



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, May 27, 2025
1:15 PM

ADMINISTRATIVE SERVICES

1. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
2. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family units to be sold to low income homebuyer.
3. Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department. (Bid 25-162)
4. Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company. (RFQ 18-164 - 22CSA046)
5. Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.
6. Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
7. Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
8. Motion to **approve** the May 13, 2025 Administrative Services Committee meeting minutes.



Administrative Services Committee Meeting

Meeting Date: 05/27/2025

HCD_ Vital Steps HOME Funding Request

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Background:	<p>Vital Steps has completed two single family units under the supervision and guidance of Sand Hills Urban Development. Vital Steps continue to show interest in developing affordable housing in the Sand Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>Vital Steps is requesting:</p> <ul style="list-style-type: none">• 521 Second Avenue, Augusta, GA 30904: Funding Request: \$102,950.00 <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.</p>
Analysis:	Approval of the contract will allow the partnership to construct (1) single family unit in the Sand Hills area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 102,950.00 to assist in the construction of one single family affordable housing unit.

Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrative Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

VITAL STEPS DEVELOPMENT CORP., LLC

In the amount of

\$ 102,950.00**One Hundred Two Thousand Nine Hundred Fifty Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“521 Second Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Vital Steps Development Corp., LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*VITAL STEPS DEVELOPMENT CORP.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Vital Steps Development Corp. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Vital Steps Development Corp. for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Vital Steps Development Corp. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Vital Steps agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Vital Steps to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Vital Steps Development Corp. has requested, and Augusta has approved a total of \$ 102,950.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Vital Steps Development Corp. agrees to utilize approved HOME funds to support project related costs associated with property located at 521 Second Avenue, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, VITAL STEPS DEVELOPMENT CORP. must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Vital Steps Development Corp. for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **102,950.00** in a HOME funds shall be expended by Vital Steps Development Corp. from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 521 Second Avenue in the Sand Hills Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by VITAL STEPS DEVELOPMENT CORP.. This unit will be constructed by Vital Steps Development Corp. and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 521 Second Avenue, Augusta, Georgia 30901

Initial: _____

C. Program Location and Specific Goals to be Achieved

Vital Steps Development Corp. shall conduct project development activities and related services in its project area known as Sand Hills that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Vital Steps Development Corp. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Vital Steps Development Corp. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. VITAL STEPS DEVELOPMENT CORP. will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Vital Steps Development Corp. will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Vital Steps Development Corp. will carry out this project with implementation oversight provided by HCD. Vital Steps Development Corp. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Vital Steps Development Corp., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$102,950.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Vital Steps Development Corp. compliance with all terms and

conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Vital Steps Development Corp. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Vital Steps Development Corp. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Vital Steps Development Corp. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$102,950.00 of this single project and seeks to provide Vital Steps Development Corp. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 102,950.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow VITAL STEPS DEVELOPMENT CORP. to retain 25% of sales proceeds to further future HOME development. (Example: 521 Second Avenue sales for \$195,000; VITAL STEPS DEVELOPMENT CORP. retains \$48,750.00 (25%) and pays HCD \$ 71,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

Vital Steps Development Corp. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Vital Steps Development Corp. will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Vital Steps Development Corp. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Vital Steps Development Corp. agrees that the unit being constructed at 521 Second Avenue is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Vital Steps Development Corp. shall be paid a total consideration of no more than \$ **102,950.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Vital Steps Development Corp. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Vital Steps Development Corp.

2. Vital Steps Development Corp. shall adhere to the following budget in the performance of this contract:

Construction **\$ 102,950.00**

TOTAL HOME PROJECT COST: \$ 102,950.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Vital Steps Development Corp. (whichever date is later) and shall end at the completion of all program

activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Vital Steps Development Corp. or any contractor/subcontractor hereunder. All payments to Vital Steps Development Corp. by Augusta will be made on a per performance request through the AIA Document.
- B. Vital Steps Development Corp. shall maintain a separate account and accounting process for HOME funding sources.
- C. Vital Steps Development Corp. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Vital Steps Development Corp. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Vital Steps Development Corp. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Vital Steps Development Corp. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Vital Steps Development Corp..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Vital Steps Development Corp. control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Vital Steps Development Corp..
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Vital Steps Development Corp.
- E. If Vital Steps Development Corp. is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Vital Steps Development Corp. shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Vital Steps Development Corp. shall maintain records that document all clients served with HOME funds. In addition, Vital Steps Development Corp. shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Vital Steps Development Corp., shall provide the information and verification described above.

Vital Steps Development Corp. shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Vital Steps Development Corp. with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Vital Steps Development Corp. shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Vital Steps Development Corp. shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Vital Steps Development Corp. shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Vital Steps Development Corp. shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Vital Steps Development Corp.'s fiscal year. Vital Steps Development Corp. is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Vital Steps Development Corp. shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Vital Steps Development Corp.' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Vital Steps Development Corp. agrees to comply with the Open Records Act should a request be submitted to it. Further, Vital Steps Development Corp. agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Vital Steps Development Corp. will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Vital Steps Development Corp. will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Vital Steps Development Corp.' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Vital Steps Development Corp. shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Vital Steps Development Corp. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Vital Steps Development Corp.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year

thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Vital Steps Development Corp. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Vital Steps Development Corp.. In such instances, Vital Steps Development Corp. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Vital Steps Development Corp..
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Vital Steps Development Corp. agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Vital Steps Development Corp. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Vital Steps Development Corp. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any

obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Vital Steps Development Corp. if the agreement is in default or has been breached in any manner.

3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Vital Steps Development Corp. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Vital Steps Development Corp. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Vital Steps Development Corp. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Vital Steps Development Corp. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Vital Steps Development Corp. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Vital Steps Development Corp. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Vital Steps Development Corp. will in all solicitations or advertisements for employees placed by or on behalf of Vital Steps Development Corp.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Vital Steps Development Corp. agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Vital Steps Development Corp. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Vital Steps Development Corp. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Vital Steps Development Corp. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Vital Steps Development Corp. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Vital Steps Development Corp. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Vital Steps Development Corp. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Vital Steps Development Corp. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Vital Steps Development Corp. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Vital Steps Development Corp. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Vital Steps Development Corp. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Vital Steps Development Corp. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Vital Steps Development Corp. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vital Steps Development Corp. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Vital Steps Development Corp. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Vital Steps Development Corp. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Vital Steps Development Corp. will not discriminate against any person applying for shelter on the basis of religion. Vital Steps Development Corp. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Vital Steps Development Corp. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Vital Steps Development Corp. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Vital Steps Development Corp. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Vital Steps Development Corp. cures any breach of the contract. If Vital Steps Development Corp. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Vital Steps Development Corp. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Vital Steps Development Corp. for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Vital Steps Development Corp. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Vital Steps Development Corp. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Vital Steps Development Corp. will receive all notices at the address indicated below:

Vital Steps Development Corp.
2573 Wheeler Road
Augusta, Georgia 30904

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Vital Steps Development Corp. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Vital Steps Development

Corp. specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Vital Steps Development Corp. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Vital Steps Development Corp. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Vital Steps Development Corp. handling or charged with the responsibility for handling funds and property pursuant to this contract. VITAL STEPS DEVELOPMENT CORP. shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Vital Steps Development Corp. shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Vital Steps Development Corp. hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Vital Steps Development Corp. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr./Shauntia Lewis
As its Director/Deputy Director HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Vital Steps Development Corp.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Vital Steps Development Corp. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Vital Steps Development Corp. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Vital Steps Development Corp. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$102,950.00** in Year 2023 HOME Investment Partnerships Funds to Vital Steps Development Corp.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Vital Steps Development Corp. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Vital Steps Development Corp. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

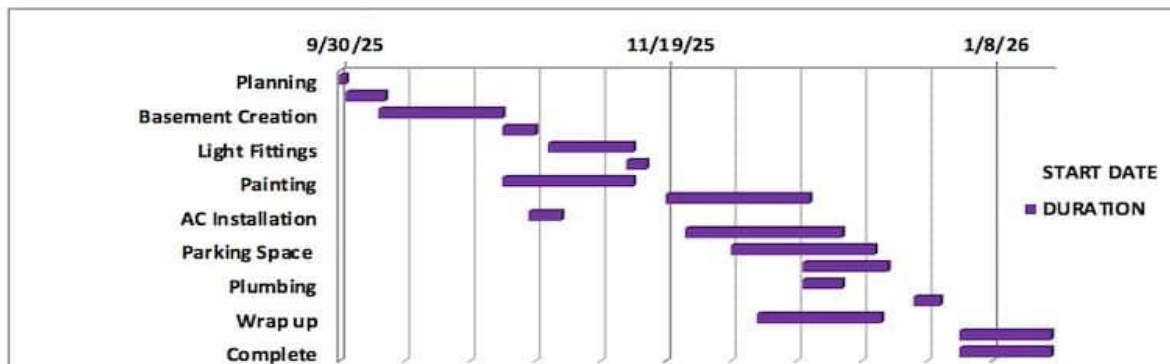
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Vital Steps Development Corp. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Vital Steps Development Corp. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Vital Steps Development Corp. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Vital Steps Development Corp. must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
- e. Vital Steps Development Corp. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

VITAL STEPS DEVELOPMENT CORP. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	





Administrative Services Committee Meeting

Meeting Date: 05/27/2025

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family units to be sold to low income homebuyer.
Background:	<p>Augusta/CSRA Habitat for Humanity has completed two single family units under the supervision and guidance of South Augusta Urban Development. Augusta/CSRA Habitat for Humanity continue to show interest in developing affordable housing in the South Augusta area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:</p> <p>Augusta/CSRA Habitat for Humanity is requesting:</p> <ul style="list-style-type: none"> • 3035 Hummingbird Lane, Augusta, GA 30906: Funding Request: \$80,102.22 • 3037 Hummingbird Lane, Augusta, GA 30906: Funding Request: \$80,102.22 <p>The funding request is to assist with the cost associated with the construction of two (2) single family affordable units.</p>
Analysis:	Approval of the contract will allow the partnership to construct two (2) single family units in the South Augusta area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of

\$160,204.44 to assist in the construction of two single family affordable housing unit.

Item 2.

