégé firms must have at least (2) years of experience in the relevant industry category.

### *Team Matching*

Mentor-Protégé teams will be matched by the Mentor-Protégé Committee (Committee), discussed below, with each match recommendation to be submitted to the Director of Compliance for further consideration. Among the considerations for the team matching process, the Committee will make efforts to create mentor and protégé teams with members with different race ownership, different gender ownership, or both. M/WBE members of the mentor-protégé team must be certified as such, and the mentor-protégé team shall include in its bid submittal the certification proof for each M/WBE team member.

### *Mentor-Protégé Agreements and Processes*

Contract awards to Mentor-Protégé teams shall be limited to one (1) year, with a discretionary option for the City to extend the contract an additional one (1) year where the contracted work remains to be completed.

Once matched pursuant to this section, a written mentor-protégé agreement must be completed by both parties to the mentor-protégé relationship which clearly delineates the rights and responsibilities of the mentor and protégé, complies with any requirements set forth in bid documents or otherwise, and provides that the mentor-protégé relationship shall continue for, at a minimum, the duration of the project.

Written mentor-protégé team plans outlining the expectations and responsibilities of each team member must be submitted to the Director of Compliance for approval prior to execution of a contract with the City.

Mentors shall provide guidance and training in such areas as office procedures, estimating and bidding, bookkeeping and accounting, management of funds, project management, supplier relationships, bonding and insurance, and related matters.

During the term of the contract the mentor and protégé businesses must each provide to the Director of Compliance a quarterly summary of the mentor skills provided to the protégé, which shall include:

1. The time spent between mentor and protégé businesses in furtherance of the mentor-protégé relationship;
2. The nature and extent of managerial, technical, financial and/or bonding assistance provided;
3. A summary and explanation of any projects bid on or undertaken by the mentor-protégé team in the private sector or for a governmental entity other than the city; and



4. Any additional or further information required by the Director of Compliance as set forth in bid documents or otherwise.

#### The Mentor-Protégé Committee

A Mentor-Protégé Committee shall be created to assist with administration of the City's Mentor-Protégé Initiative. The Committee shall be comprised of nine (7) members, and shall include the following:

*City Government Members (3)*

Director of Compliance

Public Utilities

Engineering

*Trade Groups (2)*

*Community Organizations (2)*

#### **Sec. 1-10-151. M/WBE Certification Procedures**

- (a) *Certification Criteria; Acceptance of Certification by Other Governmental Agencies.* Certification is the qualifying process that ensures that a particular business is an M/WBE, consistent with the factors and standards established by the Compliance Department. Certification assures that interested M/WBEs have the proper ownership, control, and management. Eligibility requirements for certification are:

1. Applicant(s) must be a member of a qualifying minority group as defined by the United States Small Business Administration under 13 C.F.R. 124.103 and the United States Equal Employment Opportunity Commission, and includes African Americans, Hispanic Americans, Asian Americans, Native Americans **or;**
2. Applicant(s) firm must be one that is owned and controlled by one or more non-minority women.
3. Applicant(s) must demonstrate ownership and control. An eligible minority-owned business shall be a for-profit enterprise that is at least 51 percent or more owned and controlled by one or more minority persons. An eligible woman-owned business shall be a for-profit enterprise that is 51 percent or more owned and controlled by one or more non-minority women.
4. Applicant(s) must be a citizen or lawfully admitted permanent resident of the United States.



5. Applicant firm must have its principal place of business located within the geographic limits of the Augusta MSA (i.e., Burke, Columbia, Lincoln, McDuffie, Richmond Counties, GA and Aiken and Edgefield Counties, SC) and the Atlanta MSA (i.e., Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Newton, Paulding, and Rockdale, Counties, GA) as set forth in the 2022 Disparity Study.
6. Applicant(s) must obtain the M/WBE application from the Compliance Department and must qualify as a M/WBE, as the term is defined in this Article as to principal place of business, gross annual receipts and personal net worth thresholds. The completed application and supporting documentation must be submitted to the Compliance Department or may be completed online via the B2Gnow Diversity Compliance Management System.
7. The personal net worth of any owner of the M/WBE firm cannot exceed the personal net worth of an “economically disadvantaged” person as measured by the applicable federal standards. No individual owner of an applicant firm may have a Personal Net Worth that exceeds \$1,250,000.
8. To be an eligible M/WBE, a firm (including its affiliates) must be an existing small business, as defined by the Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform on City of Augusta contracts.
9. M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia certifies the business into the M/WBE Program with annual updates beginning on the 1<sup>st</sup> and 2<sup>nd</sup> year anniversary of certification, and recertification on the 3<sup>rd</sup> year.
10. The City of Augusta accepts certifications from other bona fide certifying agencies or organizations (called “reciprocal certification”) in the relevant geographic market, as described below:
  - i. A minority or woman owned business certified in the Department of Administrative Services Minority Business Enterprise (MBE) program.
  - ii. A minority or woman owned business certified in the State of Georgia Department of Transportation (GDOT) Disadvantaged Business Enterprise (DBE) program.



- iii. A minority or woman owned business certified in the State of Georgia Department of Transportation (GDOT) Small Business Enterprise (SBE) program.
  - iv. A minority or woman owned business certified in the City of Atlanta Equal Business Opportunity (EBO) program.
  - v. A minority or woman owned business certified in the Fulton County, GA Minority Female Business Enterprise (MFBE) program.
  - vi. A minority or woman owned business certified in the Clayton County, GA Minority and Woman Business Enterprise (MWBE) program.
  - vii. A minority or woman owned business certified in the State of South Carolina Department of Transportation (SCDOT) Disadvantaged Business Enterprise (DBE) program.
  - viii. A minority or woman owned business certified in the State of South Carolina Department of Transportation (GDOT) Small Business Enterprise (SBE) program.
  - ix. A minority owned or small business certified in the State of South Carolina Division of Small and Minority Business Contracting and Certification (SMBCC) program.
  - x. Any other bona fide M/WBE or SBE certifying agencies or organizations in the relevant geographic market.
- (b) *Affidavit of No Change.* M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia registers the business into the M/WBE Program. On the 1<sup>st</sup> and 2<sup>nd</sup> year anniversary of certification, the M/WBE must provide a completed Affidavit of No Change and evidence of continuing eligibility. Upon review and determination of continued eligibility the M/WBE will remain certified with the City.
- (c) *Renewal of Certification.* M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia registers the business into the LSBP. Sixty (60) days prior to the expiration of the certification of the M/WBE, the M/WBE must recertify by submitting a recertification application and evidence of continuing eligibility. Upon review and determination of continued eligibility, the M/WBE firm will be recertified for an additional three years.



It is the responsibility of the M/WBE to notify the Director of Compliance of any change(s) in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's decertification and preclusion from future participation in the M/WBE Program.

(d) *Graduation.* A minority or woman owned business graduates from, and is therefore ineligible for, the M/WBE Contract-by-Contract Subcontracting Goals program if any one of the following occurs:

1. The M/WBE firm's three-year (3) average of gross receipts exceeds the applicable SBA size standards set forth in 13 C.F.R. Part 121;
2. The personal net worth of any owner of the M/WBE firm exceeds the personal net worth of an "economically disadvantaged" person as measured by the applicable federal standards.
3. The M/WBE firm has participated in the M/WBE Program for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

(e) *Limitations.* Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a certified M/WBE is no longer eligible to participate in the M/WBE Program after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the M/WBE thresholds, it will still be eligible to receive contracts from Augusta.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other minority-owned and women-owned businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or certification as a minority-owned or woman-owned business in the M/WBE Program shall not preclude a certified firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

## **Sec. 1-10-152. Duties for the Operation of the M/WBE Program**

### General Duties



The Director of Compliance shall manage and monitor the City's utilization of M/WBEs. Specifically, the Director of Compliance shall: (1) adopt rules and procedures to implement the M/WBE Program, (2) create, maintain, and distribute the directory of certified M/WBEs, (3) regularly review the progress of each city department, office, and agency's achievement of the M/WBE goals, (4) ensure that city bids and proposals adhere to the procurement procedures contained herein, (5) monitor all prime contracts with M/WBE goals throughout the duration of the contract to ensure that all efforts are made to comply with goals, and (6) produce an annual M/WBE Utilization Report. The Compliance Department shall be adequately staffed with personnel who have the requisite skills, knowledge, and ability to implement the M/WBE Program objectives and responsibilities. The Compliance Department shall collaborate with the Procurement Director to adopt rules and procedures to implement the M/WBE program.

### Specific Duties

#### *Director of Compliance*

The Director of Compliance leads and directs the day-to-day operations of the Department with primary responsibility for ADA, DBE (M/WBE & LSBP), and EEO Programs and services.

Specific to the M/WBE Program, the Director performs the following:

- Reports to and works with the Mayor, Commission, Administrator, Directors, and Employees in order to develop the ADA, DBE, EEO, M/WBE, and LSBP Programs.
- Develops and recommends program objectives.
- Supervises staff performing in the five core areas of focus for the office of Compliance.
- Provides oversight for compliance reviews in accordance with the relevant local, state, and federal policies and regulations.
- Directs the overall planning, operation and management of all the Department's programs, services and assigned resources.
- Conducts workshops and outreach within and outside the organization, including employee and management orientations, internal training sessions, and vendor workshops.
- Conducts compliance audits and investigations.
- Receives and reviews allegations of unfair employment practices and makes appropriate recommendations.
- Collaborates and communicates with the various City departments to ensure maximum outreach M/WBEs.
- Monitors and enforces the City's plan for equal opportunity in employment, promotion, recognition, etc. and ensures that each person regardless of race, color, gender, sexual orientation, pregnancy status, marital status, genetic information, national origin, age,



religion, disability, and veteran's status as an equal opportunity for employment and promotion.

- Collects and analyzes data sufficient to produce monthly, quarterly, and annual reports for the M/WBE Program.
- Works with the Capital Projects, Procurement, and other relevant functions to set contracting goals for each project over \$300,000 to include those with subcontracting and/or supplier possibilities.
- Interfaces with other City departments, Federal, State, and other local governmental agencies, citizens, businesses, legal, and organizations regarding the M/WBE Program and related EEO considerations.
- Maintains the M/WBE bidder's list for the City, and other contracts as required by the M/WBE Program.

#### *DBE Compliance Manager*

The DBE Compliance Manager performs highly responsible administration for monitoring and enforcing the City's plan for ensuring equal opportunity in contract administration. The Manager is tasked with encouraging and attaining increased involvement of Disadvantaged Business Enterprises (DBE), Minority and Woman Owned Businesses (M/WBE) and Local Small Business (LSB) programs in the City of Augusta Procurement process. In these general duties, the Manager works with the Mayor and Commissioners, Administrator, Deputy Administrators, Procurement and other department heads, management, attorneys, employees, and the media and general community.

Specific to the M/WBE Program, the Manager performs the following:

- Establishes, develops, administers, and implements criteria, procedures, and related forms for the M/WBE Program.
- Evaluates the feasibility of accepting certifications for (M/WBE & LSBP) from other governmental entities or industry groups, within or outside the Program Area ("reciprocal certification").
- Verifies and approves M/WBE (and LSBP) certification/denial status.
- Assists in organizing and conducting M/WBE certification workshops to assist potential applicants with the process.
- Reviews bids that provide a goal for M/WBE participation and recommends a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.
- Assist in investigating and evaluating Good Faith Efforts.



- Assists in assessing or evaluating M/WBE availability and capacity for specific scopes of work, including for the purposes of goal setting.
- Strategizes and implements capacity building assistance for M/WBEs, including in association with non-governmental third parties (e.g., industry groups, local Chambers of Commerce, community partners, anchor institutions).
- Assists in organizing and conducting M/WBE business development workshops to assist certified and non-certified firms with various business development topics.
- Assists in implementing the Mentor-Protégé policy, including designation of contracts for inclusion in policy, team matching, evaluation of agreements, and monitoring compliance with all aspects of the policy.
- Assist in tracking participation by M/WBEs on City contracts.
- Oversees and assists in required reporting of M/WBE utilization on City contracts.
- Prepares periodic M/WBE data reports for internal and external use.
- Assist in evaluating Commercially Useful Function of M/WBEs in bidding and post-bidding processes.
- Monitors compliance by vendors with respect to contracts, bid submissions, payments, and other post-award activities as related to M/WBE firms.
- Works with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for M/WBEs to participate in City contracts.
- Maintains M/WBE bidder's list for the City, and other contracts as required by the M/WBE Ordinance.

#### Authority to Monitor

The Compliance Department shall be authorized to collect from all Participants such data and information as is necessary to monitor the M/WBE Program. This information may include information regarding business ownership, supplier information, subcontractor information, all of which shall reflect the race, ethnic origin, gender, and business location of the identified businesses. The Compliance Department shall continuously monitor the participation of M/WBEs in the procurement of all industry categories for the City. Such monitoring shall include, without limitation, a statistical analysis of each construction trade, professional service, and other service to determine whether there is utilization of M/WBEs in a manner that is proportionate to the identified Availability range.

#### Duty to Report



The Compliance Department shall submit an annual report to the Commission regarding the effectiveness of the M/WBE Program. Such report shall include, without limitation, a summary of the purchases, contracts, and subcontracts placed with M/WBEs for the period and the relative percentage to the total of purchases and contracts for that period. The report shall also emphasize quantity and quality of M/WBE involvement by dollar volume. The report shall specify the race, national origin, and gender with each category reported separately. Payments made to non-certified M/WBEs shall be included as a separate set of figures for purposes of tabulating the total contract dollars going to M/WBEs. The report shall include an analysis of the percentage for the reporting period of M/WBE awards of the total awards for each M/WBE category and work/industry category and the percentage of Availability of M/WBEs in the Program Area for each M/WBE category and industry category.

The Compliance Department shall also submit annual reports to the Commission providing M/WBE utilization figures or estimates for each industry category. The utilization data provided in these reports shall be used to compare program outcomes to the Availability figures set forth in the most recent disparity study (and the aspirational goals set based on the study) and may be used to assist in the establishment of the contract-by-contract/project-by-project MBE and WBE Contract-by-Contract Subcontractor Goals discussed herein.

#### Authority to Investigate Discriminatory Practices, Non-Compliance, and Eligibility

Should a Bidder or Participant submit a written complaint of discrimination, the Compliance Department is authorized to investigate the complaint. An investigation may also be initiated based solely on a finding of a significant statistical disparity from the Annual Aspirational Goal or contract/project goal(s), as detailed herein. The details of any investigation, including findings, shall be recorded and maintained by the Compliance Department.

Upon the submission of a written sworn complaint of noncompliance, the Director of Compliance (or staff) may conduct an on-site inspection or desk audit of the project to determine whether the prime contractor has been utilizing the subcontractor in accordance with the contractual agreement for services.

The Compliance Department also has the authority to evaluate and/or investigate eligibility for inclusion in the M/WBE Program.

#### **Sec. 1-10-153. Sanctions and Penalties for Noncompliance**

The Director of Compliance shall recommend appropriate mechanisms to enforce the provisions of the M/WBE Program to the Commission, including but not limited to withholding of progress payments for non-compliance. Further, the failure of a Bidder or Participant to comply with the requirements of the M/WBE Program may be considered a material breach of Participant's agreement with the City and may be grounds for suspension or debarment.