Alternatives:

Do not approve HCD’s Request. HCD will not be able to expend funding for the use and intention of the HOME Program. We will not be able to provide affordable housing to low to moderate income households.

Recommendation:

Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family unit to be sold to low income homebuyer.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 80,102.22**Eighty Thousand One Hundred Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“3035 Hummingbird Lane – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*HABITAT FOR HUMANITY.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Habitat for Humanity to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ 80,102.22 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 3035 Hummingbird Lane, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, HABITAT FOR HUMANITY must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **80,102.22** in HOME funds shall be expended by Habitat for Humanity from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 3035 Hummingbird Lane in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 3035 Hummingbird Lane, Augusta, Georgia 30906

b. Developer’s Fee

An amount not to exceed \$ **31,259.40** in HOME funds shall be provided to Habitat for Humanity from Year 2023 HOME Program funds for administration and coordination of the construction of

the development of one (1)) single family unit within the Habitat Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of unit is completed, and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat for Humanity shall conduct project development activities and related services in its project area known as that incorporates the following boundaries: Peach Orchard Road on the North, Gordon Highway to the West, Hwy 25 on the South and Lumpkin Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. HABITAT FOR HUMANITY will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$ 80,102.22 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs in the amount of \$48,842.82 of this single project and seeks to provide Habitat for Humanity with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 80,102.22** of the total development costs plus developer's fee of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Habitat for Humanity agrees that the unit being constructed at 3035 Hummingbird Lane is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than \$ **80,102.22** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	\$ 48,842.82
Developer's Fee	31,259.40
TOTAL HOME PROJECT COST:	\$ 80,102.22

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.
- B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.
- C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Habitat for Humanity control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

- b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Habitat for Humanity.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Habitat for Humanity
- E. If Habitat for Humanity is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Habitat for Humanity shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Habitat for Humanity shall maintain records that document all clients served with HOME funds. In addition, Habitat for Humanity shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Habitat for Humanity, shall provide the information and verification described above.

Habitat for Humanity shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Habitat for Humanity with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Habitat for Humanity shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Habitat for Humanity shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Habitat for Humanity shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Habitat for Humanity shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Habitat for Humanity's fiscal year. Habitat for Humanity is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Habitat for Humanity shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Habitat for Humanity's records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Habitat for Humanity agrees to comply with the Open Records Act should a request be

submitted to it. Further, Habitat for Humanity agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Habitat for Humanity will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Habitat for Humanity will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Habitat for Humanity's board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Habitat for Humanity shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Habitat for Humanity
1301 Greene Street
Augusta, Georgia 30901

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. HABITAT FOR HUMANITY shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr./Shauntia Lewis
As its Director/Deputy Director HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Habitat for Humanity
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$80,102.22** in Year 2023 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

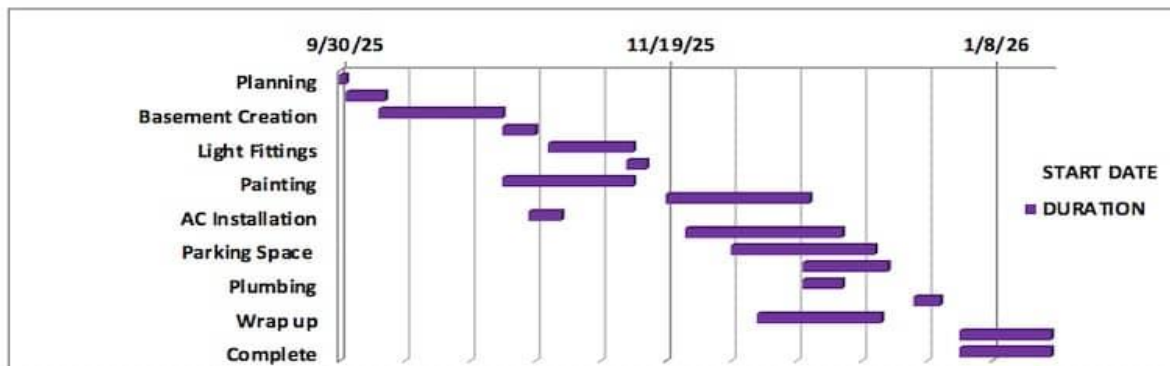
4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
 - b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
 - c. Habitat for Humanity must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
 - d. Habitat for Humanity must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
 - e. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	



CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 80,102.22**Eighty Thousand One Hundred Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“3037 Hummingbird Lane – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*HABITAT FOR HUMANITY.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Habitat for Humanity to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ 80,102.22 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 3037 Hummingbird Lane, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, HABITAT FOR HUMANITY must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **80,102.22** in HOME funds shall be expended by Habitat for Humanity from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 3037 Hummingbird Lane in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 3037 Hummingbird Lane, Augusta, Georgia 30906

b. Developer’s Fee

An amount not to exceed \$ **31,259.40** in HOME funds shall be provided to Habitat for Humanity from Year 2023 HOME Program funds for administration and coordination of the construction of

the development of one (1)) single family unit within the Habitat Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of unit is completed, and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat for Humanity shall conduct project development activities and related services in its project area known as that incorporates the following boundaries: Peach Orchard Road on the North, Gordon Highway to the West, Hwy 25 on the South and Lumpkin Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. HABITAT FOR HUMANITY will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$ 80,102.22 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs in the amount of \$48,842.82 of this single project and seeks to provide Habitat for Humanity with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 80,102.22** of the total development costs plus developer's fee of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Habitat for Humanity agrees that the unit being constructed at 3037 Hummingbird Lane is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than \$ **80,102.22** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	\$ 48,842.82
Developer's Fee	31,259.40
TOTAL HOME PROJECT COST:	\$ 80,102.22

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.
- B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.
- C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Habitat for Humanity control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

- b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Habitat for Humanity.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Habitat for Humanity
- E. If Habitat for Humanity is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Habitat for Humanity shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Habitat for Humanity shall maintain records that document all clients served with HOME funds. In addition, Habitat for Humanity shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Habitat for Humanity, shall provide the information and verification described above.

Habitat for Humanity shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Habitat for Humanity with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Habitat for Humanity shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Habitat for Humanity shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Habitat for Humanity shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Habitat for Humanity shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Habitat for Humanity's fiscal year. Habitat for Humanity is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Habitat for Humanity shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Habitat for Humanity's records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Habitat for Humanity agrees to comply with the Open Records Act should a request be

submitted to it. Further, Habitat for Humanity agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Habitat for Humanity will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Habitat for Humanity will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Habitat for Humanity's board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Habitat for Humanity shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Habitat for Humanity
1301 Greene Street
Augusta, Georgia 30901

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. HABITAT FOR HUMANITY shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr./Shauntia Lewis
As its Director/Deputy Director HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Habitat for Humanity
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$80,102.22** in Year 2023 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

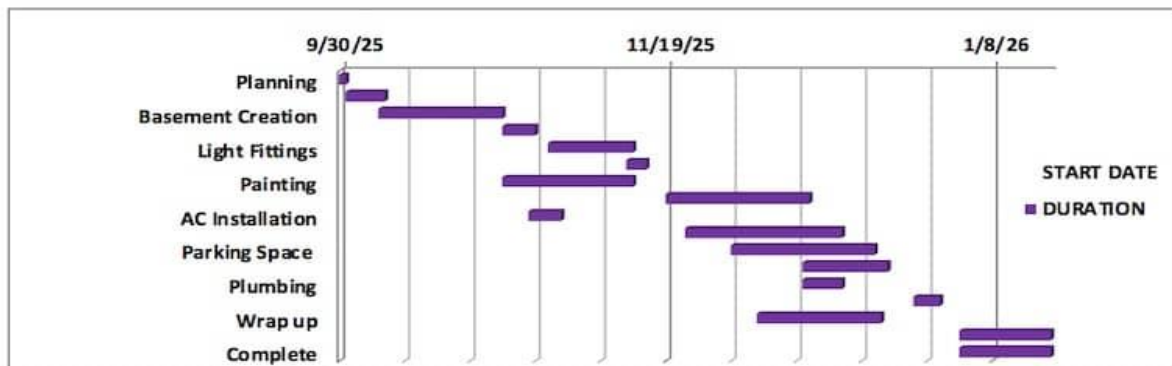
4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
 - b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
 - c. Habitat for Humanity must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
 - d. Habitat for Humanity must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
 - e. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	





Administrative Services Committee Meeting

Meeting Date:

2025 – Utilities-Administration – Bid #25-162

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department. (Bid 25-162)
Background:	The Augusta Utilities Department is requesting the purchase of a trailer hydro excavator. The equipment is used for field work pertaining to specific residential water infrastructure projects. This equipment will be heavily utilized in upcoming projects, such as the Lead/Copper Rule Improvements (LCRI) and the Utilities Meter AMI project.
Analysis:	The Procurement Department published via the Augusta Code a competitive bid process for a Trailer Hydro Excavator. Invitations to bid were sent to 21 vendors with 3 compliant bids received. Vermeer Southeast Sales & Services' bid offer is the lowest bid and meets all the requirements of the specifications.
Financial Impact:	Funding in the amount of \$84,820 is available in the following accounts: <ul style="list-style-type: none"> • 506-04-3410/54-22510
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department.
Funds are available in the following accounts:	506-04-3410/54-22510
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 15, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **815 0877 0880**; Passcode: **25162** for furnishing:

Bid Item #25-162 2025/2026 Trailer Hydro Excavator for Augusta, GA – Central Service Department – Fleet Management Division

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 28, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

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

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

DARRELL WHITE, INTERIM Procurement Director

Publish:

Augusta Chronicle	March 6, 13, 20, 27, 2025
Metro Courier	March 6, 2025



**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
for Augusta, Georgia- Central Services Department-Fleet Maintenance**
Bid Due: Tuesday, April 15, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21

Total Number Specifications Download (Demandstar): 5

Total Electronic Notifications (Demandstar): 117

Pre-Bid Conference Attendees: N/A

Georgia Procurement Registry: 869

Total packages submitted: 3

Total Non-Compliant: 0

Vendors	Vermeer Southeast Sales & Service 2965 McEver Rd. Buford, GA 30518	Siak Enterprise LLC 901 Hampton Hill Court Lawrenceville, GA 30044	Jet-Vac Equipment Company, LLC 5500 S Cobb Drive, Building 200 Suite 210 Atlanta, GA 30339
Attachment B	YES	YES	YES
E-Verify Number	111350	2516665	804190
SAVE Form	YES	YES	YES
Exceptions	YES	NO	NO
6.00 Additional Items To Be Included In Pricing:			
6.01 Initial Equipment Training	Included	\$0.00	\$0.00
6.02 Delivery Charge	Included	\$0.00	\$0.00
6.03 Extra Set of Keys (3 Total)	Included	\$0.00	\$0.00
6.04 Extra User's Manual (2 ea)	Included	\$0.00	\$0.00

Item 3.



**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
for Augusta, Georgia- Central Services Department-Fleet Maintenance**
Bid Due: Tuesday, April 15, 2025 @ 11:00 a.m.

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6.05				
Parts Manual (1 ea)	Included		\$0.00	\$0.00
2025/2026 Trailer Hydro Excavator				
Year	2025		2025	2025
Brand	VERMEER		KUBOTA	RING-O-MATIC
Model	LP573SDT		HX50	JV550
Bid Price	\$84,820.00		\$109,731.33	\$109,817.00
Approximate Delivery Schedule	30 DAYS		7 DAYS	NOT LISTED



Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: April 23, 2025
SUBJECT: Recommendation for Bid #25-162 – Trailer Hydro Excavator

On April 15, 2025, three proposals were received for bid #25-162, Trailer Hydro Excavator. Fleet Management recommends awarding the lowest compliant vendor, Vermeer Southeast Sales & Service of Buford, GA in the amount of \$84,820.

Vermeer Southeast Sales & Service proposal met all requirements of the bid and provides all the accessories and/or options. The specifications and exceptions have been reviewed and confirmed by the department that the equipment is equipped to be used for the department's day-to-day operations.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RL/kb

**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
for Augusta, Georgia- Central Services Department-Fleet Maintenance
Bid Due: Tuesday, April 15, 2025 @ 11:00 a.m.**

Augusta
G E O R G I A

Total Number Specifications Mailed Out: 21

Total Number Specifications Download (Demandstar): 5

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Pre-Bid Conference Attendees: N/A

Georgia Procurement Registry: 869

Total packages submitted: 3

Total Non-Compliant: 0

Vendors	Vermeer Southeast Sales & Service 2965 McEver Rd. Buford, GA 30518	Siak Enterprise LLC 901 Hampton Hill Court Lawrenceville, GA 30044	Jet-Vac Equipment Company, LLC 5500 S Cobb Drive, Building 200 Suite 210 Atlanta, GA 30339
Attachment B	YES	YES	YES
E-Verify Number	111350	2516665	804190
SAVE Form	YES	YES	YES
Exceptions	YES	NO	NO
6.00 Additional Items To Be Included In Pricing:			
6.01 Initial Equipment Training	Included	\$0.00	\$0.00
6.02 Delivery Charge	Included	\$0.00	\$0.00
6.03 Extra Set of Keys (3 Total)	Included	\$0.00	\$0.00
6.04 Extra User's Manual (2 ea)	Included	\$0.00	\$0.00



**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
for Augusta, Georgia- Central Services Department-Fleet Maintenance
Bid Due: Tuesday, April 15, 2025 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 21

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6.05	Parts Manual (1 ea)	Included	\$0.00	\$0.00
2025/2026 Trailer Hydro Excavator				
Year		2025	2025	2025
Brand		VERMEER	KUBOTA	RING-O-MATIC
Model		LP573SDT	HX50	JV550
Bid Price		\$84,820.00	\$109,731.33	\$109,817.00
Approximate Delivery Schedule		30 DAYS	7 DAYS	NOT LISTED

REYNOLDS-WARREN EQUIPMENT CO
1945 FOREST PARKWAY
LAKE CITY, GA 30260

DURAPATCHER
2000 OLD WHITFIELD ROAD
PEARL, MS 39208

VERMEER SOUTHEAST
1320 GRESHAM ROAD
MARIETTA, GA 30062

ADAMS EQUIPMENT COMPANY
6971 OAK RIDGE COMMERCE WAY
AUSTELL, GA 30168

MUNICIPAL EQUIPMENT SALES
208 BELL PL
WOODSTOCK, GA 30188

JET-VAC EQUIPMENT COMPANY
5746 BROAD STREET
SUMTER, SC 29154

P & H SUPPLY CO.
101 LENNOX AVE.
WARRENTON, GA 30828

YANCEY BROS CO.
4165 MIKE PADGETT HWY
AUGUSTA, GA 30906

DITCH WITCH OF GEORGIA
5430 GA HWY 85
FOREST PARK, GA 30297

ENVIRONMENTAL PRODUCTS
OF GEORGIA
4410 WENDELL DR SW
ATLANTA, GA 30336

BORDER EQUIPMENT
2804 WYLDs ROAD
AUGUSTA, GA 30909

BOBCAT OF AUGUSTA
2803 WYLDs ROAD
AUGUSTA, GA 30909-4449

LOW COUNTRY JCB
1008 HWY 80 E
POOLER, GA 31322

SHEA TRACTOR AND EQUIPMENT CO
9066 HWY 301 SOUTH
STATESBORO, GA 30458

INTERSTATE EQUIPMENT CO
143 SEYNOUR DR N
THOMSON, GA 30824

Mc CORKLE SALES
9899 US-280
CLAXTON, GA 30417

J & B TRACTOR CO INC.
3585 MIKE PADGETT HWY
AUGUSTA, GA 30906

GEORGIA EQUIPMENT STATESBORO
22738 US-80 EAST
STATESBORO, GA 30458

HENDRIX MACHINERY
1725 OLD DEAN FOREST RD
POOLER, GA 31322

PETERSEN INDUSTRIES
4000 E STATE RD. 60 W.
LAKE WALES, FL 33859

PALMER EQUIPMENT CO
708 N BYPASS W
WASHINGTON, GA 30673

RON LAMPKIN
CENTRAL SERVICES

KAYCEE BRASWELL
FLEET MANAGEMENT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #25-162
TRAILER HYDRO EXCAVATOR
for AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT/FLEET MAINTENANCE
BID DUE: TUES, 4/15/25 @ 11:00 AM

BID ITEM #25-162
TRAILER HYDRO EXCAVATOR
for AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT/FLEET MAINTENANCE
MAIL DATE: 3/6/25

TRACTOR & EQUIPMENT CO
3809 MIKE PADGETT HWY
AUGUSTA, GA 30906

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (5)

Supplier 

Download Date

Dodge Data

03/06/2025

JEM INDUSTRIAL SUPPLIES, INC

03/07/2025

Jet-Vac Equipment Company

03/13/2025

Onvia, Inc. - Content Department

03/06/2025

West-Mark

03/06/2025

[Add Supplier](#)

Supplier Details

Supplier Name

Dodge Data

Contact Name

Bonny Mangold

Address

4300 Beltway Place, Ste 150 , Arlington, TX 76018

Email

dodge.docs@construction.com

Phone Number

413-376-7032

Documents

Filename

25-162_ITB

Type

Bid Document / Specifications

Action

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

Katie Cornelius

From: Michael Bryant
Sent: Friday, May 9, 2025 10:52 AM
To: Kaycee Braswell
Cc: Laquona Sanderson
Subject: RE: Justification - Hydro Excav

Bid # 25-162

This equipment, selected by ITB process, will be used by Augusta Utilities for field work pertaining to specific residential water infrastructure projects. This equipment is a tow-behind model that is right-sized for in-and-around residential water meters to hydro-excavate meter boxes of excess dirt, sand, silt, clay, and other non-sanitary debris. This equipment will be heavily utilized in upcoming projects, such as the Lead/Copper Rule Improvements (LCRI) and the Utilities' Meter AMI project. The Meter AMI project is projected to be a 5-year project and this equipment will be relied upon for daily use.

<https://www.vermeer.com/na/vacuum-excavators/lp-sdt>

- Michael

From: Kaycee Braswell <KBraswell@augustaga.gov>
Sent: Friday, May 9, 2025 10:17 AM
To: Michael Bryant <MBryant@augustaga.gov>
Cc: Laquona Sanderson <LSanderson@augustaga.gov>
Subject: Justification - Hydro Excav

Michael,

I am working on the agenda for the hydro excavator. Can you give me a justification for this purchase?

Kaycee Braswell | Fleet Operations Specialist
Augusta – Richmond County | Central Services Department
 1568 Broad St Bldg. C | Augusta, Georgia 30901
 (p) 706-821-2894 | (c) 762-622-0744
kbraswell@augustaga.gov | www.augustaga.gov



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a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Item 3.