#### Standards for Sanctions/Penalties.



Sanctions shall not be imposed unless there is evidence of specific conduct on the part of Participant that is inconsistent with or in direct contravention of the applicable provisions of this Program. In determining appropriate sanctions, the Director of Compliance and the Procurement Director, in consultation with the Commission, shall consider the following factors:

1. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Participant of the duties imposed on them by this Program
2. The number of specific incidences of failure by the Participant to comply;
3. Whether the Participant has been previously suspended;
4. Whether the Participant has failed or refused to provide the Compliance Department with any information required or requested by this Program;
5. Whether the Participant has materially misrepresented any applicable facts in any filing or communication to the Compliance Department; and
6. Whether the Participant has subsequently restructured or taken other action to cure the deficiencies in meeting applicable requirements.

#### Sanctions Process.

Upon a determination by the Director of Compliance that a Participant has not fully and faithfully complied with the provisions of the M/WBE Program, in addition to any other remedies as may be available to the City under the relevant contract at law or in equity, the Compliance Department may, in its sole discretion, deduct from any scheduled or final payment due to the Participant the difference – calculated in dollars – between the agreed-upon MBW/WBE participation goal and the actual MBE/WBE goal(s) achieved by the Participant. In the event the Participant is able to adequately demonstrate and document good faith efforts to achieve initial compliance and/or perform as initially agreed-upon with regard to MBE/WBE participation, then the Participant shall not be liable for such sanctions/damages.

#### **Sec. 1-10-154. Exceptions**

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

#### **Sec. 1-10-155. Sunset / Renewal**



Beginning no later than August 1, 2027, and every five years thereafter, the City shall issue a Request For Proposals (RFP) to undertake a comprehensive update of the full disparity study, and upon completion of each disparity study, present disparity study results to the City, and following official review and a public comment period regarding those study findings and recommendations, the City shall consider any proposed modifications to, or sunset of, the M/WBE Program.

#### **Sec. 1-10-156. Severability Clause**

If any of the provisions set forth in this Chapter, or any section, subsection, paragraph, sentence, clause, phrase, or word thereof shall be found to be invalid, illegal or unenforceable for any reason, the application of the remainder of this Chapter shall not be affected by such invalidity.

#### **Sec. 1-10-157. Application**

The amendments set forth in this Chapter shall not apply to any contract entered into and executed by the City, or any formal solicitation issued, prior to the effective date of the ordinance.

#### **Sec. 1-10-158. Citizens Small Business Advisory Board**

A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and the Director of Compliance on matters related to this ordinance, and to meet with minority owned and women owned small businesses, to review and provide input as to the issues in program administration. *See Consolidation Act § 14(d)*. Members are appointed by the Mayor, Commission and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.

#### **Sec. 1-10-159 through Sec. 1-10-999. Reserved.**



## Chapter 10B

### LOCAL SMALL BUSINESS PROGRAM

#### **Sec. 1-10-122. Title.**

Augusta, Georgia Local Small Business Program (“LSBP”).

#### **Sec. 1-10-123. Objective.**

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which Local Small Business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia. The LSBP is a race and gender-neutral program intended to provide Local Small Businesses opportunities to perform as Prime Contractors on City contracts, provide encouragement for bidders to incorporate the use of Local Small Businesses as commercially useful Subcontractors, and promote balanced economic and community growth throughout Augusta, Georgia.

#### **Sec. 1-10-124. Policy, intent and purpose.**

- (a) *Policy.* It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that Local Small Business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined, as a means to ensure full economic participation by small local businesses, that a mechanism for developing, approving and implementing a LSBP is required.

Augusta, Georgia has established the LSBP to promote opportunities for registered Local Small Businesses to participate in Augusta, Georgia’s contracting and procurement activities by providing opportunities for Local Small Businesses to perform as Prime Contractors on certain City contracts and by encouraging contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.

- (b) *Intent and Purpose.* The Augusta, Georgia Local Small Business Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia’s contracting and procurement activities. In a race and gender-neutral manner, the Program will promote fair and equal opportunities for all Local Small Businesses. It is specifically intended that the encouragement of Local Small Businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.
- (1) It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia’s contracting and procurement, to increase utilization of Local Small Businesses in City procurement, and to increase capacity of Local Small Businesses to compete for City contracts.



- (2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation.
- (3) It is also the intent and purpose of the LSBP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

**Sec. 1-10-125. Definitions.**

- (a) *Generally.* Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.
- (b) *Specifically.*
  - (1) *Commercially Useful Function.* For the purpose of determining whether a registered Local Small Business is performing a commercially useful function, the Director of Minority and Small Business Opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:
    - (i) A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
    - (ii) To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
    - (iii) A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of Minority and Small Business Opportunities will examine similar transactions, particularly those in which Local Small Businesses do not participate.
  - (2) *Director of Minority and Small Business Opportunities.* The person designated by the Commission “to serve as equal employment opportunity director and as Director of Minority and Small Business Opportunities” in accordance with § 14(c) of the Consolidation Act.
  - (3) *Gross Receipts.* Total income or, in the case of sole proprietorship gross income, plus “cost of goods sold” as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form



1040, Schedule F for farm or Schedule C for sole proprietorships.

- (4) *Local Small Business.* A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.
- (5) *Non-Discrimination Statement.* Written affirmation made by a bidder relating to the bidder's conduct prior to submission of a bid as well as after award of a contract that the bidder agrees to:
  - (i) Follow the policies of Augusta, Georgia relating to the participation of Local Small Businesses.
  - (ii) Undertake certain measures to ensure the maximum practicable participation by Local Small Businesses; and
  - (iii) Not engage in discriminatory conduct against Local Small Businesses inconsistent with this Policy.
- (6) *Personal Net Worth.* Net value of the assets of an individual owner, after total liabilities are deducted must not exceed one million, two hundred and fifty thousand dollars (\$1,250,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.
- (7) *Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents.
- (8) *Registered Local Small Business.* Any business entity registered by the Director of Minority and Small Business Opportunities, providing goods or services, which has its principal office and place of doing business in Richmond County, Georgia; with three (3) year average gross annual receipts being not more than two and one half million dollars (\$2,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy-five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.

#### **Sec. 1-10-126. Application; effective date.**

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures, and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this



ordinance shall be the date it is approved by the Augusta, Georgia Commission.

**Sec. 1-10-127. Program administration.**

- (a) *Services to be provided by the Local Small Business Program.* The Director of Minority and Small Business Opportunities shall have the primary responsibility to assure that the LSBP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBP.
- (b) *Program.* The LSBP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:
  - (1) Developing and administering Local Small Business registration criteria and procedures.
  - (2) Establishing and maintaining a directory available to the public of registered Local Small Businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.
  - (3) Regularly seeking out and registering new Local Small Businesses to bid on Augusta, Georgia purchases and solicitations.
  - (4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the Director of Minority and Small Business Opportunities within five (5) days of receipt of such notice.
  - (5) Developing annual forecasts and periodically updating the same based on a review of anticipated purchases and registered Local Small Businesses.
  - (6) Monitoring and reporting on legislative and judicial actions relevant to Local Small Business interests.
  - (7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered Local Small Businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.
  - (8) Convening and/or participating in information sessions with Local Small Businesses regarding bid requirements and contract performance.
  - (9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by Local Small Businesses.
  - (10) Exploring and developing other means of expanding the program and attracting and



increasing Local Small Business participation including joint efforts with other governmental agencies and authorities.

- (11) Refer Local Small Businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.
- (12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBP.
- (13) Preparing and presenting an annual LSBP report to the Augusta, Georgia Commission.
- (14) Assist prime contractors and other potential bidders in identifying and contacting Local Small Businesses.
- (15) Develop outreach programs specifically targeted to educate Local Small Businesses about the LSBP.
- (16) The Director of Minority and Small Business Opportunities shall work with User Departments to determine the LSBP eligibility for each project between \$101,000 and \$300,000 to include those with subcontracting and/or supplier possibilities. The Director of Minority and Small Business Opportunities and User Departments shall have the authority to reduce or eliminate the LSBP eligibility on a project based on the type of contract, the type of subcontracting work that will be required, and the availability of Local Small Businesses.
- (17) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBP.
- (18) Work with project managers and/or User Departments to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for Local Small Businesses to participate in contracts let by Augusta, Georgia.
- (19) Provide data and technical assistance to support the outreach efforts of the LSBP as necessary and appropriate.
- (20) Ensure specifications are open and competitive.
- (21) The Director of Minority and Small Business Opportunities, the User Department and the Finance Director, may make special provision for progress payments as deemed reasonable to assist Local Small Businesses to carry out the terms of a contract.
- (22) When a Local Small Business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the Local Small Business in negotiating lines of credit with lending institutions.



- (c) *Evaluation of the Local Small Business Program.* The LSBP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of Minority and Small Business Opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:
- (1) Number of Local Small Business firms registered;
  - (2) Training and technical assistance offered to Local Small Businesses;
  - (3) Dissemination of LSBP information at pre-bid conferences; and
  - (4) Evaluation of the effectiveness of the Local Small Business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of Local Small Businesses on contracts.

**Sec. 1-10-128. Registration and certification procedures.**

- (a) *Registration Criteria; acceptance of certification by other governmental agencies.* The LSBP requires prior registration or evidence of current certification by other governmental agencies Local Small Business Program. Eligibility requirements for registration are:
- (1) Certification as to small business status may be accepted from other local governmental, state, or federal agencies that apply criteria substantially similar to that imposed by this ordinance.
  - (2) Applicant firm must complete an appropriate application form obtained from the Director of Minority and Small Business Opportunities and must qualify as a Local Small Business, as the term is defined in this Article as to principal place of business, gross annual receipts, and personal net worth thresholds.
  - (3) Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial work function, shall not be deemed to be a significant local presence sufficient to qualify as a Local Small Business.
  - (4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBP registration application;
  - (5) The firm's three (3) year average annual gross receipts, as defined herein, must not exceed two and one half million (\$2,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.
  - (6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;
  - (7) Applicant firm must be a business, including a sole proprietorship, partnership,



corporations, limited liability company, or any other business or professional entity:

- (i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and
  - (ii) in the case of a publicly-owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.
- (8) No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds \$1,250,000, as that term is defined in this Article.
- (9) No Local Small Business shall be registered on the basis of the race or gender of its ownership regime.
- (b) *Affidavit of No Change.* Local Small Business registration is valid for a three-year period beginning on the date Augusta, Georgia registers the business into the LSBP. On the 1<sup>st</sup> year anniversary of registration, the Local Small Business must provide a completed Affidavit of No Change and evidence of continuing eligibility. Upon review and determination of continued eligibility the Local Small Business will remain registered with the City for an additional two years.
- (c) *Renewal of Registration.* Local Small Business registration is valid for a three-year period beginning on the date Augusta, Georgia registers the business into the LSBP. Sixty (60) days prior to the expiration of the registration of the Local Small Business, the Local Small Business must reapply by submitting a renewal application and evidence of continuing eligibility. Upon review and determination of continued eligibility, the Local Small Business will be renewed for an additional three years.

It is the responsibility of the Local Small Business to notify the Director of Minority and Small Business Opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBP;

- (1) A Local Small Business that no longer meets registration criteria shall not be re-registered by the Director of Minority and Small Business Opportunities;
- (2) Firms that have been denied registration or re-registration may protest the denial as follows:
  - (i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the Director of Minority and Small Business Opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.



- (ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.
  - (iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.
  - (iv) A firm found to be ineligible cannot apply for registration or re- registration for a period of one year after the effective date of the final decision.
- (d) *Limitations.* Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered Local Small Business is no longer eligible to participate in the LSBP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBP thresholds, it will still be eligible to receive contracts from Augusta.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or registration as a Local Small Business in the LSBP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

- (e) *Graduation.* Augusta, Georgia shall graduate a Local Small Business from eligibility in the LSBP if any one of the following occurs:
- (1) The Local Small Business' gross revenues in each of the previous consecutive three (3) years exceed an average of \$2.5 million;
  - (2) The net worth of any owner of a Local Small Business exceeds an average of \$1,250,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the Local Small Business; or
  - (3) The Local Small Business has participated in the LSBP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

#### **Sec. 1-10-129. Local Small Business program.**

- (a) Projects in certain dollar thresholds may be made available for Bid/award only to Local Small Businesses (LSBs) under the LSBP. The designation of the projects as eligible is a discretionary



decision by the Director of Minority and Small Business Opportunities, in consultation with the User Department, and is based primarily on confirmation of availability -- i.e., there is a reasonable expectation that there will be at least three (3) responsible and responsive bids by certified LSBs and that the award will be made at a fair market price/value.

The purpose of this policy is to increase opportunities for LSBs to perform as Prime Contractors on City projects/contracts, growing capacity and gaining valuable experience. Therefore, LSBs must commit to self-performing a significant percentage of the contracted work (a minimum of 50 percent), limiting its ability to subcontract the work.

(b) *Departmental purchase requirements (small purchases, quotations, or informal bids).* Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta, Georgia Administrator to utilize Local Small Businesses on small purchases whenever possible and appropriate.

- (1) The Director of Minority and Small Business Opportunities shall make available to every Augusta, Georgia department a directory of registered Local Small Businesses and encourage their use of by departments.
- (2) The Director of Minority and Small Business Opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBP.
- (3) The Director of Minority and Small Business Opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to Local Small Business participation in the bid process.
- (4) For small purchases, quotations or informal bids, the Using Department will solicit bids from registered Local Small Businesses to supply the required materials, equipment, supplies or services using the Local Small Business Registry created and maintained by the Director of Minority and Small Business Opportunities.
- (5) The Director of Minority and Small Business Opportunities and Procurement Department will attempt to identify qualified Local Small Businesses and will include such Local Small Business in bid/quote solicitation lists.
- (6) The Director of Minority and Small Business Opportunities will make recommendations to the Procurement Director and User Departments when specification appears to impede Local Small Businesses from competitively participating in a bid.

(c) *Procurement Department and User Agency Responsibilities.*

- (1) For purchases on which written bids are sought, registered Local Small Businesses which are ready, willing, and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.
- (2) Purchases from Local Small Businesses shall be tracked by the Director of Minority and Small Business Opportunities with the assistance and cooperation of the user



Departments.

(d) *Maintenance of Records.*

- (1) The Director of Minority and Small Business Opportunities, with the assistance of the Department of Information Technology, shall compile data on Local Small Business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of Minority and Small Business Opportunities which will gather information from all user Departments on a quarterly basis.
- (2) Local Small Business utilization statistics shall be maintained in the following manner:
  - (i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services, and materials/equipment/supplies.
  - (ii) Statistics shall measure overall awards to Local Small Businesses and to women and minority owned businesses by category of purchase (i.e., construction, professional services, general services, and materials/equipment/supplies).
  - (iii) All data necessary to evaluate the effectiveness of the LSBP in reducing discrimination against minority and women owned businesses shall be kept and maintained by the Director of Minority and Small Business Opportunities.
- (3) Data collection is an important aspect of evaluating the effectiveness of the LSBP. The LSBP is a race and gender-neutral program and all data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of Minority and Small Business Opportunities.
  - (i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation process:
    1. Total value of purchases.
    2. Total value of purchases from Local Small Businesses.
    3. Total value of purchases from women owned businesses.
    4. Total value of purchases from minority owned businesses.
  - (ii) Regarding small purchases by operating department using Agency Purchase Orders:



1. Total value of small purchases by Augusta, Georgia Department.
2. Total value of small purchases from Local Small Businesses by Department.
3. Total value of small purchases from women owned businesses by Department.
4. Total value of small purchases from minority owned businesses by Department.