Administrative Services Committee

Meeting Date: Tuesday, May 27th, 2025

PACT Project Change Order Consolidation (RFQ 18-164 - 22CSA046)

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company. (RFQ 18-164 - 22CSA046)
Background:	As part of the PACT Project Design Phase, a contingency of \$250,000.00 was allocated to cover any change orders discovered during the Construction Phase. During the Construction Phase, an amount of \$1,076,923.00 was credited for work that was no longer required. In this same phase, a number of deficiencies were found that required corrections, which amounts to a total of \$1,406,173.00. The net total of the change orders equaled \$329,250.00. The City of Augusta can anticipate recuperating funds available in the IRA Tax Credit for this project in the amount of \$400,000.00 based off of a 30% return.
Analysis:	Trane Company provided credit for work no longer required and provided services of work related to the energy savings scope. Refer to attachments for detailed breakdown of credits and work performed.
Financial Impact:	\$329,250.00, SPLOST 8 – Existing Facilities
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company.
Funds are available in the following accounts:	\$329,250.00, SPLOST 8 – Existing Facilities

Number	Description	Facility	Amount Credited	Notes
ARC Contingency			-250,000.00	Customer Contingency
2	BPI Credit	Varies	-218,976.00	Indicated value removed from scope by NV5
15	Building Envelope	All	-255,893.00	See detailed spreadsheet, Reconciled to Date
4	Street Lighting Building Credit	Street Light	-17,064.00	Building was sold
64	Boathouse Lighting Credit	Boathouse	-10,698.00	Lighting not installed in this location
50	Lighting Scope Reconciliation	All	-22,072.00	Includes Riverwalk Adjustment
5	Carrie J Mays Gymnasium	Carrie J Mays	-95,953.00	Equipment + Installation Credit
37	Downtown Park	Downtown Park	-31,972.00	
38	Gracewood Community Center	Gracewood	-39,353.00	2EA 5T Units were replaced by the Customer, BAS Completed
40	WT Johnson	WT Johnson	-7,798.00	The Team Room 3T Dx Unit Replaced by the Customer (Material credit only), Substantial roof repair not included
41	Recreations, Parks, and Facilities Admin Offices	Recreations and Park	-4,971.00	Customer replaced 0.75T minisplit
42	Newman Tennis Center	Newman Tennis	-5,456.00	Outdoor unit replaced by the customer
43	Webster Detention Center AHUs	Webster Detention	-62,648.00	Changes in AHU Scope
61	Henry Brigham Pool Pump and VFD	Henry Brigham	-23,708.00	
62	Boathouse Controls Labor	Boathouse	-30,361.00	Facility is condemned, material given to ARC
			Total Credited	-1,076,923.00

Number	Description	Facility	Amount Paid	Notes
12	Judicial Center Duct Cleaning and Disinfection and Coil Cleaning	Judicial	210,357.00	TR Legal approval Price includes \$132,206 (\$128,211+PP Bonds) and \$30,800 Coil Cleaning
46	Municipal Building PV Installation Parking Transportation	Municipal	84,500.00	Requested by Customer, Approved verbally
21	Install 5EA New Fixtures in Rec	Park and Rec	1,083.00	
18	Webster Screws	Webster	9,452.00	Price per unit not to exceed \$10,000.00
22	Diamond Lake Track Pole Lighting	Diamond Lake	432,571.00	Opted to pursue Solar Lighting
23	Judicial Hallway Instea 3EA New Recessed Lights	Judicial Center	785.00	Request from Ron
26	Webster Shower Fixtures Replacement	Webster	34,074.00	
27	Webster High Bays G, H, and F Light Fixtures Replacement	Webster	44,699.00	
30	Warren Road and McDuffie CC High Bays LEDS	Warren Road / McDuffie	7,689.00	
33	Blythe Unit Changeout	Blythe	21,112.00	Emergency replacement of existing unit (outside SOW)
10	Municipal HVAC Installation Service Split	Municipal	75,243.00	Chiller feed
36	McDuffie Wood Center Revised Design	McDuffie	144,766.00	Diff between installation of 5EA Splits and 2EPUs + 2EA Splits (Code Compliance)
39	Sheriff Office Mess Hall	Sheriff Office	142,591.00	
28	ARC Cx Baseline Deficiencies Summary	Varies	9,453.00	Processed as TK Job, Cx Agent Issue Log Items
35	Webster AHUs Install Isolation Valves	Webster	33,944.00	Recommended upgrades by Trane
49	Webster Chiller Isolation Valves	Webster	26,295.00	Recommended
54	Webster Rework Existing 1 1/4 Piping AHU 1V	Webster	15,789.00	Will remain longer
56	Webster Rework Existing 1 1/4 Piping AHU 3D	Webster	32,853.00	Upsized AHU
60	Webster Coil Replacement 1B	Webster	78,917.00	Customer responsibility
			Total Paid	1,406,173.00
			Balance	329,250.00
			Available IRA Tax Credit (up to 30%)	\$400,000.00

Friday, December 30, 2022

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

**RE: Change Order Request Number COR-005
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Judicial Center Duct Cleaning and Disinfecting, and AHU Coils Steam Cleaning**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Air Duct Cleaning and Disinfecting	\$132,206	ARC
002	AHU Coils Cleaning	\$30,800	GreenAir
003	Margin 22.51%	\$47,351	Trane

**Total Amount \$210,357
Total Savings Adjustment \$0**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

The Customer acknowledged that Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from, personal injuries, or other claims arising from or connection with this work including any warranties, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title Michal Banik, PM

Date 12/30/2022

Signature 

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 3/28/23

Signature 



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane
Tel:		Fax:		
PCO #: 012		12/19/2022		Judicial Center Duct Cleaning / Disinfection and AHU Coils Cleaning
Category	Reason	Reference	COR Number	PCCO Number
Change Order	Customer Request		NA	
Notes		Task Name		Revenue Code

See attached email.

Summary:	
Requested Days:	Approved Days:
Not Finalized	Not Finalized
Budget:	
	205,202
	0
	210,357

Itemized Details:				Proposed	Approved	Applied
General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Air Duct Cleaning MediClean	N/A	N/A	Budget	132,206	0	132,206
002 - Coil Cleaning GreenAir	N/A	N/A	Budget	30,800	0	30,800
003 - Margin 22.51%	N/A	N/A	Budget	47,351	0	47,351



December 20, 2022

Enviro-Tech Systems, Inc.
dba MediClean Air Pros
 3030 Amwiler Rd
 Atlanta, GA 30360
 770.631.3660
 Fax: 404.592.9144

MAILING ADDRESS

P.O. Box 15010
 Atlanta, GA 30333

Address for Payments only

P.O. Box 505
 Griffin, GA 30224

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



Dan J. Shabo, PE, CEM, LEED-AP
Project Developer
Trane, Inc. Georgia-Alabama
 Atlanta / Birmingham
 770-241-6838 cellular
dan.shabo@trane.com

Augusta Richmond County Judicial Center
 735 James Brown Blvd, Augusta, GA 30901

Augusta Richmond County Judicial Center - Air System Quote

Thank you for consulting with MediClean, regarding your air-duct cleaning needs. We appreciate the opportunity to present you with this proposal. We assure you that when MediClean completes the project you will be pleased with our job performance and the results.

MediClean Air Duct Services is a fully licensed, insured, bonded and complete air duct diagnostics and cleaning company. We strive to provide a service that is at the top of industry standards. The processes we use to clean HVAC systems have always been guided by the principle that "Our Minimum Standard is Thoroughly Clean." We are NADCA certified and all work complies with NADCA standards.

We are a SDVOSB - Service Disabled Veteran Owned Small Business registered in SAM - System for Award Management. We E-Verify and can be found under our DUNS # 787328533 as Enviro-Tech Systems, Inc. dba MediClean Air Pros now with Unique Entity ID – ZNNYQFX9U485.

Scope of Work:

The Scope of Work is to include the cleaning of the Supply ductwork, VAV boxes and Diffusers based on National Air Duct Cleaners Association, Assessment, Cleaning & Restoration ACR- Standards and as shown on M-101.1, M-101.2, M-101.3, M-102.1, M-102.2, M-102.3 M-103.1, M-103.2, M-103.3 M-104.1, M-104.2, M-105.1 and M-105.2. Then the system will be treated with Concrobium disinfecting aerosol. All will be conducted during second shift beginning around 6pm.

Process & Procedure:

Transportable commercial vacuum units or equipment with large 8" commercial hoses are used inside the building. The inside units are HEPA filtered to protect the indoor environment. Large ductwork can be entered by MediClean personnel for hand cleaning. Implements and attachments such as brooms, crevice tools and scrapers may be utilized. We hand clean using our powerful HEPA filter vacuum along with these tools that are specifically tailored for air duct cleaning. Smaller and mid-size ductwork is cleaned using a pneumatic rubber whip. This tool dislodges dust and debris inside an air duct by vibrating against the interior surfaces so that the particulate matter becomes airborne. The powerful vacuum hooked up to the duct induces a strong air stream. High velocity negative pressure carries away the dislodged dust, drawing it into the vacuum hose to HEPA filtered containment.

Job Set-Up: Drop cloths and plastic sheeting will be utilized in sensitive areas, where the work is to be performed, before the start of every shift, and removed at the end of every shift.

Service Openings: Existing service openings will be utilized whenever possible. New service openings will be installed to facilitate the cleaning process. Newly installed openings will be installed in accordance with industry standards & codes.

Ceiling Sections: We remove and reinstall ceiling sections to gain access to the HVAC system during the cleaning process.

Supply Diffusers & Grilles: The diffusers & grilles associated with the system being cleaned will be removed, wiped and brushed off as needed. (Rusty registers may be replaced by new ones which we can swap out when doing the cleaning if this is requested. If so, these should be supplied by the mechanical contractor.)

Air Handler or Package Units: The fan blower and housing is HEPA-Filtered vacuumed cleaned. The plenum is contact vacuumed and air washed along with AHUs, PIUs, FCUs, VAVs and similar fans found throughout the system.

Supply: Volume & zone damper positions are marked prior to cleaning and returned to their original setting after cleaning. The ductwork is zoned and put under a negative pressure vacuum as a collection device for the contaminants. Contact cleaning and air wash agitation devices are utilized to push the contaminants toward the HEPA-Filtered Negative Air Flow collection unit.

Exclusions & Clarifications:

1. This quote expressly does not include pricing for construction barriers. On this project, it is our intention to work only behind barriers provided and maintained by the mechanical or general contractor. However, when appropriate, we can run supplemental scrubber fans to aid in containment measures already in place.

2. This quote is for duct cleaning. Any major repair of ductwork will be performed by the mechanical contractor. While we are NADCA certified, our services do not include SMACNA certifications. This repair will expressly be left to the mechanical contractor to perform.

3. This quote also does not include any provisions for the treatment of interior insulation. Some insulation may be frayed inside these lines near the end of the slot registers, or in the main trunk lines as they come out of the plenums. Should we see friable insulation, this can be reported for consideration of treatment which we can perform. Our cleaning service cannot include the replacement or treatment of frayed insulation in our quotation. We will follow duct cleaning procedures to get these as clean as called for in the scope of work.

4. This quote expressly does not include pricing for any carpentry necessary to gain access to ductwork. We will operate under the assumption that you would not want to cut into sheetrock in order to access ductwork for the cleaning process. This would most likely become relevant where there is a combination of slot diffusers with hard ceilings as opposed to drop ceilings. In these instances, we will clean the diffusers and the ductwork connecting to it as best we can, but complete cleaning of these lines may be excluded.

5. Kitchen Hood, dishwasher exhaust and associated kitchen exhaust lines are excluded. We are not NFPA certified. This work should be performed by a different trade.