(iii) Regarding construction purchases:

1. Total value of construction contract awards.
2. Total value of construction contracts awarded to Local Small Businesses as prime contractors.
3. Total value of subcontracts awarded to Local Small Businesses.
4. Total value of subcontracts awarded to women owned businesses.
5. Total value of subcontracts awarded to minority owned businesses.

(e) *Compliance.*

- (1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.
- (2) The Director of Minority and Small Business Opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of Minority and Small Business Opportunities for tracking and annual report purposes.
- (3) Each Augusta, Georgia contract will contain a provision requiring compliance with this policy including maintenance of records, good faith efforts, and maintenance of information necessary to document compliance with, and effectiveness of the LSBP. This shall include the right of the Director of Minority and Small Business Opportunities and any compliance personnel to inspect such records. Compliance records will be a part of the official files located in the Procurement Office.
- (4) The Director of Minority and Small Business Opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any



State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

- (5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a Local Small Business in which the Local Small Business promises not to provide subcontracting quotations to other bidders or potential bidders.

(f) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from Local Small Businesses who do not submit the best overall pricing to Augusta, Georgia.

(g) *Outreach.*

To maximize the identification, registration and utilization of Local Small Businesses, the following efforts will be undertaken by the Director of Minority and Small Business Opportunities:

- (1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.
- (2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered Local Small Businesses for projects that can utilize Local Small Businesses for a commercially useful function.
- (3) Supply information to the Board of Commissioners regarding the LSBP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBP.

**Sec. 1-10-130. Exceptions – federally funded projects.**

In accordance with § 1-10-8 and Chapter 10B, the LSBP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBP, the federal (and Georgia) laws, regulations and conditions shall control.

**Sec. 1-10-132 through Sec. 1-10-999. Reserved.**



## Chapter 10B

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### LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM

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#### Sec. 1-10-122. Title.

Augusta, Georgia Local Small Business Opportunities Program ("LSBOP").

#### Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta, Georgia. The LSBOP is a race and gender-neutral program intended to provide Local Small Businesses opportunities to perform as Prime Contractors on City contracts, provide encouragement for bidders to incorporate the use of local small businesses as commercially useful Subcontractors, and promote balanced economic and community growth throughout Augusta, Georgia.

#### Sec. 1-10-124. Policy, intent and purpose.



- (a) ~~*Policy.* It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.~~

~~Augusta, Georgia has established the LSBOP to promote opportunities for registered Local Small Business to participate in Augusta, Georgia's contracting and procurement activities by providing opportunities for Local Small Businesses to perform as Prime Contractors on certain City contracts and by requiring encouraging contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.~~

- (b) ~~*Intent and Purpose.* The Augusta, Georgia Local Small Business Opportunity Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender neutral manner, the Program will promote fair and equal opportunities for all local small businesses. It is specifically intended that the encouragement of local small~~



~~businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.~~

- (+) ~~It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia's contracting and procurement, to increase utilization of Local Small Businesses in City procurement, and to increase capacity of Local Small Businesses to compete for City contracts and to eliminate discrimination and the effects of past discrimination therein.~~



- (2) ~~It is also the intent and purpose of this Program to encourage the use of the Local Small Business Opportunity Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation while remedying the discrimination against minority owned business enterprises in the Augusta, Georgia contracts and procurement in a race and gender neutral manner.~~
- (3) ~~It is also the intent and purpose of the LSBOP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.~~

~~Sec. 1-10-125. Definitions.~~

- (a) ~~Generally.~~ Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.
- (b) ~~Specifically.~~
  - (1) ~~Citizen's Small Business Advisory Board (CSBAB).~~ Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the LSBOP, and to meet with small businesses to review and advise as to the issues in program administration. See Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).
  - (2) ~~Commercially Useful Function.~~ For the purpose of



determining whether a registered Local Small Business is performing a commercially useful function, Director of minority and small business opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (i) ~~A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.~~
- (ii) ~~To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.~~
- (iii) ~~A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of minority and small business opportunities will examine similar~~



~~transactions, particularly those in which Local Small Businesses do not participate.~~

- ~~(3) — *Director of minority and small business opportunities.* The person designated by the Commission “to serve as equal employment opportunity director and as director of minority and small business opportunities” in accordance with § 14(c) of the Consolidation Act.~~
- ~~(4) — *Good Faith Efforts.* Techniques used by a bidder/proposer to seek Local Small Businesses to participate as a subcontractor or supplier required to fulfill the bid/proposal request for participation. Such good faith efforts of a bidder/proposer include, but are not necessarily limited to, the following actions:~~
  - ~~(i) — Including qualified local small businesses in the prime contractor’s solicitations for subcontractors and suppliers.~~
  - ~~(ii) — Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.~~
  - ~~(iii) — Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of local small businesses.~~
  - ~~(iv) — Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of local small businesses.~~



- ~~(v) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small business and negotiating subcontracts and supply contracts with such enterprises.~~
- ~~(vi) Requiring each first tier subcontractor to take the affirmative steps outlined in sub paragraphs 1 through 5 above with respect to the identification and usage of second or third tier sub contractors.~~
- ~~(vii) Placing notices of opportunities for qualified local small business to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.~~
- ~~(viii) Designating portions of the work for local small businesses subcontracting in trades with available local small business subcontractors.~~
- ~~(ix) Providing a minimum of five (5) days notice to local small businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.~~



- ~~(5) *Gross Receipts.* Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.~~
- ~~(6) *Joint Venture.* An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.~~
- ~~(7) *Local Small Business.* A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.~~
- ~~(8) *Monthly Utilization Report or MUR.* A memorialization by a prime contractor of all subcontracting and Local Small Business participation utilized on a contract. Contractors/vendors are required to submit the Monthly Utilization Reports on all subcontracting participation to the Director of minority and small business opportunities.~~
- ~~(9) *Non Discrimination Statement.* Written affirmation made by a bidder relating to the bidder's conduct prior~~



~~to submission of a bid as well as after award of a contract that the bidder agrees to:~~

- ~~(i) Follow the policies of Augusta, Georgia relating to the participation of local small businesses.~~
  - ~~(ii) Undertake certain measures to ensure the maximum practicable participation by local small businesses; and~~
  - ~~(iii) Not engage in discriminatory conduct against local small businesses inconsistent with this Policy.~~
- ~~(10) *Personal Net Worth.* Net value of the assets of an individual owner, after total liabilities are deducted must not exceed one million, two hundred and fiftyseven hundred and fifty thousand dollars (\$7501,250,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entirety is deemed to be owned equally by the spouse.~~
- ~~(11) *Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation~~



documents.



(12) ~~Registered Local Small Business. Any business entity registered by the Director of minority and small business opportunities, providing goods or services, which has its principal office and place of doing business in AugustaRichmond County, Georgia; with three (3) year average gross annual receipts being not more than one two and one half million dollars (\$12,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.~~

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(13) ~~Schedule of local small business participation. Written data sheet which is a required submittal for a bid or proposal that lists proposed local small business subcontractors and the estimated value of proposed sub-contracts.~~

~~Sec. 1-10-126. Application; effective date.~~

~~Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the Augusta, Georgia Commission.~~

~~Sec. 1-10-127. Program administration.~~



- ~~(a) Services to be provided by the Local Small Business Opportunities Program. The Director of minority and small business opportunities shall have the primary responsibility to assure that the LSBOP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBOP.~~
- ~~(b) Program. The LSBOP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:~~
- ~~(1) Developing and administering local small business registration criteria and procedures.~~
  - ~~(2) Establishing and maintaining a directory available to the public of registered local small businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.~~
  - ~~(3) Regularly seeking out and registering new local small businesses to bid on Augusta, Georgia purchases and solicitations.~~
  - ~~(4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the~~



~~Director of minority and small business opportunities within five (5) days of receipt of such notice.~~

- ~~(5) Developing annual forecasts and periodically updating same based on a review of anticipated purchases and registered local small businesses.~~
- ~~(6) Monitoring and reporting on legislative and judicial actions relevant to local, small business interests.~~
- ~~(7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered local small businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.~~
- ~~(8) Convening and/or participating in information sessions with local small businesses regarding bid requirements and contract performance.~~
- ~~(9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by local small businesses.~~
- ~~(10) Exploring and developing other means of expanding the program, and attracting and increasing local small business participation including joint efforts with other governmental agencies and authorities.~~



- ~~(11) Refer local small businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.~~
- ~~(12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBOP.~~
- ~~(13) Preparing and presenting an annual LSBOP report to the Augusta, Georgia Commission.~~
- ~~(14) Assist prime contractors and other potential bidders in identifying and contacting local small businesses.~~
- ~~(15) Develop outreach programs specifically targeted to educate local small businesses about the LSBOP.~~
- ~~(16) The Director of minority and small business opportunities shall work with User Departments to determine whether a particular contract or project, which is eligible for the LSB sheltered market program, should be included in the program. set contracting goals for each project over \$100,000 to include those with subcontracting and/or supplier possibilities. The Director of minority and small business opportunities and User Departments shall have the authority to reduce or eliminate such local small business goals on a project. exclude an otherwise eligible contract or project from the sheltered market program based on the type of contract, the type of subcontracting work that will be required, and the availability of Llocal sSmall bBusinesses.~~



- ~~(17) At Risk Management Construction Project Prime bidders will also be subject to the contract goals for subcontractors.~~
- ~~(18) Augusta, Georgia shall indicate goals for local small businesses in Project Specific solicitations over \$100,000 to provide opportunities for local small business participation.~~
- ~~(19) Where a bid provides a goal for local small business participation, the Director of minority and small business opportunities and User Department shall recommend a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.~~
- ~~(20) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBOP.~~
- ~~(21) Work with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for local small businesses to participate in contracts let by Augusta, Georgia.~~
- ~~(22) Provide data and technical assistance to support the outreach efforts of the LSBOP as necessary and appropriate.~~
- ~~(23) Ensure specifications are open and competitive.~~



- ~~(24) The Director of minority and small business opportunities, the Using Agency and the Finance Director, may make special provision for progress payments as deemed reasonable to assist local small businesses to carry out the terms of a contract.~~
- ~~(25) When a local small business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the local small business in negotiating lines of credit with lending institutions.~~
- ~~(e) *Evaluation of the Local Small Business Opportunity Program.* The LSBOP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of minority and small business opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:~~
- ~~(1) Number of local small business firms registered;~~
  - ~~(2) Training and technical assistance offered to local small businesses;~~
  - ~~(3) Dissemination of LSBOP information at pre-bid conferences; and~~



- (4) ~~Evaluation of the effectiveness of the local small business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of local small businesses on contracts.~~

~~Sec. 1-10-128. Registration and certification procedures.~~

- (a) ~~Registration Criteria; acceptance of certification by other governmental agencies. The LSBOP requires prior registration or evidence of current certification by other governmental agencies Local Small Business in order to count the participation of that toward program goals. Eligibility requirements for registration are:~~

- (1) ~~Certification as to small business status may be accepted from other local governmental, state or federal agencies that apply criteria substantially similar to that imposed by this ordinance.~~
- (2) ~~Applicant firm must complete an appropriate application form obtained from the Director of minority and small business opportunities and must qualify as a local small business, as the term is defined in this Article as to principle place of business, gross annual receipts and personal net worth thresholds.~~
- (3) ~~Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial~~



~~work function, shall not be deemed to be a significant local presence sufficient to qualify as a local small business.~~

- ~~(4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBOP registration application;~~
- ~~(5) The firm's three (3) year average annual gross receipts, as defined herein, must not exceed \$1.5two and one half million (\$12,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.~~
- ~~(6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;~~
- ~~(7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:
 
  - ~~(i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and~~~~



(ii) ~~in the case of a publicly owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.~~

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(8) ~~No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds \$7501,250,000, as that term is defined in this Article.~~

(9) ~~No local small business shall be registered on the basis of the race or gender of its ownership regime.~~

(b) ~~*Renewal of Registration.* Local small business registration is valid for a twothree year period beginning on the date Augusta, Georgia registers the business. To re-apply, Upon written submission of evidence of continuing eligibility a local small business must submit a new application and evidence of continuing eligibility will remain registered with the City for an additional two years.~~

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~~It is the responsibility of the local small business to notify the Director of minority and small business opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBOP;~~

(1) ~~A Local Small Business that no longer meets registration criteria shall not be re-registered by the~~



Director of minority and small business opportunities;

(2) ~~Firms that have been denied registration or re-registration may protest the denial as follows:~~

- ~~(i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the Director of minority and small business opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.~~
- ~~(ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.~~
- ~~(iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.~~
- ~~(iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.~~



- (e) ~~*Limitations.* Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered local small business is no longer eligible to participate in the LSBOP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBOP thresholds, it will still be eligible to receive contracts from Augusta, but such participation will not be counted toward the LSBOP goal of identifying and employing local small businesses to the greatest extent possible.~~

~~In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.~~

~~Participation or registration as a local small business in the LSBOP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.~~

- (d) ~~*Graduation.* Augusta, Georgia shall graduate a local small business from eligibility as a local small business. The local small business will be graduated from local small business if~~



any one of the following occurs:

- (1) ~~The local small business' gross revenues in each of the previous consecutive three(3) years exceed an average of \$21.5 million;~~
- (2) ~~The net worth of any owner of a local small business exceeds an average of \$1,2750,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the local small business; or~~
- (3) ~~The local small business has participated in the LSBOP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.~~

Sec. 1-10-129. Local small business opportunities Sheltered Market program participation:

- (a) ~~*Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.* The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:~~
- (1) ~~Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta,~~



~~Georgia will require that, where subcontracting goal~~  
is



~~utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.~~

- ~~(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no subcontracting opportunities, bidder shall so indicate on the appropriate form.~~
- ~~(3) For all such contracts, the Procurement Department will provide the Director of minority and small business opportunities with a copy of the invitation to bid or bid specifications including scope of work. The Director of minority and small business opportunities will identify the existence of registered local small businesses which are qualified to submit bids as prime contractors.~~
- ~~(4) The Director of minority and small business opportunities shall identify subcontracting opportunities and shall make available trade specific~~



~~lists of registered local small businesses to potential prime contractors. Prime contractors are encouraged to form Joint Ventures with local small businesses to perform major contracts, particularly in the areas of construction and professional services.~~

- ~~(5) Within thirty (30) days of the adoption of this Ordinance, the Procurement Department will include a copy of this ordinance in each bid or proposal package or shall publish and make available an internet link at which the LSBOP Ordinance and related forms may be found on the official website of Augusta, Georgia.~~
- ~~(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.~~
  - ~~(i) Non Discrimination Statement which shall affirm the bidder's:
 
    - ~~(a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting;~~
    - ~~(b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses;~~
    - ~~and (c) agreement not to engage in discriminatory conduct of any type.~~~~
  - ~~(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.~~
  - ~~(iii) Documentation of Good Faith Efforts to use local~~



~~small businesses.~~



~~Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.~~

~~(7) Before advertising and soliciting bids, the Director of minority and small business opportunities and using department will assess if large contracts can be segmented into multiple contracts. Methods to be considered include:~~

~~(i) The term of a contract may be shortened that results in a dual effect; the reduction of quantity required, and the risk inherent in guaranteeing prices over a longer period of time.~~

~~(ii) Work to be performed may be grouped according to geographic location within Augusta, Georgia.~~

~~(8) When the Solicitation bid document contains a local small business goal, each Bidder must either: meet the local small business goal or comply with the Good Faith Effort requirement set for in section 1-10-125(b)(4). Failure to do so constitutes grounds for rejecting the Bid.~~

~~(9) When the Solicitation bid document does not contain a local small business goal, each bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord.~~

~~(10) Self Performance. Self performance does not exempt~~



~~Bidders from the LSBOP requirements unless the self performer is a qualified and registered local small business. Bidders that do not meet the local small businesses goal and desire to self perform all or part of the construction contract must nevertheless demonstrate that they complied with the Good Faith Efforts requirements as set forth in section 1-10-125(b)(4).~~

~~(a) Projects in certain dollar thresholds may be made available for Bid/award only to Local Small Businesses (LSBs) under a sheltered market program. The designation of the projects as eligible is a discretionary decision by the Director of minority and small business opportunities, in consultation with the User Department, and is based primarily on confirmation of availability — i.e., there is a reasonable expectation that there will be at least three (3) responsible and responsive bids by certified LSBs and that the award will be made at a fair market price/value.~~

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~~Contracts in Construction, Professional Services, General Services, and Goods/Supplies valued under \$100,000 are eligible for designation or inclusion in the sheltered market program.~~

~~The purpose of this policy is to increase opportunities for LSBs to perform as Prime Contractors on City projects/contracts, growing capacity and gaining valuable experience. Therefore, LSBs must commit to self performing a significant percentage of the contracted work (a minimum of 50 percent), limiting its ability to subcontract the work.~~

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~~(b) Departmental Purchase Requirements (All Formal Bids over~~

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~~\$100,000). User Departments making purchases or issuing solicitations for projects over \$100,000 (including project management, contract management, and/or construction, and/or design contracts) shall have the following duties and responsibilities with regard to the LSBOP:~~

~~Departments shall:~~

- ~~(1) Establish Project Specific Goals on all projects \$100,000 and above.~~
- ~~(2) Submit the scope of work and cost estimate evaluations to the Director of minority and small business opportunities so appropriate local small business subcontracting goals may be determined.~~

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- (3) Assist the Director of minority and small business opportunities with setting Project Specific Goals.
- (4) Assist in identification of available local small businesses.
- (5) Gather and maintain data for those contracts which they manage.
- (6) Submit subcontracting data to the Director of minority and small business opportunities within fourteen (14) days of progress payments and thirty (30) days of contract closeout.
- (7) Submit to the Director of minority and small business opportunities, on or before the beginning of each Fiscal year, the Department's annual list of projects, listing all upcoming projects, estimating the probable monetary value, and stating the projected bid advertisement date.
- (8) Indicate goals for local small businesses in solicitations for contracts that provide opportunities for local small business participation.
- (9) Work with User Departments to monitor contracts to facilitate prompt payments to local small business and to be in compliance with Project Specific Goals and commitments.
- (10) Track and report statistics regarding the effectiveness of the LSBOP, as measured by a review of data indicating prime and subcontractor spending with local small business, as required by the policies and procedures.

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- (e) ~~Methodology for Setting Local Small Business Project Specific Goals. The Director of minority and small business opportunities in consultation with User Department shall establish a local small business goal for all contracts through rules and guidelines for the implementation of the LSBOP. Such methodology shall take into account the reasonably known availability of subcontracting opportunities that local small businesses can perform on each contract. Local small business goals should be calculated based upon specific contracting, subcontracting, and/or supplier opportunity and the availability of local small business registered in Augusta, Georgia's directory. For federally funded projects, this will be achieved by applying the Federal Guidelines for setting Goals 49 CFR Parts 26-45.~~
- (d) ~~Post Contract Award Requirements. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.~~
- (f) ~~Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that: (a) The~~

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~~contractor will not meet the committed local small business goals; and (b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.~~

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- (2) ~~Exceptions. A contractor shall not be deemed in violation of this Program for failure to meet the committed local small business goal to the extent such failure is directly attributable to:~~

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- (i) ~~Augusta, Georgia reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by local small businesses (whether through a change order, contract amendment, force account or otherwise);~~

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- (ii) ~~A local small businesses voluntary withdrawal from the project, if the contract demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the local small business with another local small business; or~~

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- (iii) ~~Termination or reduction in the work of a local~~

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~~small business, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the local small business with another local small business.~~

- (3) ~~Contractors have an ongoing, affirmative obligation to ensure that local small businesses performing on the contract are performing a Commercially Useful Function. A contractor shall be in violation of the LSBOP and in breach of its contract if it lists a local small business to receive credit toward a committed local small business goal with knowledge that the local small business will be acting as a conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the contractor will be seeking credit.~~

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- (4) ~~Contractors shall not terminate, replace or reduce the work of a local small business that the contractor has counted toward meeting the committed local small business unless:~~

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- (i) ~~The local small business refuses to enter into a contract consistent with the local small business<sup>2</sup> Letter of Intent;~~

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- (ii) ~~The local small business materially breaches its contract with the contractor;~~

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~~(iii) — Augusta, Georgia reduces the contract scope of work so as to eliminate or reduce the work that the local small business was to perform; or~~

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~~(iv) — The local small business voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.~~

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~~(5) — Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to replacing or terminating a local small business on a contract. The notice shall identify the local small business and the contract; state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the User Department, and the Director of minority and small business opportunities at least five (5) Business Days before the contractor terminates the local small business. The contractor shall further provide written notice to the local small business stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.~~

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~~(6) — Good Faith Efforts to replace a local small business to a contract. When a local small business withdraws or is terminated from a contract for any reason, the contractor shall comply with the Good Faith Efforts~~

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~~requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.~~

- (7) ~~Utilization Reports and Documentation of Payment. Contractors shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.~~

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- (e) ~~Departmental purchase requirements (small purchases, quotations, or informal bids). Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta, Georgia Administrator to utilize local small businesses on small purchases whenever possible and appropriate.~~

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- (1) ~~The Director of minority and small business opportunities shall make available to every Augusta, Georgia department a directory of registered local small businesses and encourage their use of by departments.~~
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- (2) ~~The Director of minority and small business opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBOP.~~
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- (3) ~~The Director of minority and small business opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to local small business participation in the bid process.~~
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- (4) ~~For small purchases, quotations or informal bids, the Using Department will solicit bids from registered local small businesses to supply the required materials, equipment, supplies or services using the local small business Registry created and maintained by the Director of minority and small business opportunities.~~
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- (5) ~~The Director of minority and small business opportunities and Procurement Department will attempt to identify qualified local small businesses and will include such local small business in bid/quote solicitation lists.~~
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- (6) ~~The Director of minority and small business opportunities will make recommendations to the Procurement Director and User Departments when~~
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~~specification appears to impede local small businesses from competitively participating in a bid.~~

~~(f) — *Procurement Department and User Agency Responsibilities.*~~

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- ~~(1) — For purchases on which written bids are sought, registered local small businesses which are ready, willing and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.~~

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- ~~(2) — Purchases from local small businesses shall be tracked by the Director of minority and small business opportunities with the assistance and cooperation of the user Departments.~~

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~~(g) — *Maintenance of Records.*~~

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- ~~(1) — The Director of minority and small business opportunities, with the assistance of the Department of Information Technology, shall compile data on local small business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of minority and small business opportunities which will gather information from all user Departments on a quarterly basis.~~

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~~(2) Local small business utilization statistics shall be maintained in the following manner:~~

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~~(i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services and materials/equipment/supplies.~~

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~~(ii) Statistics shall measure overall awards to local small businesses and to women and minority owned businesses by category of purchase (i.e. construction, professional services, general services, and materials/equipment/supplies).~~

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~~(iii) All data necessary to evaluate the effectiveness of the LSBOP in reducing discrimination against minority and women owned businesses shall be kept and maintained by the Director of minority and small business opportunities.~~

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~~(3) Data collection is an important aspect of evaluating the effectiveness of the LSBOP. The LSBOP is a race and gender neutral program and all data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of minority and small business opportunities.~~

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~~(i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation~~

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process:

(a) ~~Total value of purchases.~~

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(b) ~~Total value of purchases from local small businesses.~~

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(c) ~~Total value of purchases from women owned businesses.~~

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(d) ~~Total value of purchases from minority owned businesses.~~

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(iii) ~~Regarding small purchases by operating department using Agency Purchase Orders:~~

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(a) ~~Total value of small purchases by Augusta, Georgia Department.~~

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(b) ~~Total value of small purchases from local small businesses by Department.~~

(c) ~~Total value of small purchases from women owned businesses by Department.~~

(d) ~~Total value of small purchases from minority owned businesses by Department.~~



(iii) ~~Regarding construction purchases:~~

- ~~(a) Total value of construction contract awards.~~
- ~~(b) Total value of construction contracts awarded to local small businesses as prime contractors.~~
- ~~(c) Total value of subcontracts awarded to local small businesses.~~
- ~~(d) Total value of subcontracts awarded to women owned businesses.~~
- ~~(e) Total value of subcontracts awarded to minority owned businesses.~~

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(iv) ~~Compliance:~~

- ~~(1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.~~
- ~~(2) The Director of minority and small business opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of minority and small business opportunities for tracking and annual report purposes.~~
- ~~(3) Each Augusta, Georgia contract will contain a provision~~

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~~requiring compliance with this policy including maintenance of records, good faith efforts, and maintenance of information necessary to document compliance with, and effectiveness of the LSBOP. This shall include the right of the Director of minority and small business opportunities and any compliance personnel to inspect such records. Compliance records will be a part of the official files located in the Procurement Office.~~

- ~~(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.~~

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- ~~(5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a local small business in which the local small business promises not to provide subcontracting quotations to other bidders or potential bidders.~~

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~~(i) *Competitive Bids.*~~

~~Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or~~

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to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

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(j) *Outreach.*

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To maximize the identification, registration and utilization of local small businesses, the following efforts will be undertaken by the Director of minority and small business opportunities:

(1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.

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(2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered local small businesses for projects that can utilize local small businesses for a commercially useful function.

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(3) Supply information to the Board of Commissioners regarding the LSBOP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBOP.

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~~Sec. 1-10-130. Exceptions—federally funded projects.~~

~~In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.~~

~~Sec. 1-10-131. Citizens Small Business Advisory Board.~~

~~A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and the Director of minority and small business opportunities on matters related to this ordinance, and to meet with minority owned and women owned small businesses, to review and provide input as to the issues in program administration. See Consolidation Act § 14(d). Members are appointed by the Mayor, Commission and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.~~

~~Sec. 1-10-132 through Sec. 1-10-999. Reserved.~~









## Administrative Services Committee

July 9, 2024

Discussion to move Code Enforcement under the Marshal's Office

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Discussion</b> to move Code Enforcement under the Marshal's Office effective January 1, 2025. <b>(Requested by Commissioners Frantom and Guilfoyle)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Lena Bonner**

---

**From:** Commissioner Sean Frantom  
**Sent:** Tuesday, July 2, 2024 8:44 AM  
**To:** Lena Bonner; Carla Delaney; Amelio R. Lamkin; Commissioner Wayne Guilfoyle; Takiyah A. Douse  
**Subject:** Agenda Item

Ms. Bonner,

Please add the following agenda item from myself and Commissioner Guilfoyle under Public Services-

Start the discussion to move Code Enforcement under the Marshall Dept. effective January 1, 2025.

Thank you,  
Sean

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AED:104.1





## Administrative Services Committee

July 9, 2024

Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Administrative Services Committee held on June 11, 2024.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber  
 Tuesday, June 11, 2024  
 1:15 PM

### ADMINISTRATIVE SERVICES

#### PRESENT

Mayor Garnett Johnson  
 Commissioner Francine Scott  
 Commissioner Tony Lewis  
 Commissioner Jordan Johnson

#### ABSENT

Commissioner Sean Frantom

1. Approve the creation of one Victim Witness Advocate in the Solicitor's Office with an annual salary of \$47,679.97, including benefits. **(Requested by Solicitor-General Omeeka Loggins)**

Motion to approve with funding from the 1% overall budget cuts.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

2. Motion to approve tasking the Clerk of Commission to engage The Carl Vinson Institute of Government at the University of Georgia to begin the process of leading and providing guidance to Augusta Richmond County down the path towards the creation of a charter review committee. **(Requested by Mayor Garnett Johnson – referred from June 4 Commission Meeting)**

Motion to approve.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

3. Motion to approve the minutes of the Administrative Services Committee held on May 28, 2024.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.









## Administrative Services Committee Meeting

Meeting Date: 7/9/2024

### Fleet Design – Change Order for Design Services

<b>Department:</b>	Central Services – Fleet Management
<b>Presenter:</b>	Ron Lampkin; Interim Central Services Director
<b>Caption:</b>	Approve change order for purchase order 23CSA002 in the amount of \$257,598.59 for Phase II of Fleet Maintenance Facility design services to Dickinson Architects PC.
<b>Background:</b>	On September 6, 2022, the Augusta Commission approved Phase I in the amount of \$108,000 and 8.5% of the construction cost for phase II. Purchase Order 23CSA002 was issued to Dickinson Architects PC for phase I design services for the new Fleet Management Facility. Phase I has been completed and some of Phase II has begun which includes a percentage of the schematic design.
<b>Analysis:</b>	<p>The vendor has been notified that the project has been placed on hold due to the difference in the original estimated project budget of \$1.45M for design and \$6M for construction and the estimated construction cost received from the vendor in the amount of \$34,000,000. The additional funding for the project will be requested in SPLOST 9.</p> <p>The Change Order consist of four (4) invoices for a total of \$257,598.59            Invoice #1 - \$93,736.39 dated 3/18/224            Invoice #2 - \$72,700.76 dated 4/10/24            Invoice #3 - \$9,206.30 dated 5/3/24            Invoice #4 - \$81,955.14 dated 5/8/24</p>
<b>Financial Impact:</b>	<p>SPLOST VII 329051110/216057101/54.13120:</p> <ul style="list-style-type: none"> <li>• Original PO Amount: \$108,000</li> <li>• Previous Change Order for travel expenses \$2,224.13</li> <li>• Total Revised PO Phase I including CO #1 \$110,224.13</li> <li>• Phase II - Change Order Amount: \$257,598.59</li> <li>• Total Revised Contract Amount with Change Order: \$367,822.72</li> </ul>
<b>Alternatives:</b>	(1) Approve (2) Do not approve
<b>Recommendation:</b>	Approve change order for purchase order 23CSA002 in the amount of \$257,598.59 for Phase II of Fleet Maintenance Facility design services to Dickinson Architects PC.
<b>Funds are available in the following accounts:</b>	\$257,598.59; 329051110/216057101/54.13120



**REVIEWED AND  
APPROVED BY:**

N/A

*Item 6.*





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771 Broad Street, Suite 200  
Augusta, Georgia 30901  
706.722.7488

Item 6.

(1)

Augusta Commission  
Laquona Sanderson <LSanderson@augustaga.gov>  
535 Telfair Street  
Augusta, GA 30901

Invoice number 01-Rev  
Date 03/18/2024

Project **22018 ARC FLEET MANAGEMENT  
FACILITY**

Professional Services through the period ending February 29, 2024.