6. This quote is based upon the mechanical drawings provided and referenced in the SOW. Should the field conditions prove to be materially different and extra to the work shown and/or referenced, we reserve the right to submit a change order for that additional work.

7. Quote includes an additional \$495 for the Apprux registration and \$3500 for the P&P Bond.

Concrobium Disinfectant II Treatment for Air Duct Systems:

We are now offering a Concrobium treatment along with our other HVAC cleaning and sealing services. Concrobium is an EPA-registered, hospital-grade virucide, bactericide, tuberculocide, and fungicide. It is botanically-derived, does not require PPE, and does not require evacuation of the building that is being treated. It also has no harsh fumes and can be fogged with a ULV fogger. COVID-19 (Human Coronavirus) is caused by the SARS-CoV-2 virus. Concrobium kills similar viruses and can therefore be used against SARS-CoV-2. The required contact time for efficacy against viruses, tuberculosis, bacteria, and fungi is 10 minutes. Client may also receive ECOTREAT as an alternative should they prefer it. SDS sheets and more information for this product is available upon request.

Documents:

<https://aeroseal.sharefile.com/d-sf22d0d21b3de482ebfd6449a6345f011>

The quote for cleaning and treating the system, with the aforementioned exclusions, including any miscellaneous charges:

\$132,206

Photographic documentation will be provided along with a written summary.

Please allow advance notice. Expiry date 4-1-2023.

Thank you again for the opportunity to do business with you. Please call me at 404-408-6136 with any questions or to announce the award of contract. Our office at 770-631-3660 is also available to you for direct scheduling questions.

Thank you,

Cary Aiken
V.P. Business Development



(404) 408-6136
cary@medicleanairpros.com



SUSTAINABLE AIR HANDLER UNIT
& HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

Dan J. Shabo, PE, CEM, LEED-AP
Project Developer
Trane
Augusta Judicial Center
735 James Brown Blvd.
Augusta, GA 30901
Dan.shabo@trane.com
770-241-6838

RE: Sustainable Air Handler Unit and HVAC Coil Cleaning for (6) AHU's at Augusta Judicial Center (AHU 1-6)

Green Air Environmental, LLC is pleased to provide the following proposal for your approval:

Scope of Work:

1. Mobilization of all equipment and tools to area work is to be performed
2. Prepare mechanical rooms and work area utilizing Green Air Environmental proprietary process
3. Clean HVAC coils and AHU's for equipment listed above
4. Clean fan housing, drain pan, and blower wheels
5. Clean interior cabinets of each AHU
6. Green process of using steam is non-corrosive
7. Deep clean sterilization HVAC coils of units via the Green Air Environmental proprietary process
8. Digital images of all surface/coils cleaned before and after cleaning
9. No chemicals will be used in this Green process of cleaning the coils
10. Results of final visual inspection of each surface/coil cleaned
11. Swab before and after cleaning for lab results
12. Remove and destroys mold, bacteria, viruses, algae and fungi.
13. Extend life of coils.
14. Remove all bad filters.
15. Project time frame will be 1 evening per AHU.
16. If filters are supplied by facilities, we will install upon completion of cleaning.
17. Will remove any panels to gain access to AHU (any electrical issues will not be handled by our staff).
18. Clean work area daily



SUSTAINABLE AIR HANDLER UNIT & HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

January 8, 2021

Page Two

Clarifications/Exclusions:

Work to be performed after hours at the direction of Facilities

The costs to perform the above listed work will be

AHU 1 Steam Cleaning.....	\$4,950.00
Apply Anti-microbial to Supply and Return Piping.....	\$1,100.00
AHU 2 Steam Cleaning.....	\$4,950.00
AHU 3 Steam Cleaning.....	\$4,950.00
AHU 4 Steam Cleaning.....	\$4,950.00
AHU 5 Steam Cleaning.....	\$4,950.00
<u>AHU 6 Steam Cleaning.....</u>	<u>\$4,950.00</u>
Total Project Price.....	\$30,800.00

Please contact me at 1.800.789.3734

Sincerely,

GREEN AIR ENVIRONMENTAL, LLC

Richard G. Johns

Regional Business Development Manager

Customer Approval

Name _____

PO# _____

Date _____

Attached Terms & Conditions have been read and agreed upon

P.O. BOX 566 Fayetteville, GA 30214 / 1.888.725.5474 FAX /www.greenairenv.com



SUSTAINABLE AIR HANDLER UNIT
& HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

January 8, 2021

Page Three

GENERAL TERMS AND CONDITIONS

- 1) Payment terms are NET thirty (30) days from date of invoice.
- 2) GREEN AIR ENVIRONMENTAL, LLC will perform the services herein during regular working hours, Monday through Friday with holidays excepted. If Customer requests special inspections, adjustments or repairs to be made other than during normal working hours, Customer shall be billed separately for the difference between the regular and overtime billing rates.
- 3) Customer is responsible for daily operation and maintenance of the equipment unless otherwise specified herein, and for maintaining insurance coverage to protect against sudden accidental and/or catastrophic failures GREEN AIR ENVIRONMENTAL, LLC is not liable for damage caused by acts of God, fire, power failures, low water pressure, problems with electrical supply and plumbing lines, strikes, or availability of parts.
- 4) Customer agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of carrying out the terms of this service agreement. 5) This Agreement excludes the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the above materials are encountered, GREEN AIR ENVIRONMENTAL, LLC will notify Customer, discontinue work and remove its employees. Customer shall be responsible for any claims, liability or fees associated with or relating to any hazardous materials GREEN AIR ENVIRONMENTAL, LLC will not resume work until the hazard is corrected or it is determined no hazard exists.
- 6) Green Air Environmental, LLC reserves the right to partially invoice for work not completed.



Monday, August 8, 2022

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

RE: Change Order Request Number COR-002
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Street Lighting Building Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Labor Summary	-\$17,064	Trane

Total Credit \$17,064

Total Savings Adjustment -\$3,413

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik PM

Date 8/8/22

Signature 

OWNER:

Name/Title Ron Lampkin / Director Central Services

Date 8/17/22

Signature 



BUILDING NAME	LIGHTING UPGRADES	WATER UPGRADES	BUILDING ENVELOPE	CONTROLS UPGRADES	HVAC UPGRADES	SOLAR PV	TOTAL PER BUILDING
Friedman Branch Library	\$ 60,746.00	\$ -	\$ 66,014.00	\$ -	\$ -	\$ -	\$ 126,760.00
Gracewood Community Center	\$ 7,745.00	\$ -	\$ 23,936.00	\$ 24,732.00	\$ 92,703.00	\$ -	\$ 149,116.00
Henry Brigham Swim Center	\$ 45,286.00	\$ -	\$ 3,183.00	\$ 26,098.00	\$ 85,856.00	\$ -	\$ 160,423.00
Henry H. Brigham Senior Services Center	\$ -	\$ -	\$ 76,106.00	\$ 67,659.00	\$ -	\$ -	\$ 143,765.00
Information Technology	\$ 65,941.00	\$ -	\$ 5,180.00	\$ 30,841.00	\$ -	\$ -	\$ 101,962.00
Jamestown Community Center and Park	\$ 19,179.00	\$ -	\$ 68,346.00	\$ 42,191.00	\$ 49,491.00	\$ -	\$ 179,207.00
Jones Pool	\$ 1,002.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002.00
Julian Smith BBQ Pit	\$ -	\$ -	\$ 58,244.00	\$ -	\$ -	\$ -	\$ 58,244.00
Lake Olmstead Park and Casino	\$ 6,373.00	\$ -	\$ 128,751.00	\$ -	\$ -	\$ -	\$ 135,124.00
May Park - Print Shop	\$ -	\$ -	\$ 62,015.00	\$ 26,243.00	\$ -	\$ -	\$ 88,258.00
May Park Community Center	\$ 47,252.00	\$ -	\$ 27,932.00	\$ 38,023.00	\$ 96,002.00	\$ -	\$ 209,209.00
McDuffie Woods Community Center	\$ 56,767.00	\$ -	\$ 50,473.00	\$ 70,765.00	\$ 335,524.00	\$ -	\$ 513,525.00
Municipal Building	\$ 662,575.00	\$ -	\$ 162,769.00	\$ 516,209.00	\$ 1,719,356.00	\$ 521,401.00	\$ 3,582,310.00
Newman Tennis Center	\$ 12,064.00	\$ -	\$ 26,863.00	\$ 21,336.00	\$ 30,111.00	\$ -	\$ 90,374.00
Old Government House	\$ 24,953.00	\$ -	\$ 22,673.00	\$ 51,185.00	\$ 136,767.00	\$ -	\$ 235,598.00
Recreation, Parks, and Facilities Admin Offices	\$ 48,009.00	\$ -	\$ 35,759.00	\$ 51,073.00	\$ 55,999.00	\$ -	\$ 190,840.00
Recreation, Parks, and Facilities Equipment Repair	\$ 1,867.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,867.00
Recreation, Parks, and Facilities Main Shop	\$ 1,638.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,638.00
Recreation, Parks, and Facilities New Main Shop	\$ 11,359.00	\$ -	\$ -	\$ 19,707.00	\$ -	\$ -	\$ 31,066.00
Richmond Co Sheriff Training Center Bunk House (lighting cost also covers lighting upgrades in RCO Mess Hall, and Administration Buildings)	\$ 66,049.00	\$ -	\$ -	\$ 26,243.00	\$ -	\$ -	\$ 92,292.00
Richmond Co Sheriff Training Center - Kennel	\$ -	\$ -	\$ -	\$ 25,218.00	\$ -	\$ -	\$ 25,218.00
Richmond Co Sheriff Training Center Myers Building (HVAC & Controls cost line items also covers HVAC & Controls upgrades in RCO Mess Hall)	\$ 69,886.00	\$ -	\$ -	\$ 35,328.00	\$ 155,363.00	\$ -	\$ 190,691.00
Richmond County Municipal Solid Waste Landfill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,886.00
Richmond County Municipal Solid Waste Landfill Admin Bldg	\$ -	\$ -	\$ -	\$ 39,641.00	\$ 125,023.00	\$ -	\$ 164,664.00
Richmond County Municipal Solid Waste Landfill Scale House	\$ -	\$ -	\$ -	\$ 22,918.00	\$ 6,595.00	\$ -	\$ 29,513.00
Richmond County Sheriff's Office	\$ 159,549.00	\$ -	\$ 13,159.00	\$ -	\$ -	\$ -	\$ 171,707.00
Richmond County Sheriff's Office - South Precinct	\$ 45,843.00	\$ -	\$ 78,736.00	\$ -	\$ -	\$ -	\$ 124,579.00
Sand Hills Community Center and Park	\$ 29,531.00	\$ -	\$ 67,258.00	\$ 23,288.00	\$ 30,100.00	\$ -	\$ 150,177.00
Sign Shop AED	\$ 5,995.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,995.00
Special Ops Precinct	\$ -	\$ -	\$ 81,718.00	\$ -	\$ -	\$ -	\$ 81,718.00
Street Lighting	\$ 17,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,064.00
The Boathouse	\$ 10,698.00	\$ -	\$ -	\$ 45,084.00	\$ -	\$ -	\$ 55,782.00
Wallace Branch Library	\$ 23,665.00	\$ -	\$ 6,613.00	\$ -	\$ -	\$ -	\$ 30,278.00
Warren Road Community Center	\$ 51,313.00	\$ -	\$ 11,872.00	\$ 38,214.00	\$ 27,027.00	\$ -	\$ 128,426.00
Wellness Center - Board of Elections	\$ 25,396.00	\$ -	\$ -	\$ -	\$ 19,768.00	\$ -	\$ 45,164.00
WT Johnson Community Center	\$ 54,084.00	\$ -	\$ 99,514.00	\$ 83,340.00	\$ 220,021.00	\$ -	\$ 456,959.00
Customer Allocation							\$ 250,000.00
Trane Allocation							\$ 818,115.00
							\$ 24,778,553.00

* Initial Mobilization costs for engineering, preconstruction and other mobilization costs incurred prior to on-site installation

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Exhibit A.1, Trane Project No.: G200062
IMPACT is a trademark of Trane Inc.

Table E.1.2 – M&V Plan: Covering 75% of Total kWh

Facility	Total kWh Saved	% kWh Saved	Total kWh Savings	% of kWh Savings	Total \$ Savings	% of \$ Savings	Total Fixture Qty	Qty Fixtures /w Savings
CHARLES B WEBSTER DETENTION CENTER	236,060,2413	19.72%	1,204,563	26.21%	\$94,845.83	20.05%	4,292	4,233
AUGUSTA RICHMOND COUNTY JUDICIAL CENTER	125,871,8133	10.51%	542,135	11.80%	\$43,450.81	9.19%	4,264	4,086
MUNICIPAL BUILDING	79,195,24667	6.61%	290,182	6.31%	\$40,127.63	8.48%	2,733	2,512
AUGUSTA RICHMOND COUNTY PUBLIC LIBRARY	73,518,40256	6.14%	245,287	5.34%	\$17,496.23	3.70%	1,607	1,429
AUGUSTA COMMONS AND RIVERWALK	46,905,375	3.92%	205,964	4.48%	\$23,350.42	4.94%	510	504
DIAMOND LAKES REGIONAL PARK	44,004,85333	3.68%	165,972	3.61%	\$20,459.83	4.33%	392	323
NEWMAN TENNIS CENTER	35,635,0675	2.98%	58,069	1.26%	\$4,462.63	0.94%	106	92
RICHMOND COUNTY SHERIFF TRAINING	27,656,47125	2.31%	60,760	1.32%	\$8,735.09	1.85%	395	321
RICHMOND COUNTY SHERIFFS OFFICE	25,201,94667	2.10%	100,812	2.19%	\$11,995.94	2.54%	795	758
DIAMOND LAKES COMMUNITY CENTER	23,914,34	2.00%	85,743	1.87%	\$12,152.33	2.57%	416	371
WT JOHNSON COMMUNITY CENTER	22,420,79879	1.87%	77,239	1.68%	\$9,207.41	1.95%	195	169
AUGUSTA ANIMAL SERVICES CENTER	21,999,885	1.84%	85,755	1.87%	\$9,706.81	2.05%	475	424
MCDUFFIE WOOD COMMUNITY CENTER	21,798,36788	1.82%	70,922	1.54%	\$8,112.99	1.72%	187	147
CARRIE J MAY'S FAMILY LIFE CENTER	20,159,30727	1.68%	68,775	1.50%	\$8,177.92	1.73%	182	158
MAY PARK COMMUNITY CENTER	18,616,42667	1.55%	59,779	1.30%	\$6,863.23	1.45%	168	151
BERNIE WARD COMMUNITY CENTER	17,553,05886	1.47%	55,754	1.21%	\$5,190.58	1.10%	191	157
OLD GOVERNMENT HOUSE	16,942,89333	1.42%	37,719	0.82%	\$5,123.31	1.08%	119	113
WARREN ROAD COMMUNITY CENTER	16,208,08375	1.35%	53,948	1.17%	\$4,995.66	1.06%	184	130
FRIEDMAN BRANCH LIBRARY	16,117,4	1.35%	55,070	1.20%	\$7,129.15	1.51%	279	264
911 CENTER	15,254,63375	1.27%	67,042	1.46%	\$7,979.58	1.69%	231	217
SOLID WASTE AND RECYCLING FACILITY	15,200,66515	1.27%	50,796	1.11%	\$4,584.54	0.97%	225	211
RICHMOND COUNTY SHERIFFS OFFICE SOUTH PI	13,780,92542	1.15%	42,649	0.93%	\$5,657.94	1.20%	264	227
RECREATION DEPARTMENT ADMINISTRATIONS	13,569,86375	1.13%	40,539	0.88%	\$5,873.97	1.24%	286	227
EISENHOWER ATHLETIC COMPLEX AND PARK	11,932,98	1.00%	39,038	0.85%	\$3,278.12	0.69%	147	110
AUGUSTA AQUATIC CENTER	11,811,04917	0.99%	47,914	1.04%	\$4,620.66	0.98%	288	209
FIRE STATION 01	10,340,07795	0.86%	57,468	1.25%	\$6,672.94	1.41%	153	139
FIRE STATION 08	10,211,6325	0.85%	25,233	0.55%	\$2,983.94	0.63%	155	137
FIRE STATION 19	9,026,665455	0.75%	33,980	0.74%	\$3,926.38	0.83%	130	122
FIRE STATION 10	8,706,811667	0.73%	30,313	0.66%	\$3,566.56	0.75%	130	118
INFORMATION TECHNOLOGY	8,499,109167	0.71%	26,644	0.58%	\$2,943.07	0.62%	269	254
WALLACE BRANCH LIBRARY	8,304,927803	0.69%	26,722	0.58%	\$3,568.82	0.75%	121	112
FIRE STATION 07	8,234,465455	0.69%	30,893	0.67%	\$3,674.28	0.78%	127	117
FIRE STATION 12	8,043,185455	0.67%	29,785	0.65%	\$3,495.26	0.74%	117	111
BLYTHE AREA RECREATION CENTER	7,885,326667	0.66%	30,483	0.66%	\$3,619.31	0.77%	150	85
BOARD OF ELECTIONS	7,474,1975	0.62%	22,345	0.49%	\$2,925.76	0.62%	119	95
FIRE STATION 05	7,357,493333	0.61%	24,606	0.54%	\$2,876.55	0.61%	73	68
AUGUSTA FIRE DEPARTMENT TRAINING DIVISION	7,329,436759	0.61%	25,556	0.56%	\$4,227.20	0.89%	159	126
FIRE STATION 04	7,298,965	0.61%	24,106	0.52%	\$3,263.06	0.69%	93	84
FIRE STATION 06	7,289,985455	0.61%	29,581	0.64%	\$3,540.63	0.75%	102	92
STREET LIGHTING BUILDING	7,041,275455	0.59%	27,152	0.59%	\$3,310.57	0.70%	76	64
SAND HILLS COMMUNITY CENTER AND PARK	6,960,555	0.58%	24,496	0.53%	\$3,022.82	0.64%	155	119
FIRE STATION 15	6,806,185	0.57%	14,273	0.31%	\$1,768.67	0.37%	135	116
DIAMOND LAKES BRANCH LIBRARY	6,662,704167	0.56%	23,054	0.50%	\$3,329.93	0.70%	206	186
THE BOATHOUSE	5,844,18	0.49%	20,738	0.45%	\$4,933.62	1.04%	109	102
JAMESTOWN COMMUNITY CENTER AND PARK	5,653,182727	0.47%	16,080	0.35%	\$1,535.35	0.32%	101	78
HENRY H BRIGHAM PARK	5,565,96	0.46%	20,905	0.45%	\$2,618.76	0.55%	122	81
FIRE STATION 18	5,537,408788	0.46%	21,681	0.47%	\$3,017.78	0.64%	85	73
DIAMOND LAKES TENNIS CENTER	5,498,8	0.46%	20,815	0.45%	\$2,570.89	0.54%	38	27
HENRY H BRIGHAM SENIOR SERVICES CENTER	4,739,94	0.40%	16,459	0.36%	\$1,657.11	0.35%	111	92
APPLEBY BRANCH LIBRARY	4,721,816667	0.39%	13,265	0.29%	\$1,520.05	0.32%	112	98
FIRE STATION 16	4,308,987576	0.36%	14,211	0.31%	\$1,713.11	0.36%	54	47
CENTRAL SERVICES WAREHOUSE	4,277,21	0.36%	10,903	0.24%	\$1,371.01	0.29%	69	47
EASTVIEW COMMUNITY CENTER AND PARK	3,686,638182	0.31%	14,155	0.31%	\$1,663.65	0.35%	83	44
FIRE STATION 14	3,636,628182	0.30%	15,250	0.33%	\$1,907.82	0.40%	39	35
CENTRAL SERVICES OFFICE BUILDING	3,576,8	0.30%	15,470	0.34%	\$1,592.91	0.34%	30	24
FIRE STATION 11	3,384,492311	0.28%	12,750	0.28%	\$1,608.89	0.34%	50	44
DOUGHTY PARK	3,325,06	0.28%	11,986	0.26%	\$1,967.62	0.42%	71	49
FIRE STATION 17	3,070,48375	0.26%	10,423	0.23%	\$1,473.91	0.31%	49	44
GRACEWOOD COMMUNITY CENTER	2,953,972727	0.25%	11,215	0.24%	\$1,782.67	0.38%	69	30
FLEMING TENNIS CENTER	2,463,84	0.21%	7,282	0.16%	\$728.77	0.15%	107	44
LAKE OLMSSTEAD PARK AND CASINO	2,124,91	0.18%	4,584	0.10%	\$532.42	0.11%	114	32
FIRE STATION 09	2,070,10625	0.17%	6,208	0.14%	\$856.11	0.18%	64	52
FIRE STATION 13	2,022,08	0.17%	5,694	0.12%	\$712.57	0.15%	32	27
SIGN SHOP AED	1,980,94	0.17%	5,352	0.12%	\$687.95	0.15%	27	21
JONES POOL	1,192,9625	0.10%	623	0.01%	\$134.71	0.03%	24	24
HICKMAN PARK	0,809,16125	0.07%	422	0.01%	\$63.82	0.01%	15	12
DIAMOND LAKES COMMUNITY CENTER	0,108	0.01%	56	0.00%	\$7.94	0.00%	4	4
HICKMAN PARK	0,0032	0.00%	5	0.00%	\$1.69	0.00%	5	1
(blank)	0	0.00%	0	0.00%	\$0.00	0.00%	0	0
RICHMOND COUNTY CORRECTIONAL INSTITUTION	0	0.00%	0	0.00%	\$0.00	0.00%	949	0
AUGUSTA STREET LIGHTING	0	0.00%	0	0.00%	\$0.00	0.00%	1	0
HENRY H BRIGHAM COMMUNITY CENTER	0	0.00%	0	0.00%	\$0.00	0.00%	205	0
FLEMING ATHLETIC OFFICE	0	0.00%	0	0.00%	\$0.00	0.00%	46	0
OFFICE OF THE PUBLIC DEFENDER	0	0.00%	0	0.00%	\$0.00	0.00%	2	0
AUGUSTA SOCCER PARK	0	0.00%	0	0.00%	\$0.00	0.00%	59	0
AUGUSTA REGIONAL AIRPORT	0	0.00%	0	0.00%	\$0.00	0.00%	2,405	0
DYESS PARK	0	0.00%	0	0.00%	\$0.00	0.00%	98	0
AUGUSTA MUNICIPAL GOLF COURSE	0	0.00%	0	0.00%	\$0.00	0.00%	233	0
SUE REYNOLDS PARK	0	0.00%	0	0.00%	\$0.00	0.00%	86	0
Grand Total	1197	100.00%	4,595,650	100.00%	\$472,956	100.00%	27,069	20,820