PO #23CSA002

**Invoice Summary**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	21.54	93,376.82	0.00	93,376.82
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	3.23	93,376.82	0.00	93,376.82
<b>PH II - Reimbursable Expenses</b>					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	0.00	84.57
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	0.00	275.00
Subtotal	0.00	0.00	359.57	0.00	359.57
Total	2,890,000.00	3.24	93,736.39	0.00	93,736.39



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	21.54	93,376.82	0.00	93,376.82
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	3.23	93,376.82	0.00	93,376.82
Total	2,890,000.00	3.23	93,376.82	0.00	93,376.82

**PH II - Reimbursable Expenses**

**02 Consultant Reimbursements**

**Consultant**

	Cost Rate	Cost Amount	Rate	Billed Amount
Consultant Travel		84.57		84.57
22018 ARC Fleet Mgmt Facilities Reimb. Car Rental (Backup attached)				
Subtotal		84.57		84.57
Phase subtotal				84.57


**05 Fire Flow Test**

**Reimbursable Expenses**

	Units	Cost Rate	Cost Amount	Multiplier	Rate	Billed Amount
Fees & Permits			275.00			275.00
22018 Mgmt Facility Fire Flow Test (Backup attached)						
Subtotal			275.00			275.00
Phase subtotal						275.00
PH II - Reimbursable Expenses subtotal						359.57

Invoice total 93,736.39

I certify that I have verified the accuracy of the information above.

Signature   
Nicholas Dickinson, II, A.I.A.





**Arcadis Professional Services (USA) Inc.**  
 7000 North Federal Highway, 2nd Floor  
 Boca Raton, FL 33487 USA  
 Phone: (954) 974-2200

www.arcadis.com

**Attention:** Nick Dickinson  
**Dickinson Architects**  
**771 Broad Street**  
**Suite 200**  
**Augusta, GA 30901**  
**United States**

**Invoice :** 10005848  
**Invoice Date :** 2/14/2024  
**Due Date:** 3/15/2024  
**Project :** 140095  
**Project Name :** Augusta Fleet Facilities

**For Professional Services Rendered Through 1/31/2024**

	Fee	% Complete	Billings		
			To Date	Previous	Current
001 - Task 1 Programming & Space Needs Assessment	28,433.00	100.00	28,433.00	28,433.00	0.00
002 - Task 2 Site Due Diligence Assistance	1,980.00	100.00	1,980.00	1,980.00	0.00
003 - Task 3 Site Master Planning	44,679.00	100.00	44,679.00	44,679.00	0.00
004 - Task 4 Conceptual Cost Estimating Support	1,843.00	100.00	1,843.00	1,843.00	0.00
005 - Task 5 Final Report	10,588.00	100.00	10,588.00	10,588.00	0.00
			Billings		
			To Date	Previous	Current
006 - Reimbursable Expenses			2,298.18	2,213.61	84.57
Expenses	84.57				
			Current Billings		
			84.57		
			Amount Due This Bill	USD	84.57

Steve Lenderman



006 - Reimbursable Expenses

Expenses					
Account / Vendor	Doc Number	Date	Cost	Multiplier	Amount
Travel - Rental Car					
Enterprise	V0000264146	11/30/2023	76.88	1.10	84.57
Total Expenses					84.57

Total Project: 140095 - Augusta Fleet Facilities

84.57





# Utilities Department

Item 6.

Wes Byne, P.E., Director  
Chad Hendix, P.E., Assistant Director  
Steve Weathersbee,  
Development Infrastructure Manager

Engineering & Construction Division  
452 Walker Street, Suite 200  
Augusta, Georgia 30901  
(706) 312-4142 Fax (706) 312-4133  
[www.augusta.gov](http://www.augusta.gov)

## Fire Flow Request Form

**Date:** 2024/01/02

**Property Addressed for the request:** 3446 Old Louisville Road

**Property Parcel Number for the request:** 133-0-023-05-0

**Reason for the fire flow:** New Construction

**Special Requirements (particular hydrant(s) to use):**

**Contact Name making the Request:** Nick Dickinson

**Company Name making the Request:** Dickinson Architects

**Company Address:** 771 Broad Street, Suite 200, Augusta, GA 30901

**Company Phone Number:** 706-722-7488

**Email Address:** [ndjr@dickinsonarchitects.com](mailto:ndjr@dickinsonarchitects.com)

Please submit a check for **Two Hundred Seventy-Five Dollars (\$275.00)** payable to Augusta Utilities Department, to the attention of **Fire Flow Test**, 452 Walker Street Suite 200, Augusta, Ga. 30901 for the performance of the fire-flow test. Please reference the project name on the check. The fee is to be paid before the fire flow will be performed. Once the payment is received, a fire flow will be scheduled and the results of the fire flow will be emailed to the contact that is provided. The fire flow will be good for six months from the date on the report.

Updated: 3/2023









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Augusta, Georgia 30901  
706.722.7488

2

Augusta Commission  
Laquona Sanderson <LSanderson@augustaga.gov>  
535 Telfair Street  
Augusta, GA 30901

Invoice number 02  
Date 04/10/2024

Project **22018 ARC FLEET MANAGEMENT FACILITY**

Professional Services through the period ending April 9, 2024.

PO #23CSA002

#### Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	38.31	166,077.58	93,376.82	72,700.76
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	5.75	166,077.58	93,376.82	72,700.76
<b>PH II - Reimbursable Expenses</b>					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	84.57	0.00
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	275.00	0.00
Subtotal	0.00	0.00	359.57	359.57	0.00
Total	2,890,000.00	5.76	166,437.15	93,736.39	72,700.76



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	38.31	166,077.58	93,376.82	72,700.76
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	5.75	166,077.58	93,376.82	72,700.76
Total	2,890,000.00	5.75	166,077.58	93,376.82	72,700.76

Invoice total

72,700.76

I certify that I have verified the accuracy of the information above.

Signature



Nicholas Dickinson, II, A.I.A.









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Augusta, Georgia 30901  
706.722.7488

Item 6.

3

Augusta Commission  
Laquona Sanderson <LSanderson@augustaga.gov>  
535 Telfair Street  
Augusta, GA 30901

Invoice number 03-Ph II  
Date 05/03/2024

Project **22018 ARC FLEET MANAGEMENT  
FACILITY**

Professional Services through the period ending April 30, 2024.

PO #23CSA002

**Invoice Summary**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	40.43	175,283.88	166,077.58	9,206.30
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	6.07	175,283.88	166,077.58	9,206.30
<b>PH II - Reimbursable Expenses</b>					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	84.57	0.00
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	275.00	0.00
Subtotal	0.00	0.00	359.57	359.57	0.00
Total	2,890,000.00	6.08	175,643.45	166,437.15	9,206.30



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	40.43	175,283.88	166,077.58	9,206.30
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	6.07	175,283.88	166,077.58	9,206.30
Total	2,890,000.00	6.07	175,283.88	166,077.58	9,206.30

Invoice total 9,206.30

I certify that I have verified the accuracy of the information above.

Signature



Nicholas Dickinson, II, A.I.A.









**dickinson** | ARCHITECTS  
architecture · interior design · planning

771 Broad Street, Suite 200  
Augusta, Georgia 30901  
706.722.7488

Item 6.

4

Augusta Commission  
Laquona Sanderson <LSanderson@augustaga.gov>  
535 Telfair Street  
Augusta, GA 30901

Invoice number 04-Ph II  
Date 05/08/2024

Project **22018 ARC FLEET MANAGEMENT FACILITY**

Professional Services through the period ending April 30, 2024.

PO #23CSA002

**Invoice Summary**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	59.34	257,239.02	175,283.88	81,955.14
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14
<b>PH II - Reimbursable Expenses</b>					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	84.57	0.00
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	275.00	0.00
Subtotal	0.00	0.00	359.57	359.57	0.00
Total	2,890,000.00	8.91	257,598.59	175,643.45	81,955.14



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Phase II - Fleet Management Facility P.O. #23CSA002</b>					
PH II - Schematic Design	433,500.00	59.34	257,239.02	175,283.88	81,955.14
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14
Total	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14

Invoice total 81,955.14

I certify that I have verified the accuracy of the information above.

Signature



Nicholas Dickinson, II, A.I.A.



# AUGUSTA, GEORGIA

Item 6.

## PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.  
23CSA002  
REQUISITION/QUOTE NO.  
R370971

DATE 09/29/23	DEPARTMENT 051120	VENDOR PHONE # (706) 399-5192	
VENDOR # 26138	E-VERIFY # 67757	EMAIL NDJR@DICKINSONARCHITECTS.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR DICKINSON ARCHITECTS PC 771 BROAD STREET AUGUSTA, GA 30901		ATTN: CO1 BID NUMBER: 22-213  CONTRACT #: 23CSA002 BUYER: NANCY	
SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		DESIGN SERVICES CONSTRUCTION OF NEW FLEET MANAGEMENT FACILITY TO INCLUDE PHASE I AND PHASE II CONSTRUCTION AT 8.5% OF COST  APPROVED BY COMMISSION 9/6/22, ITEM #28  329-05-1120/52-12999	108,000.00	108,000.00
0002	1	EACH		CO1: TRAVEL REIMBURSEMENT  329-05-1120/52-12999	2,224.13	2,224.13

9/29/23 INITIALS NW  
INITIALS  
INITIALS

### CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL.....

110,224.13

APPROVED FOR ISSUE

*G.A. Sims*

PROCUREMENT DIRECTOR

121

PROCUREMENT DEPARTMENT





Takiyah A. Douse  
Interim Administrator

September 6, 2022

Mr. Ron Lampkin, Interim Director  
Central Services  
2760 Peach Orchard Road  
Augusta, GA 30906

Dear Director Lampkin:

At the regular meeting held Tuesday, September 6, 2022, The Augusta, Georgia Commission took action on the following:

17. Approved: Motion to approve 911 Emergency Services Department to affix 911 Logo for two Public Safety Vehicles. (Approved by Administrative Services Committee August 30, 2022)
18. **Referred** back to the Administrative Committee: Motion to approve the purchase of two 2024 ETI ETC40IH, at a individual cost of \$176,063.00 each for a total of \$352,126.00 from Equipment Technology, LLC. (Bid 22-214) for the Engineering Department-Traffic Engineering Division and Street Lights Division. (Approved by Administrative Services Committee August 30, 2022)
19. Approved: Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of six Ford F150s, at a total cost of \$144,540 from Allan Vigil Ford for various departments. (Approved by Administrative Services Committee August 30, 2022)
20. Approved: Motion to approve utilizing a state contract (# SWC 99999-001-SPD0000183-0006) for the purchase of one Ford Utility Police K9, at a total cost of \$49,614 to Wade Ford for the Richmond County Marshal's Office – Airport Division. (Approved by Administrative Services Committee August 30, 2022)
21. Approved: Motion to approve utilizing a state contract (#SWC 99999-SPD-ES40199373-009S) for the purchase of one Ford T350 Van, at a total cost of \$53,933 to Wade Ford for the Richmond County Sheriff's Office. (Approved by Administrative Services Committee August 30, 2022)
22. Approved: Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of eight Ford F150s, at a total cost of \$306,808 from Allan Vigil Ford for various departments. (Approved by Administrative Services Committee August 30, 2022)



23. Approved a motion to receive as information only the emergency replacements needed to the Charles B. Webster Detention Center totaling \$984,123.00 for Lock Replacement - Willo Products Co., Shower Upgrades - Tri Solutions, Roof Replacement - Hixon's Roofing (Approved by Administrative Services Committee August 30, 2022)
28. Approved: Motion to approve award of contract to prepare Construction Documents for construction of New Facilities for Augusta Fleet Management to Dickinson Architects of Augusta in the amount of \$108,000 for Phase I and 8.5% of construction costs for Phase II - RFQ 22-213. (Approved by Administrative Services Committee August 30, 2022)

If you have any questions, please contact me.

In Service,



Takiyah A. Douse  
Interim Administrator



**AUGUSTA, GEORGIA**  
**Purchase Order Status Inquiry**

Item 6.

Report Date: 06/21/2024

**MASTER INFORMATION**

PR Number	PO Number	Vendor ID	Vendor Name	PO Type	
R370971	23CSA002	26138	DICKINSON ARCHITECTS PC	C	Partially Paid
Address: P1 771 BROAD STREET SUITE 200 AUGUSTA, GA 30901			PO Total Amount: 110,224.13		
Confirm: CO1	Requested by: NW12732		Blanket Number:	Req. 01/23/2023	
Account:	Approved BSI		Blanket Amount:	Print Dt: 01/30/2023	
Bid: 22-213	Printed by: GS3499		Blanket Remaining:	Entry 09/29/2023	
Contract: 23CSA002	PO Type: C			Expr 01/23/2024	
Ship To: CSA	EN Flag: Y		Req. Codes		
Bill To: ACC	Sec Cd: CSS			Buyer: NANCY	
End					

**ITEMS**

**PR NOTES/PRINT BEFORE/PRINT AFTER TEXT**

DEPARTMENT REQUEST TO ADD CO1  
\*NANCY WILLIAMS 9/29/23  
  
APPROVED BY COMMISSION  
9/6/22, ITEM #28  
\*NANCY WILLIAMS 1/23/2023

**ENCUMBRANCES**

There is no encumbrance activity for this purchase order

Item #	PR Number	Batch ID	Ke	Object	Post Date	EN	PD Amount	Balance	Tp
23CSA002									
		J22JWC31	GL 329051120	5212999	12/31/22	\$0.00	\$18,960.00	(\$18,960.00)	PP
		JL 216057101	5212999						
		AUTOOPE	GL 329051120	5212999	10/10/23	\$0.00	\$0.00	(\$18,960.00)	EN
		JL 216057101	5212999						
DESIGN SERVICES CONSTRUCTION									
0001	R370971	PO	GL 329051120	5212999	01/30/23	\$108,000.00	\$0.00	\$108,000.00	EN
		JL 216057101	5212999						
0001	R370971	O23NC221	GL 329051120	5212999	03/01/23	\$0.00	\$13,630.93	\$94,369.07	PP
		JL 216057101	5212999						
0001	R370971	O23AY314	GL 329051120	5212999	03/15/23	\$0.00	\$31,908.61	\$62,460.46	PP
		JL 216057101	5212999						
0001	R370971	O23KB419	GL 329051120	5212999	04/25/23	\$0.00	\$10,828.60	\$51,631.86	PP
		JL 216057101	5212999						
0001	R370971	O23AY525	GL 329051120	5212999	05/25/23	\$0.00	\$16,797.57	\$34,834.29	PP
		JL 216057101	5212999						
0001	R370971	O23AY614	GL 329051120	5212999	06/20/23	\$0.00	\$5,515.67	\$29,318.62	PP
		JL 216057101	5212999						
0001	R370971	O23KBA04	GL 329051120	5212999	10/10/23	\$0.00	\$10,358.62	\$18,960.00	PP
		JL 216057101	5212999						
0001	R370971	AUTOOPE	GL 329051120	5212999	10/10/23	\$0.00	\$0.00	\$18,960.00	EN
		JL 216057101	5212999						



# AUGUSTA, GEORGIA

## Purchase Order Status Inquiry

Item 6.