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 001		8/17/2022	BPI Credit	Tel: Fax:	
Category	Reason	Reference	COR Number	PCCO Number	Sent For Approval
Change Order	Customer Agent Request	NV5 Comment Log	COR 002		
Notes	Task Name Revenue Code				
RFI #103 of NV% Comment Log requests to delete BPI FIM from the project scope					
Summary:					
Requested Days: Not Finalized		Approved Days: Not Finalized		Proposed 218,976	Applied 218,976
Itemized Details:					
General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Applied
001 - ARC Judicial (IMod, no odor) Trane	N/A	N/A	Budget	74,561	74,561
002 - Municipal (IMod, no odor) Trane	N/A	N/A	Budget	20,322	20,322
003 - Webster Detention Center (IMod, with Odor control) Trane	N/A	N/A	Budget	74,801	74,801
004 - Margin 22.51%	N/A	N/A	Budget	49,291	49,291

Banik, Michal

From: Shabo, Dan
Sent: Tuesday, August 16, 2022 4:58 PM
To: Ruth Gay; Banik, Michal; Brown, Thomas
Cc: Selman, Scott; Ron Lampkin; Maria Rivera-Rivera; Natascha Dailey
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth: I spoke with Michal this afternoon, and it appears that the correct deduct pricing for (elimination of) the bipolar ionization measure should be:

\$74,561.40 – ARC Judicial (iMod, no odor)
 \$20,322.11- Municipal (iMod, no odor)
 N/A ARC corrections institute – not in scope
\$74,801 – Webster Detention Center (iMod, with Odor control)
 \$169,684.51

Plus applicable overhead and profit \$ at 22.51% margin. Based on my math, the deduct amount should be calculated as follows:

$\$169,684.51 / (1 - 0.2251) = \$218,976.01$

Michal will provide the “official” deduct change order documentation. Thanks, Dan.

P.S. – Per your recommendation, I also spoke with Michal about the Street Lighting Building lighting retrofit ECM deduct as proposed (\$17,960). As you know, this value is taken directly from the contract exhibit A1, the Schedule of Values. Michal confirmed that each schedule of value contains Trane overhead and profit (margin). You raised a question about the Initial Payment component of the schedule of values. Michal and I discussed, and it is “fair” to treat the Initial Payment funds as monies to cover the cost of the Trane IGA, Trane and subcontractor engineering, subcontractor engineering, development, and auditing costs that have already been incurred (treated as fixed costs). Therefore, the appropriate value to apply to a scope and pricing deduct that applies to an entire ECM in a given building is the Schedule of Value taken from this table. As a side note, I think you would find the Street Lighting Building so called lighting related component of the Mobilization line item to be very small. Nevertheless, Michal and I believe the ECM variable cost component for each building to be properly represented by this schedule of values. Call me if you would like to further discuss. Thanks.

Dan J. Shabo, PE, CEM, LEED-AP
 Project Developer
 Trane, Inc. Georgia-Alabama
 Atlanta / Birmingham
 770-241-6838 cellular
 dan.shabo@trane.com

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 11:50 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Shabo, Dan <Dan.Shabo@trane.com>
Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Yes, I gave Dan a call to ask him how the table adds up to the \$168k value.
Please confer and let me know once Trane has a response to the questions.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NV5**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Banik, Michal <Michal.Banik@trane.com>
Sent: Tuesday, August 16, 2022 11:45 AM
To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Shabo, Dan <Dan.Shabo@trane.com>
Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth,
Since I was not in the front end of the BPI data collection nor I was privy the conversation between Dan and you, I would have to defer this request to Dan.
Dan, I would appreciate if you can share your feedback with us.

Thank you,

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 10:32 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>
Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Michal,

1) Please provide the full quote from the subcontractor to substantiate the NBPI deduct. The attached email is only an excerpt. Dan indicated he would be able to provide this.

2) The table in the forwarded email from Dan shows how the quote builds up and this does not match the value of \$168,000

\$74,561.40 – ARC Judicial (iMod, no odor)

\$20,322.11- Municipal (iMod, no odor)

N/A ARC corrections institute – not in scope

\$74,801 – Webster Detention Center (iMod, with Odor control)

\$169,684.51

3) These price values appear to be turnkey to Trane; please include all overhead and profit and any other fees associated with this ECM in the deduct in your final change order documentation and change order value.

Ruth Gay

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NVS**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Ruth Gay

Sent: Tuesday, August 16, 2022 11:07 AM

To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Thank you for the additional backup, I will review.

Ruth

From: Banik, Michal <Michal.Banik@trane.com>

Sent: Tuesday, August 16, 2022 10:59 AM

To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth, please see attached. You are correct, the credit adds up to \$168,668; I have taken Dan's number without checking it.

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE

TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 9:17 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Correction: provide the pricing buildup, not pricing building. My apologies.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Ruth Gay
Sent: Tuesday, August 16, 2022 10:16 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Sorry I meant I had no questions on those items.

I do have questions on the Needlepoint Bipolar Ionization. The number you provided was an estimate. Please provide a firm number on the NBPI credit and provide the pricing building and any supporting documentation you have for that number, including a scope of work being removed including the number and size of units being specified in scope and anything else that might substantiate the number you've provided. The only supporting documentation you have provided so far is an email estimate.

Thank you

Ruth Gay

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NV5**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Ruth Gay
Sent: Tuesday, August 16, 2022 10:00 AM
To: 'Banik, Michal' <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Thanks for the clarification, I have no further questions.

Ruth

From: Banik, Michal <Michal.Banik@trane.com>
Sent: Tuesday, August 16, 2022 9:59 AM
To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

The Summary Sheet as included below is a standard Prolog Printout used nationwide. The log tracks \$\$ changes from PCO to COR; since not all PCO will transfer to COR (disapproved) and not all PCO will be processed in the chronological order, the PCO and COR numbers differ. It is also not an "internal thing" because that is how we track and communicate the project financial changes with the Customer.

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 8:35 AM

To: Brown, Thomas <ThomasG.Brown@trane.com>; Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Tommy/Michal,

Thank you so much for the clarification. That's what I wanted to confirm on #1.

As for #2, the numbering in the table is very confusing, I'm not sure why there are two conflicting numbers for each line item in columns 1 and 7, column 1 doesn't have a clear heading and maybe column 7 could list them as COR 001, COR 002 etc. But that's an internal thing on your part so do what you will with that.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Brown, Thomas <ThomasG.Brown@trane.com>

Sent: Tuesday, August 16, 2022 9:29 AM

To: Ruth Gay <Ruth.Gay@nv5.com>; Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth,

To answer question 1), we only believe that this will affect the Landfill sites. For some reason, they are on an "Industrial" rate structure which is not eligible for commercial rebates. Georgia Power caught the earlier mistake as they were reviewing the applications we submitted in 2020/2021.

Thank you,

Tommy

From: Ruth Gay <Ruth.Gay@nv5.com>

Sent: Monday, August 15, 2022 5:10 PM

To: Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Brown, Thomas <ThomasG.Brown@trane.com>; Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Michal,

1. Is the ineligibility for the utility rebates expected to only impact this particular site location (landfill), or do you anticipate this to be an issue in multiple other locations as well?
2. the numbering on the attachments does not match the numbering on the table.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Banik, Michal <Michal.Banik@trane.com>

Sent: Tuesday, August 9, 2022 5:59 PM

To: Ron Lampkin <RLampkin@augustaga.gov>

Cc: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Selman, Scott <SSelman@trane.com>

Subject: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ron,

Please find the attached CORs for your review and signature. Once fully executed please return to me.