Report Date: 06/21/2024

### MASTER INFORMATION

PR Number	PO Number	Vendor ID	Vendor Name	PO Type						
R370971	23CSA002	26138	DICKINSON ARCHITECTS PC	C	<div>Partially Paid</div>					
CO1: TRAVEL REIMBURSEMENT										
0002	R370971	PO	GL 329051120 5212999	09/29/23	\$2,224.13	\$0.00	\$2,224.13	EN		
			JL 216057101 5212999							
0002	R370971	O23KBA04GL	329051120 5212999	10/10/23	\$0.00	\$2,224.13	\$0.00	PP		
			JL 216057101 5212999							
PO Balance:					\$110,224.13	\$110,224.13	\$0.00			

### RECEIVING DETAIL

Item #	Date Received	Quantity Received	Quantity Paid	Quantity Damaged	User	Entry Date	Warehouse	Fixed Asset ID
0001	03/01/2023	1.000	\$0.00	0.000	LS1017	03/01/2023		
0001	03/15/2023	1.000	\$0.00	0.000	LS1017	03/15/2023		
0001	04/25/2023	1.000	\$0.00	0.000	LS1017	04/25/2023		
0001	05/25/2023	1.000	\$0.00	0.000	LS1017	05/25/2023		
0001	06/20/2023	1.000	\$0.00	0.000	LS1017	06/20/2023		
0001	10/10/2023	1.000	\$0.00	0.000	LS1017	10/10/2023		
		6.000	\$0.00	0.000				
0002	10/10/2023	1.000	\$0.00	0.000	LS1017	10/10/2023		
		1.000	\$0.00	0.000				

### OPEN HOLD ACTIVITY

Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check Date	Invoice #	Invoice Date	Amount
0001	PD	26138	O23NC221A	329051120	5212999	00595437	03/03/2023 02	02/08/2023		\$13,630.93
TOTAL AMOUNT CHECK AP 00595437:										\$13,630.93
0001	PD	26138	O23AY314A	329051120	5212999	00596336	03/16/2023 03	03/08/2023		\$31,908.61
TOTAL AMOUNT CHECK AP 00596336:										\$31,908.61
0001	PD	26138	O23KB419A	329051120	5212999	00598591	04/27/2023 04	04/14/2023		\$10,828.60
TOTAL AMOUNT CHECK AP 00598591:										\$10,828.60
0001	PD	26138	O23AY525A	329051120	5212999	00600105	05/25/2023 05	05/12/2023		\$16,797.57
TOTAL AMOUNT CHECK AP 00600105:										\$16,797.57
0001	PD	26138	O23AY614A	329051120	5212999	00601522	06/22/2023 06	06/12/2023		\$5,515.67
TOTAL AMOUNT CHECK AP 00601522:										\$5,515.67
0001	PD	26138	O23KBA04A	329051120	5212999	00607509	10/12/2023 07	07/20/2023		\$10,358.62
0002	PD	26138	O23KBA04A	329051120	5212999	00607509	10/12/2023 07	07/20/2023		\$2,224.13
TOTAL AMOUNT CHECK AP 00607509:										\$12,582.75
TOTAL PAYMENTS FOR PO 23CSA002:										\$91,264.13



AUGUSTA, GEORGIA  
Purchase Order Status Inquiry

Item 6.

Report Date:06/21/2024

MASTER INFORMATION

<u>PR Number</u>	<u>PO Number</u>	<u>Vendor ID</u>	<u>Vendor Name</u>	<u>PO Type</u>	
R370971	23CSA002	26138	DICKINSON ARCHITECTS PC	C	Partially Paid

WORKFLOW ACTIVITY

There is no workflow activity for this purchase order

ADDITIONAL INFORMATION

EVENT

ASSOCIATION CODES

PO REMARKS



**AUGUSTA, GEORGIA**  
**Purchase Order Status Inquiry**

Item 6.

**Report Date:**06/21/2024

**MASTER INFORMATION**

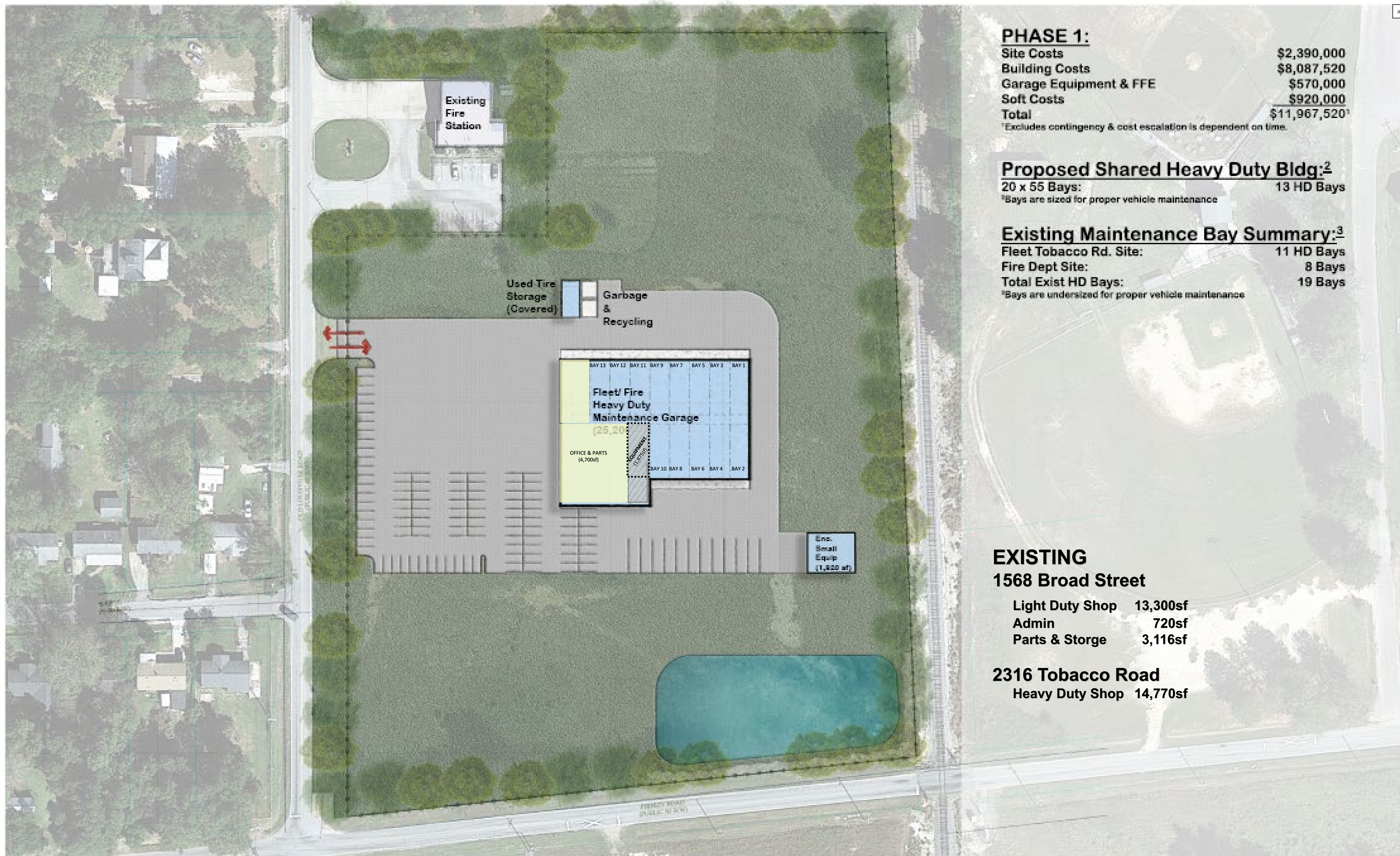
<u>PR Number</u>	<u>PO Number</u>	<u>Vendor ID</u>	<u>Vendor Name</u>	<u>PO Type</u>	
R370971	23CSA002	26138	DICKINSON ARCHITECTS PC	C	Partially Paid

**GL TRANSACTIONS ACTIVITY**

Check ID	Check No	Check Date	Check Amount	GL Key	GL Object
		12/31/2022	18,960.00	329051120	5212999
Total Amount:			18,960.00		

Check ID	Check No	Check Date	Check Amount	GL Key	GL Object
AP	00598591	04/25/2023	10,828.60	329051120	5212999
AP	00600105	05/25/2023	16,797.57	329051120	5212999
AP	00601522	06/20/2023	5,515.67	329051120	5212999
AP	00607509	10/10/2023	10,358.62	329051120	5212999
AP	00607509	10/10/2023	2,224.13	329051120	5212999
AP	00595437	03/01/2023	13,630.93	329051120	5212999
AP	00596336	03/15/2023	31,908.61	329051120	5212999
Total Amount:			110,224.13		





### PHASE 1:

Site Costs	\$2,390,000
Building Costs	\$8,087,520
Garage Equipment & FFE	\$570,000
Soft Costs	\$920,000
<b>Total</b>	<b>\$11,967,520<sup>1</sup></b>

<sup>1</sup>Excludes contingency & cost escalation is dependent on time.

### Proposed Shared Heavy Duty Bldg:<sup>2</sup>

20 x 55 Bays: 13 HD Bays

<sup>2</sup>Bays are sized for proper vehicle maintenance

### Existing Maintenance Bay Summary:<sup>3</sup>

Fleet Tobacco Rd. Site: 11 HD Bays

Fire Dept Site: 8 Bays

**Total Exist HD Bays: 19 Bays**

<sup>3</sup>Bays are undersized for proper vehicle maintenance

### EXISTING

#### 1568 Broad Street

Light Duty Shop 13,300sf

Admin 720sf

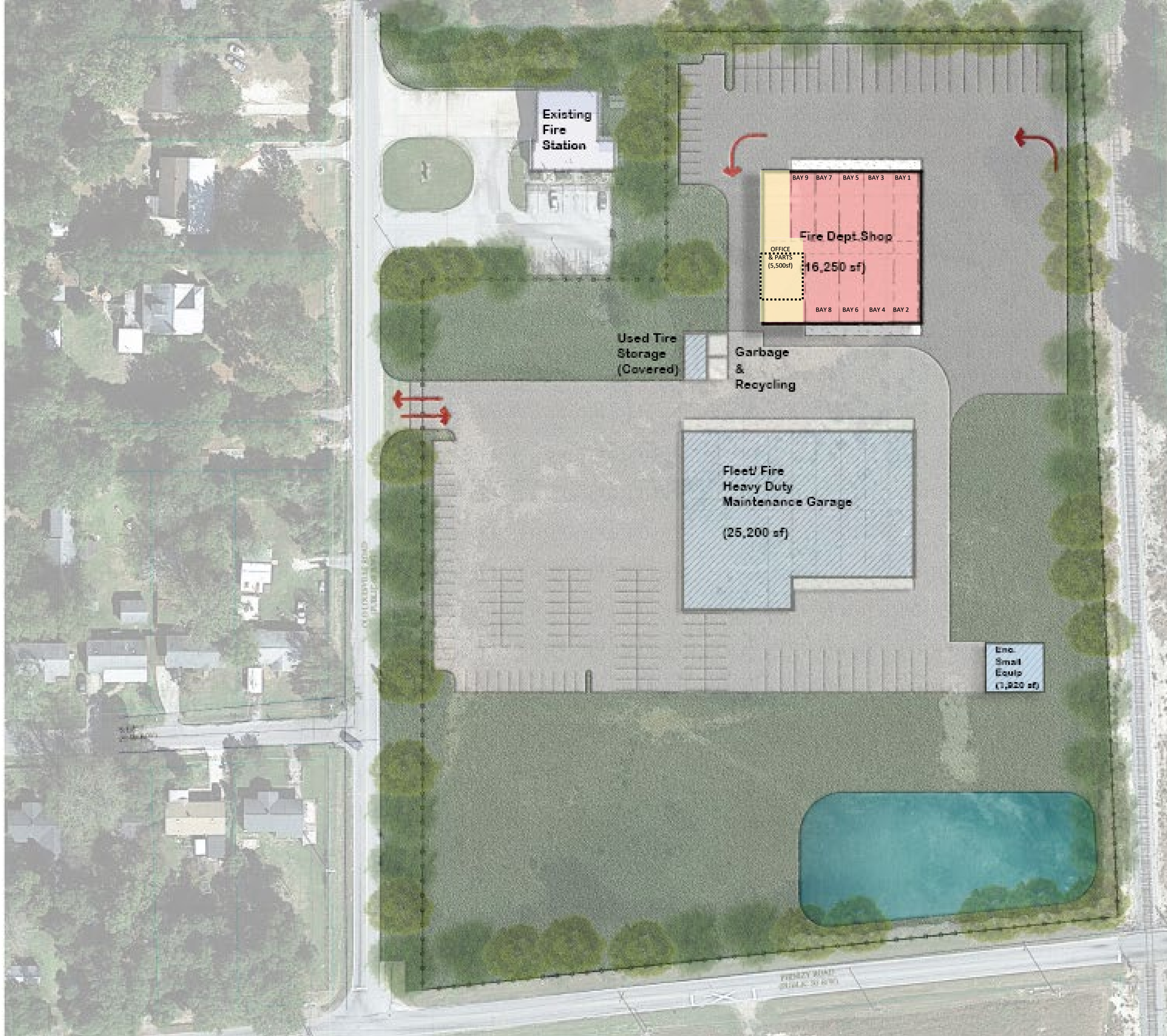
Parts & Storage 3,116sf

#### 2316 Tobacco Road

Heavy Duty Shop 14,770sf

## VEHICLE FLEET SERVICE CENTER





## PHASE 2:

Site Costs	\$840,000
Building Costs	\$5,370,000
Garage Equipment & FFE	\$540,000
Soft Costs	\$570,000
<b>Total</b>	<b>\$7,320,000<sup>1</sup></b>

<sup>1</sup>Excludes contingency & cost escalation is dependent on time.

## Maintenance Bay Summary:<sup>2</sup>

20 x 55 Bays:	7 Bays
25 x 55 Hydraulic Bays	2 Bays

<sup>2</sup>Bays are sized for proper vehicle maintenance

## Combined with Phase 1<sup>3</sup>

Total Fleet Site:	13 HD Bays
Total Fire Site:	2 Bays

<sup>3</sup>Bays are sized for proper vehicle maintenance

Meets Original 10 Yr Needs

## EXISTING

### 1568 Broad Street

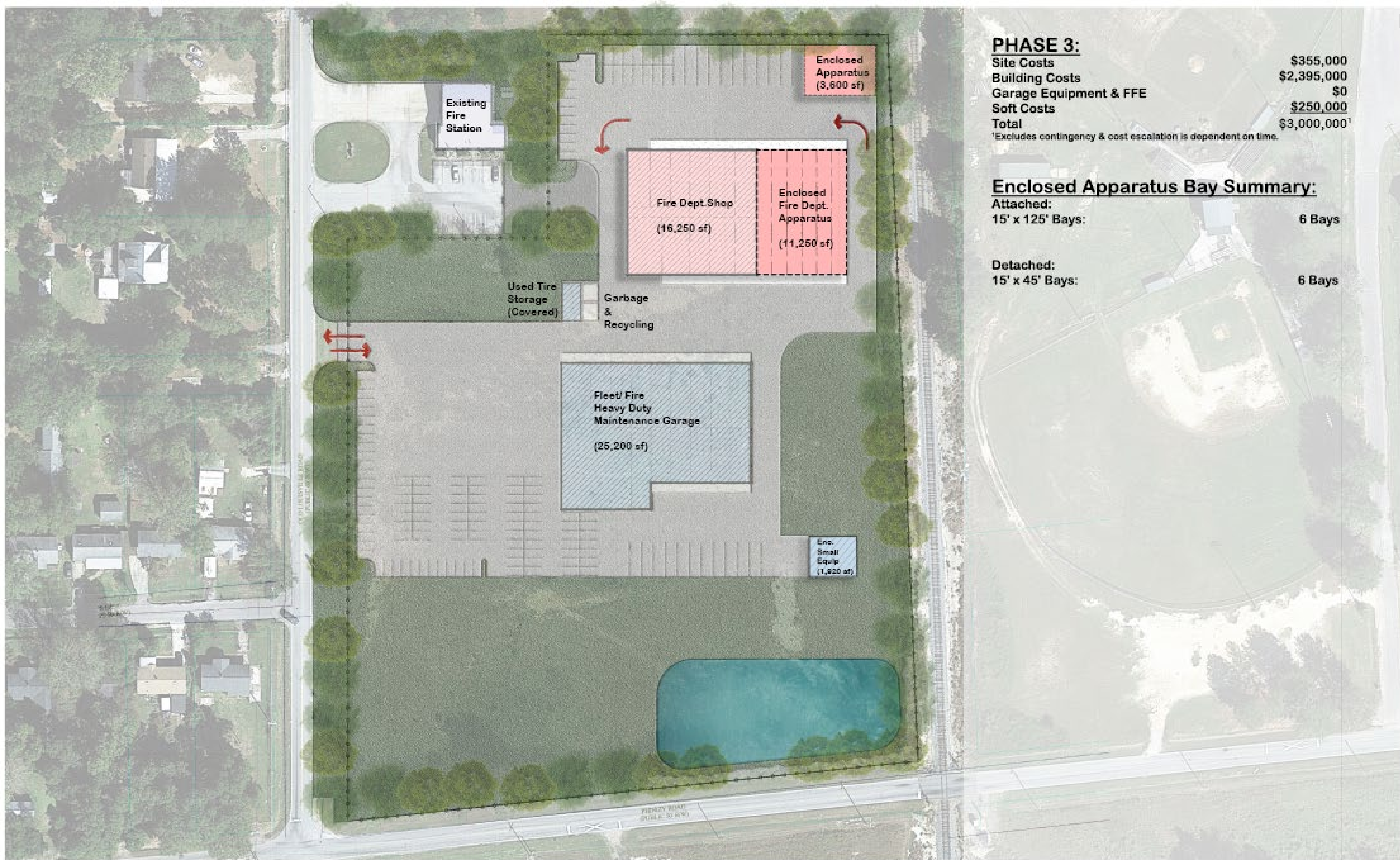
Light Duty Shop	13,300sf
Admin	720sf
Parts & Storage	3,116sf

### 2316 Tobacco Road

Heavy Duty Shop	14,770sf
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# VEHICLE FLEET SERVICE CENTER





### PHASE 3:

Site Costs	\$355,000
Building Costs	\$2,395,000
Garage Equipment & FFE	\$0
Soft Costs	\$250,000
<b>Total</b>	<b>\$3,000,000<sup>1</sup></b>

<sup>1</sup>Excludes contingency & cost escalation is dependent on time.

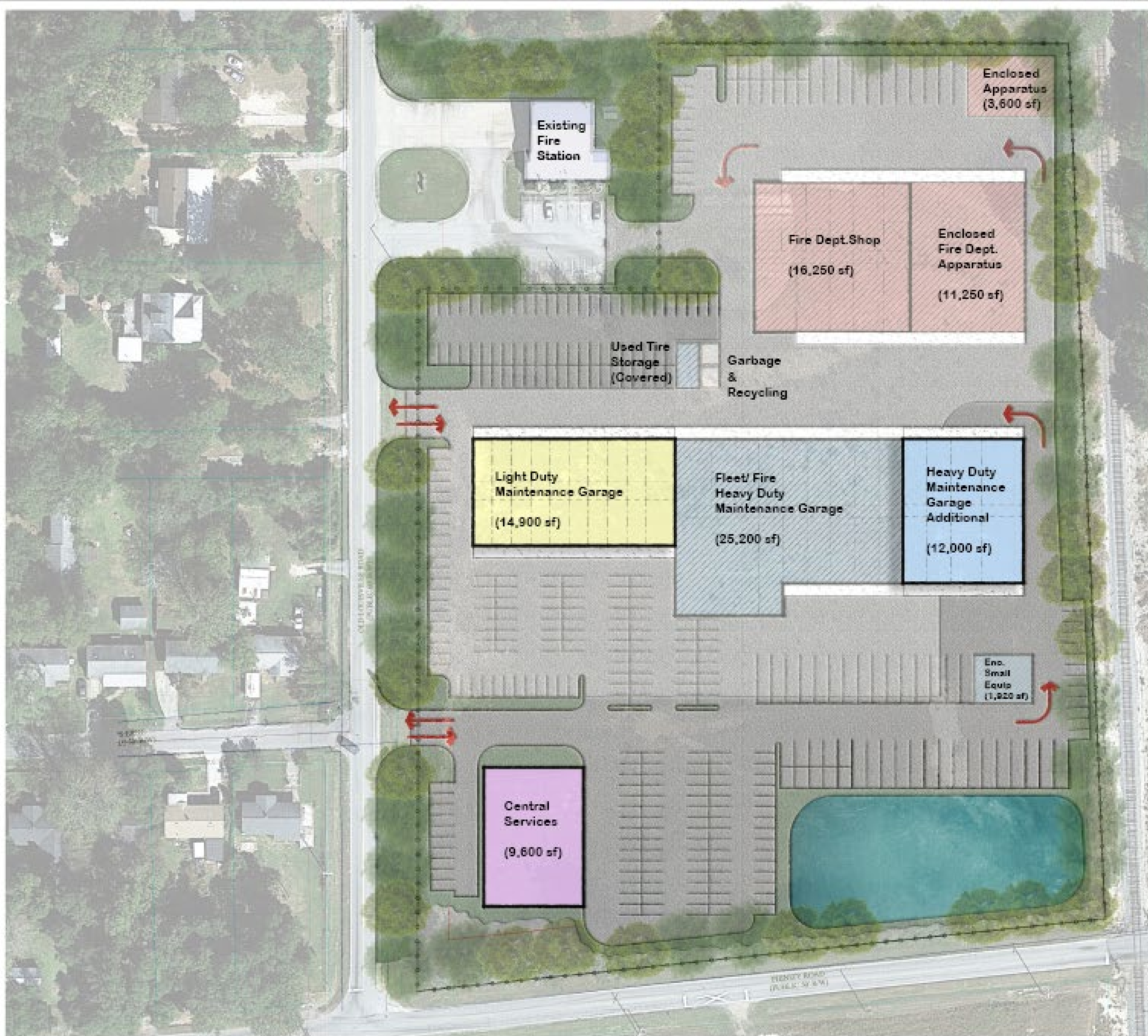
### Enclosed Apparatus Bay Summary:

Attached:  
15' x 125' Bays: 6 Bays

Detached:  
15' x 45' Bays: 6 Bays

## VEHICLE FLEET SERVICE CENTER





#### PHASE 4:

Site Costs	\$1,118,000
Building Costs	\$9,722,480
Garage Equipment & FFE	\$610,000
Soft Costs	\$1,060,000
<b>Total</b>	<b>\$12,572,480<sup>1</sup></b>

<sup>1</sup>Excludes contingency & cost escalation is dependent on time.

#### Proposed Heavy Duty Bldg. Addition:<sup>2</sup>

20 x 55 HD Bays:	4 Bays
25 x 55 HD Hyd. Bays	2 Bays
35 x 55 HD Bays	2 Bays

#### Proposed Light Duty Bldg. Addition:<sup>2</sup>

16 x 36 LD Bays	18 Bays
25 x 36 LD Bay	1 Bay

#### Maintenance Bay Build-out Summary:<sup>2</sup>

20 x 55 HD Bays	17 Bays
25 x 55 HD Hyd. Bays	2 Bays
35 x 55 HD Bays	2 Bays
16 x 36 LD Bays	18 Bays
25 x 36 LD Bay	1 Bay

#### Fire Dept. Shop Summary:<sup>2</sup>

20 x 55 Bays	7 Bays
25 x 55 Hydraulic Bays	2 Bays
15 x 125 Apparatus Bays	6 Bays
15 x 40 Apparatus Bays	6 Bays

<sup>2</sup>Bays are sized for proper vehicle maintenance

#### Existing Maintenance Bay Summary:<sup>3</sup>

Tobacco Rd Site:	11 HD Bays
Fire Dept Site:	8 Bays
Broad St Site:	12 LD Bays

<sup>3</sup>Bays are undersized for proper vehicle maintenance

## VEHICLE FLEET SERVICE CENTER





## Administrative Services Committee

Meeting Date: 7/9/2024

### Fleming Park – Additional Funding for Expanded Scope of Services

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve additional funding for purchase order 18REC416 to provide expanded scope of services related to Fleming Park in the total amount of \$460,400.50 with an included 15% contingency (\$53,530.50) to Johnson Laschober & Associates, PC.
<b>Background:</b>	The original scope of work in 2018 for PO 18REC416 was limited by available funding at the time. Following award of the contract, additional issues and funding were identified to expand the scope of the contract three contract amendments (2 in 2018 and 1 in 2020). With further funding identified and updates to the Master Plan, the Parks and Recreation Department wishes to further expand the scope of this project to include multiple features that were not included in the original scope and are listed in the attached documents.
<b>Analysis:</b>	Johnson Laschober & Associates, PC will provide professional services relating to design, permitting, construction oversight, and other related services.
<b>Financial Impact:</b>	Current Purchase Order Amount \$186,931.36 Revised Purchase Order Amount \$647,331.86 \$460,400.50; 329-06-1110/ 217-057-213
<b>Alternatives:</b>	A – Approve the request; B – Do not approve the request
<b>Recommendation:</b>	Approve additional funding for purchase order 18REC416 to provide expanded scope of services for Fleming Park in the total amount of \$460,400.50 with an included 15% contingency (\$53,530.50) to Johnson Laschober & Associates, PC.
<b>Funds are available in the following accounts:</b>	\$460,400.50; 329-06-1110/ 217-057-213





ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

**CONTRACT AMENDMENT NO. 4****PROPOSAL #:** 3042.1801**DATE:** April 15, 2024**To:** Ron Lamkin  
Interim Director Of Central Services  
Augusta Richmond County**SENT BY:** ☐ PHONE  
☐ FAX  
☒ EMAIL mmcowell@augustaga.gov**RE:** Fleming Park Contract Amendment**BY:** Darren R. Prickett, PLA, ASLA**TIME FRAME:** See attached Anticipated Schedule**FEE:** Existing Contract Number – 18REC416

Existing Contract Amount - \$186,931.36 (See Attached Fee Breakdown Summary)

New Scope and Fee - 6.5% of \$6,100,324.85 Owner's Budget = \$396,521.12 minus 10% Credit –

Proposed Amendment No.4 - **\$356,870****+ \$53,530.50 (Design Contingency)****+\$50,000 (Estimated Reimbursables)****TOTAL \$460,400.50****SCOPE OF SERVICES:**

Johnson, Laschober and Associates (JLA) appreciates the opportunity to provide professional engineering, architecture and landscape architecture design services related to the expanded project program and updated design scope at Fleming Park. The project scope will include:

Building

- A. New exterior doors, frames and hardware
- B. New interior doors, frames and hardware
- C. Building ADA accessibility from the pool deck
- D. ADA improvements to the front of the building
- E. New roof

Pool

- A. New fencing with privacy screens
- B. New lighting and building lighting in pool area
- C. New pool plaster surfacing and new lane striping
- D. Repair and resurfacing of pool deck

Site

- A. New High School Regulation baseball field including dugouts, bleachers, backstop, scoring platform, scoreboard, lighting and fencing.
- B. New High School regulation softball field including dugouts, bleachers, backstop, scoring platform, scoreboard, lighting and fencing.
- C. Restroom Pavilion
- D. Flag Court
- E. Perimeter fencing and vehicular gates to improve site security
- F. Multipurpose green space with active and passive recreation opportunities
- G. Paved perimeter walking path
- H. Picnic pavilions and seating located adjacent to the multipurpose green space



- I. New pedestrian lighting at walking path
- J. New park entrance digital monument sign
- K. Melquan Robinson Memorial

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOB & ASSOCIATES, P.C.



Darren R. Prickett, ASLA, PLA  
President & CEO

Attachments:

JLA Fee Breakdown  
Project Timeline  
Project Schedule

Meeting Minutes 001 and 0023042  
Preliminary Cost Estimate and Master Plan  
Purchase Order Original Fee  
Purchase Order Revised 1  
Purchase Order Revised 2  
Purchase Order Revised 3



## Fleming Park Fee Breakdown

JLA Project Number 3042.1801

Original Fee - \$98,040 based on 8.9% of 1.1 Million (Original Owner's Budget)

Amendment #1 - \$11,202 for Owner added scope (ADA Restrooms)

Amendment #2 - \$13,189.36 for Owner requested Electrical review of ballfield issues

Amendment #3 - \$64,500 for Owner revised scope to passive park

Existing Contract Fee with Fee Amendments - \$186,931.36

New Scope and Fee - 6.5%\* of \$6,100,324.85 Owner's Budget - \$396,521.12

10% Credit for Previous Design Completed - \$39,651.02

**New Fee - \$356,870 (Not including Reimbursable)**

Design Development (25%) – \$89,217.50

Construction/Permit Documents (45%) – \$160,591.50

Bidding (10%) – \$35,687.00

Construction Administration (20%) – \$71,374.00

Reimbursable Expenses (Survey, As-Builts, Permit and Bid Printing, Review Fees, Mileage, etc) - \$50,000

\*Fee percentage reduced from 8.9% to 6.5% for previous work completed and updated construction budget.



## Fleming Park Project Timeline

JLA Project Number 3042.1801

March 2018 – Notice To Proceed Received

March 2018 – Kick-off Meeting with Owner Representatives (Ref. Meeting Minutes 001)

April 2018 – Bernie Ward Restroom Renovations added to project scope (Contract Amendment No.1)

July 2018 – Design documents completed and issued for permitting

October 2018 – Melquan Robinson tragedy

Project put on hold. JLA asked to assist the city with facility electrical reviews (Contract Amendment No.2)

May 2019 – Various park redevelopment concepts presented to the client. Concepts ranged from re-building the existing park with new ball fields to recreating the park in a more passive park model

February 2020 – JLA directed to move forward with new scoped passive park design including a restroom building and a memorial for Melquan Robinson (Contract Amendment No.3)

July 2020 – Design documents completed and issued for permitting

August 2020 – JLA instructed to hold on the project and to look at adding ball fields back in scope

February 2021 – JLA directed to revisit concepts and cost estimates

March 2021 – Three new concepts presented to Commission

February 2022 – Met with owner's representatives to discuss the history of the Fleming Park project

March 2022 – Meeting with owner's representatives to discuss new project scope and steps forward (Ref. Meeting Minutes No.2)

April 2022 – Master Plan and Cost Estimate updated based on revised scope

Summer 2022 – Discussions regarding the scope for new scoring tower at the proposed ball fields

November 2022 – JLA presented the latest park redevelopment Concept and Cost Estimate to the Public Services Committee and given approval to move forward with the plan as presented

December 2022 – JLA contract amendment submitted to owner's representative

January 2023 – JLA developed a Site Demolition Package with Specifications for public bidding. This package along with Contract Amendment No.4 submitted to Commission for approval.

May 2023 – Demolition Pre-bid site meeting



## Fleming Park Project Schedule

JLA Project Number 3042.1801

January 2024 – Site Demolition begins (Plans previously completed.) (Approx. Fee \$25,000)

February 2024 – Updated Topographic Survey and Design Utility Locate complete. (Approx. Fee \$32,000)

February 2024 – Site Design for Permitting and Bidding starts. (Approx. Fee \$195,000)

Summer 2024 – Permitting and Bidding (Approx. Fee \$35,000)

Fall 2024 – Construction begins. (Approx. Fee \$70,000)

Summer 2025 - Construction complete.





ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## MEETING MINUTES

**MEETING MINUTES #:** 001

**DATE:** December 13, 2019

**PROJECT:** Fleming Park Improvements

**JLA #:** 3042.1801

**SUBJECT:** Scope change

**ATTENDEES:** Robert Martin - Augusta Richmond County Rec Dept.  
 Ronald Houck – Augusta Richmond County Rec Dept.  
 Darren Prickett - JLA  
 Rett Harbeson - JLA

1. Ron Houck kicked off the meeting by updating JLA on the new SPLOST budgets. Fleming Park currently has a \$1 million dollar budget for this phase of improvements.
2. The Safety Related improvements are first priority, safety improvements include:
  - a. Remove existing fence
  - b. Remove existing lighting
  - c. Remove electrical transformer
  - d. Remove the existing scoring tower
3. The new concept for Fleming park to is be a passive park with open multipurpose fields surrounded by a walking trail.
4. JLA will also work with Augusta Parks and Rec to develop a concept for a memorial for Melquan Robinson to be included in this phase.
5. Other components to the phase include:
  - a. Replaster Pool
  - b. Removal of raised planter on Pool deck
  - c. New interior restrooms
  - d. New Exterior Doors and hardware
  - e. New Gym lighting
  - f. Walking Track with Pedestrian scale lights provided by Georgia Power
  - g. Multi-Purpose Fields (including new turf, irrigation improvements, and fine grading)
  - h. Restroom/Picnic Facility
  - i. Entrance Plaza/Memorial

**SUBMITTED BY:** Rett Harbeson, PLA  
 JOHNSON, LASCHOB & ASSOCIATES, P.C.

**cc:** File

*The foregoing conveys our understanding of items discussed and decisions reached during this meeting and shall be considered to be correct and binding unless notice to the contrary is brought to our attention within ten (10) days.*

Johnson, Laschober & Associates, PC  
 1296 Broad Street  
 P.O. Box 2103  
 Augusta, GA 30903

Telephone: 706-724-5756  
 Fax: 706-724-3955  
 Web Site: www.theJLAgroup.com  
 Email: jla@theJLAgroup.com  
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ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## MEETING MINUTES

**MEETING MINUTES #:** 002

**DATE:** March 28, 2022

**PROJECT:** Fleming Park Improvements

**JLA #:** 3042.1801

**SUBJECT:** Scope change

**ATTENDEES:** Maurice McDowell, Director of Augusta Richmond County Parks and Recreation  
 Ron Lampkin – Director of Augusta Richmond County Central Services  
 Darren Prickett - JLA  
 Rett Harbeson - JLA

1. Previously completed Master Plans for the facility were reviewed and examined on-site.
2. Program items for the building were discussed, the following items will be included as part of the Building Improvements:
  - a. Exterior Doors, Hardware, and frames to be replaced.
  - b. Interior Doors, Hardware, and frames to be replaced.
  - c. Accessibility to the building from the pool deck will be addressed.
  - d. ADA Improvements to the front building.
  - e. New Roof
3. Program items for the pool were discussed, the following items will be included in the pool upgrades.
  - a. New 10' fencing with privacy screens
  - b. New lighting included wall lights on the building.
  - c. Replaster and new lane striping
  - d. Repairs to Pool Deck with a new coating.
4. Program items for the site were discussed, the following items will be included in the site improvements.
  - a. High School Regulation Baseball Field (including New Dugouts, Bleachers, Scoring Platform, Lights, scoreboards, and Fencing)
  - b. High School Regulation Softball Field (including New Dugouts, Bleachers, Scoring Platform, Lights, scoreboards, and Fencing)
  - c. Restroom Pavilion
  - d. Flag Court
  - e. Perimeter Fencing and Vehicular Gates to secure the site.
  - f. Passive Park with open space for an athletic field setup.
  - g. Walking Track
  - h. Picnic Pavilions and Benches (Located around the Passive Park Field)
  - i. New Pedestrian Lights for the Passive Park
  - j. New Entry with Digital Monument Sign
  - k. Melquan Robinson Memorial.

***The foregoing conveys our understanding of items discussed and decisions reached during this meeting and shall be considered to be correct and binding unless notice to the contrary is brought to our attention within ten (10) days.***

Johnson, Laschober & Associates, PC  
 1296 Broad Street  
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 Augusta, GA 30903

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 Fax: 706-724-3955  
 Web Site: www.theJLAgroup.com  
 Email: jla@theJLAgroup.com  
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Meeting Minutes No.  
[ENTER DATE HERE]  
Page 2

5. JLA will participate with the Owner in meetings with the family of Melquan Robinson to include them in the design of the memorial.
6. The next steps are to update the Master Plan and Cost Estimate to get Owner approval. Once approved JLA will provide a change order to the current contract for design, bidding and construction administration for the new scope of work.

**SUBMITTED BY:** Rett Harbeson, PLA  
JOHNSON, LASCHOB & ASSOCIATES, P.C.

**cc:** File





## FLEMING PARK IMPROVEMENTS

Augusta, GA

PRELIMINARY COST ESTIMATE - CONCEPT DESIGN AND PROGRAM

### I. BERNIE WARD COMMUNITY CENTER IMPROVEMENTS:

	QUANTITY	UNIT PRICE	TOTAL
AGA Restroom Improvements	SF	500' @ \$ 175.00	\$ 87,500.00
Accessibility at Pool Deck	EA	1 @ \$ 25,000.00	\$ 25,000.00
Exterior Doors, Hardware and Frames	EA	12 @ \$ 2,000.00	\$ 24,000.00
Interior Doors, Hardware and Frames	EA	30 @ \$ 1,500.00	\$ 45,000.00
New Roof	LS	1 @ \$ 200,000.00	\$ 200,000.00
Improved ADA Stairs and Landscaping at Building	LS	1 @ \$ 75,000.00	\$ 75,000.00
<b>Total Current Scope Costs:</b>			<b>\$ 456,500.00</b>

### II. POOL IMPROVEMENTS:

	QUANTITY	UNIT PRICE	TOTAL
New 8' Fencing with Privacy Screen	LF	350' @ \$ 40.00	\$ 14,000.00
New Lighting around Pool	EA	6 @ \$ 2,000.00	\$ 12,000.00
Replaster Pool with New Tiling	SF	6000 @ \$ 15.00	\$ 90,000.00
Pool Deck Repair (in Concrete)	SF	140 @ \$ 50.00	\$ 7,000.00
Pool Deck Repair and Resurfacing	SF	3000 @ \$ 8.00	\$ 24,000.00
<b>Total Current Scope Costs:</b>			<b>\$ 147,000.00</b>

### III. SITE IMPROVEMENTS:

	QUANTITY	UNIT PRICE	TOTAL
RELOCATE EXISTING TRANSFORMER	LS	1 @ \$ 115,000.00	\$ 115,000.00
REMO EXISTING SCORING TOWER	LS	1 @ \$ 50,000.00	\$ 50,000.00
REMO SIDEWALKS, FENCING, JACKSTOPS, DUGOUTS	LS	1 @ \$ 30,000.00	\$ 30,000.00
IMPROVE SITE DRAINAGE & DISTIBUTION/WATER QUALITY	SY	3000 @ \$ 7.00	\$ 21,000.00
UPGRADE WATER SUPPLY/METER JACKP-DOW	LS	1 @ \$ 75,000.00	\$ 75,000.00
SITE GRADING	CV	38 @ \$ 19.00	\$ 722.00
OVERLAY EXISTING PARKING LOT	SY	11536 @ \$ 5.00	\$ 57,680.00
PASSIVE PARK FINE GRADING, SEED AND IRRIGATION	SY	36236 @ \$ 12.00	\$ 434,832.00
MEL QUARTER ROBINSON JR. MEMORIAL	EA	1 @ \$ 75,000.00	\$ 75,000.00
RESTROOM PAVILOIN	EA	1 @ \$ 475,000.00	\$ 475,000.00
PICKET PAVILOIN	EA	2 @ \$ 45,000.00	\$ 90,000.00
NEW CONCRETE SIDEWALKS	SY	1700 @ \$ 70.00	\$ 119,000.00
ASPHALT WALKING TRAIL	SY	2800 @ \$ 15.00	\$ 42,000.00
NEW ENTRANCE WITH DIGITAL SIGN	LS	1 @ \$ 125,000.00	\$ 125,000.00
LANDSCAPING	LS	1 @ \$ 150,000.00	\$ 150,000.00
BENCHES	EA	13 @ \$ 3,000.00	\$ 39,000.00
NEW GATES AND FENCING (PORTION OF PERIMETER)	LF	710 @ \$ 35.00	\$ 24,850.00
BALL FIELDS FINE GRADING, SEED AND IRRIGATION	SY	1675 @ \$ 15.00	\$ 25,125.00
EXTER AIR SECTOR PLAZA (10' x 10' x 10' W/ 10')	EA	2 @ \$ 50,000.00	\$ 100,000.00
FIELD FENCING	LF	2000 @ \$ 15.00	\$ 30,000.00
NEW BACKSTOPS (LIKE DIAMOND LAKES)	EA	2 @ \$ 17,500.00	\$ 35,000.00
NEW DUGOUTS	EA	4 @ \$ 8,500.00	\$ 34,000.00
NEW FIELD LIGHTING & POWER DISTRIBUTION	LS	1 @ \$ 300,000.00	\$ 300,000.00
<b>Total Site Improvements:</b>			<b>\$ 1,156,222.00</b>

<b>Sub Total</b>			<b>\$ 4,612,722.00</b>
15% CONTINGENCY TO SUB TOTAL			\$ 691,908.30
15% ESCALATION TO SUM OF SUB TOTAL AND CONTINGENCY FOR 2024 CONSTRUCTION			\$ 795,694.55
<b>TOTAL</b>			<b>\$ 6,100,324.85</b>

Augusta  
GEORGIA  
RECREATION & PARKS

FLEMING PARK  
MASTER PLAN AND COST ESTIMATE  
(APRIL 19, 2022 (REVISED 12/1/2023))

JL  
JL  
JL



# AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

## PURCHASE ORDER

PURCHASE ORDER NO.  
18REC416REQUISITION/QUOTE NO.  
R298496

DATE 03/16/18	DEPARTMENT 061110	VENDOR PHONE #			
VENDOR # 8657	E-VERIFY#	EMAIL		PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.	
VENDOR JOHNSON LASCHOB AND ASSOC P O BOX 2103 AUGUSTA, GA 30901				ATTN: BID NUMBER: 17277  CONTRACT #: 18REC416 BUYER: NANCY	
SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906				BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2336  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FLEMING PARK IMPROVEMENT DESIGN SERVICES  APPROVED BY COMMISSION 2/20/18. ITEM #14  329-06-1110/52-12115	98,040.00	98,040.00

## CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 98,040.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

VENDOR COPY



## PURCHASE ORDER

## AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.  
18REC416  
REQUISITION/QUOTE NO.  
R298496

DATE 03/16/18	DEPARTMENT 061110	VENDOR PHONE #
VENDOR # 8657	E-VERIFY #	EMAIL

PURCHASE ORDER NUMBER ABOVE  
MUST APPEAR ON ALL INVOICES,  
SHIPPING PAPERS, AND PACKAGES.

VENDOR JOHNSON LASCHOBBER AND ASSOC P O BOX 2103 AUGUSTA, GA 30901	ATTN: CO #1 BID NUMBER: 17277  CONTRACT #: 18REC416 BUYER: NANCY
---	--

SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FLEMING PARK IMPROVEMENT DESIGN SERVICES  APPROVED BY COMMISSION 2/20/18. ITEM #14  329-06-1110/52-12115	98,040.00	98,040.00
0002	1	EACH		CO #1: ADDITIONAL A&E SERVICES TO HAVE THE RESTROOMS AT BERNIE WARD RENOVATED TO MEET ADA GUIDELINES  APPROVED BY ADMINISTRATOR  272-06-1313/52-12115	11,202.00	11,202.00

CORRECTION:  
DATE 12/21/18 INITIALS [Signature]  
DISSEMINANCE:  
DATE \_\_\_\_\_ INITIALS \_\_\_\_\_  
DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

## CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales taxes and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Insider delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 109,242.00

APPROVED FOR ISSUE

*G.A. Smith*  
PROCUREMENT DIRECTOR

VENDOR COPY



## PURCHASE ORDER

## AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

3042.1801  
Item #3

DATE 05/29/19		DEPARTMENT 061110		VENDOR PHONE #		PURCHASE ORDER NO. 18REC416	
VENDOR # 8657		E-VERIFY #		EMAIL		REQUISITION/QUOTE NO. R298496	
VENDOR JOHNSON LASCHOB AND ASSOC P O BOX 2103 AUGUSTA, GA 30901						PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.	
SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906						BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335	
ATTN: CO #2 BID NUMBER: 17277  CONTRACT #: 18REC416 BUYER: NANCY						ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FLEMING PARK IMPROVEMENT DESIGN SERVICES  APPROVED BY COMMISSION 2/20/18. ITEM #14  329-06-1110/52-12115	98,040.00	98,040.00
0002	1	EACH		CO #1: ADDITIONAL A&E SERVICES TO HAVE THE RESTROOMS AT BERNIE WARD RENOVATED TO MEET ADA GUIDELINES  APPROVED BY ADMINISTRATOR  272-06-1313/52-12115	11,202.00	11,202.00
0003	1	EACH		CO #2: ADDITIONAL A&E SVCS FOR DESIGN ON FLEMING PARK IMPROVEMENTS  COMMISSION APPROVAL 2/27/19 APPROVED BY ADMIN 5/23/19  272-06-1313/52-12115	13,189.36	13,189.36

## CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only. Title will not be required.
- DELIVERY TICKET MUST ACCOMPANY GOODS
- No back orders. We will reorder if available.
- Please make deliveries between 8 A.M. and 4 P.M.
- All goods received with subsequent freight charges and return to Vendor's expense. Effective 01/01/18 all complaints with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 122,431.36

APPROVED FOR ISSUE

*G.A. Sams*

PROCUREMENT DIRECTOR

VENDOR COPY



## PURCHASE ORDER

## AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 2 of 2

PURCHASE ORDER NO.  
18REC416

DATE 06/29/20	DEPARTMENT 061110	VENDOR PHONE #		REQUISITION/QUOTE NO. R298496
VENDOR # 8657	E-VERIFY #	EMAIL		PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR JOHNSON LASCHOB AND ASSOC P O BOX 2103 AUGUSTA, GA 30901			ATTN: CO #3 BID NUMBER: 17277  CONTRACT #: 18REC416 BUYER: NANCY	
SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906			BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0004	1	EACH		CO #3: INCREASE IN DESIGN AND ENGINEERING FEE DUE TO REVISED SCOPE AND REVISED MASTER PLAN FOR THE PARK  APPROVED BY COMMISSION3/19/20, ITEM #16  329-06-1110/52-12115	64,500.00	64,500.00

## CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales ~~excise~~ and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will tender if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return all vendors expense if defective or not in compliance with our specifications.
- Inspect delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 186,931.36

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

REQUISITIONER