ARC PACT CUSTOMER						
Number	Description	Risk	Status	Responsible	Subk	COR No
	ARC Contingency					
001	NV5 Notice of Potential Change Order		In Progress	ARC		001
002	BPI Credit		Approved	ARC	ECM Holding	003
003	Webster CT Sweeping Package Add		Awaiting Price	ARC	BAC	
004	Street Lighting Building Credit		Approved	ARC	Envocore	002
005	Carrie J. Mays Gymnasium		In Progress	ARC	ISM	
006	Utility Rebates Adjustment		Approved	ARC		004
Project Totals:				ARC		

Please feel free to contact me with any questions or comment.

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



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Your message is ready to be sent with the following file or link attachments:

COR 002 - Street Lighting Building Credit.pdf

COR 004 - Landfill Utility Rebate Adjustment.pdf

COR 003 - BPI Credit.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



Wednesday, March 8, 2023

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

**RE: Change Order Request Number COR-010
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace 36EA existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$26,404	Envocore
002	Margin 22.51%	\$7,670	Trane

Total Amount \$34,074

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 3/8/2023

Signature *MB*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 3/28/23

Signature *R. Lampkin*



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Trane

PCO #: 026

3/8/2023

Charles B Webster Detention Center Replace 36EA Existing Fixtures

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Customer Request		NA	

Notes

Replace 36 existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.

Task Name

Revenue Code

Summary:

Requested Days:
5

Approved Days:
Not Finalized

Budget:
34,074

Proposed
34,074

Approved
0

Applied
34,074

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Install Fixtures Envocore	2/6/23	2/17/23	Budget	Apprx Rev	24,404	0
002 - Margin 22.51% Trane	N/A	N/A	Budget	Apprx Rev	7,670	0

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
February 17, 2023

Installation Charges

Total Project Charge:	\$	26,404.25
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	26,404.25

Total Installation Charge:	\$	26,404.25
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	26,404.25

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#7: CHARLES B WEBSTER DETENTION CENTER - Replace 36 existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

5/18/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

(i) substitute different materials of equal or better quality at no additional cost to Customer; or

(ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.
Federal, state and/or local taxes are applicable to the project.
In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.
 6. Payment Terms.
In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent for the greatest amount allowed by state law shall be payable on all delinquent invoices. Customer payments will be credited first to late payment charges and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.
 7. Retainage.
In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.
If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.
Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).
Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.
 8. Permits and Fees.
Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.
 9. Workmanship Warranty.
Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.
 10. Material Warranties.
The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.
For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.
 11. Savings Calculations.
Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.
 12. Access.
The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.
 13. Intellectual Property Ownership.
Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.
- Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure the benefit of Retro-Tech Systems.
14. Confidentiality of Proposal.
The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.
 15. Modifications to Proposal.
In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.
 16. Areas Containing Hazardous Materials.
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.
 17. Areas Not Included.
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.
 18. Shop or CAD Drawings.

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.

The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- Excluded Providing spare lamps, ballast, new LED fixtures or drivers;
- Excluded Providing or installing occupancy sensors with an auxiliary relay for HVAC control;
- Excluded Providing or installing battery backups, in addition to any specifically identified in the line by line;
- Excluded Grounding existing luminaries which are not grounded and being retrofit;
- Excluded Retrofitting or replacing task, furniture, decorative or stage light fixtures; and
- Excluded Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Wednesday, March 8, 2023

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

**RE: Change Order Request Number COR-011
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,


We have finalized gathering all the required quotations for the following extra work: **Replace 45EA existing LED fixtures to new LED high bays to match other new fixtures throughout the facility.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$34,637	Envocore
002	Margin 22.51%	\$10,062	Trane


**Total Amount \$44,699
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 3/8/2024
Signature 

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 3/28/22
Signature 



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 027		3/8/2023		Charles B Webster Detention Center Replace 45EA High Bays Lighting Fixtures	
Sent For Approval		Tel:		Fax:	
Category		Reason		Reference	
Change Order		Customer Request		NA	
COR Number		PCCO Number		Sent For Approval	
Notes		Task Name		Revenue Code	
Replace 45 existing LED fixtures to new LED high bays we are installing elsewhere in the facility.					
Summary:		Requested Days:		Approved Days:	
10		Not Finalized		Not Finalized	
Budget:		Proposed		Applied	
		44,699		44,699	
Itemized Details:		Budget:		Approved	
		0		0	
General Description		Quote Due		Quote Rec'd	
		2/6/23		2/17/23	
001 - Install Fixtures Retrofit		Budget		Apprx Rev	
Envocon				34,637	
002 - Margin 22.51%		N/A		Apprx Rev	
Trane		N/A		10,062	
		Budget		Applied	
				34,637	
				10,062	

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
February 14, 2023

Installation Charges

Total Project Charge:	\$	34,637.01
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	34,637.01

Total Installation Charge:	\$	34,637.01
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	34,637.01

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#6: CHARLES B WEBSTER DETENTION CENTER - Replace 45 existing LED fixtures to new LED high bays we are installing elsewhere in the facility.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

5/15/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

- (i) substitute different materials of equal or better quality at no additional cost to Customer; or
- (ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.

Federal, state and/or local taxes are applicable to the project.

In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.

6. Payment Terms.

In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment changes and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.

7. Retainage.

In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.

If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.

Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).

Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.

8. Permits and Fees.

Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.

9. Workmanship Warranty.

Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.

10. Material Warranties.

The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

11. Savings Calculations.

Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.

12. Access.

The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.

13. Intellectual Property Ownership.

Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.

Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure the benefit of Retro-Tech Systems.

14. Confidentiality of Proposal.

The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.

15. Modifications to Proposal.

In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.

16. Areas Containing Hazardous Materials.
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist, or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.

17. Areas Not Included.
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.

18. Shop or CAD Drawings.
Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.
The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- | | |
|-----------------|---|
| Excluded | Providing spare lamps, ballast, new LED fixtures or drivers; |
| Excluded | Providing or installing occupancy sensors with an auxiliary relay for HVAC control; |
| Excluded | Providing or installing battery backups, in addition to any specifically identified in the line by line; |
| Excluded | Grounding existing luminaries which are not grounded and being retrofit; |
| Excluded | Retrofitting or replacing task, furniture, decorative or stage light fixtures; and |
| Excluded | Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines. |



Wednesday, March 22, 2023

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

RE: Change Order Request Number COR-012
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace 3EA, at Warren Road Community Center, and 7EA, at McDuffie Wood Community Center, LED high bay existing lighting fixtures to be replaced for consistent aesthetics in the Gymnasiums.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$5,958	Envocore
002	Margin 22.51%	\$1,731	Trane

Total Amount \$7,689

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 3/22/2023
Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 3/28/23
Signature *Ron Lampkin*

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
March 14, 2023

Installation Charges

Total Project Charge:	\$	5,957.91
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	5,957.91

Total Installation Charge:	\$	5,957.91
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	5,957.91

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#10: Include 3 (Warren Road Community Center) and 7 (McDuffie Wood Community Center) existing LED high bays to be replaced for consistent aesthetics in the Gymnasiums.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

6/12/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

(i) substitute different materials of equal or better quality at no additional cost to Customer; or

(ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.

Federal, state and/or local taxes are applicable to the project.

In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.

6. Payment Terms.

In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment charges and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.

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If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.

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Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.

8. Permits and Fees.

Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.

9. Workmanship Warranty.

Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.

10. Material Warranties.

The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

11. Savings Calculations.

Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.

12. Access.

The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.

13. Intellectual Property Ownership.

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14. Confidentiality of Proposal.

The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.

15. Modifications to Proposal.

In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.

16. Areas Containing Hazardous Materials.

Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.

17. Areas Not Included.

Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.

18. Shop or CAD Drawings.

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.

The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.

Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.

2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.

Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.

4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

Excluded

Providing spare lamps, ballast, new LED fixtures or drivers;

Excluded

Providing or installing occupancy sensors with an auxiliary relay for HVAC control;

Excluded

Providing or installing battery backups, in addition to any specifically identified in the line by line;

Excluded

Grounding existing luminaries which are not grounded and being retrofit;

Excluded

Retrofitting or replacing task, furniture, decorative or stage light fixtures; and

Excluded

Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Friday, May 5, 2023

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

**RE: Change Order Request Number COR-013
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 5EA New Fixtures at Recreation, Parks, and Facilities**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 5EA Fixtures	\$839	Envocore
002	Margin 22.51%	\$244	Trane

Total Amount \$1,083

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 05/05/23

Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature *Ron Lampkin*



Friday, May 5, 2023

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

RE: Change Order Request Number COR-013
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 5EA New Fixtures at Recreation, Parks, and Facilities**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 5EA Fixtures	\$839	Envocore
002	Margin 22.51%	\$244	Trane

Total Amount \$1,083

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 05/05/23

Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature *Ron Lampkin*



Friday, May 5, 2023

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

**RE: Change Order Request Number COR-015 OP2
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Solar Lighting at Diamond Lake Track**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

OPTION 1: 153 New 15' Poles with direct burial foundation and 2,500 Lumen Solar LED Area light. Light dims with no occupancy.

Item Number	Description	Proposed Amount	Company
001	Install Option 2 Lighting	\$335,199	Envocore
002	Margin 22.51%	\$97,372	Trane

**Total Amount \$432,571
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 5/5/23
Signature *M. Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 5/10/23
Signature *R. Lampkin*



Friday, May 5, 2023

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

RE: Change Order Request Number COR-014
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 3EA New Recessed Fixtures at Judicial Center Solicitor General Corridor**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 3EA Fixtures	\$608	Envocore
002	Margin 22.51%	\$177	Trane

Total Amount \$785

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 5/5/2023
Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 5/10/23
Signature *Ron Lampkin*



Friday, May 5, 2023

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

**RE: Change Order Request Number COR-015 OP2
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Solar Lighting at Diamond Lake Track**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

OPTION 1: 153 New 15' Poles with direct burial foundation and 2,500 Lumen Solar LED Area light. Light dims with no occupancy.

Item Number	Description	Proposed Amount	Company
001	Install Option 2 Lighting	\$335,199	Envocore
002	Margin 22.51%	\$97,372	Trane

Total Amount \$432,571

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 5/5/23
Signature Mr. Banik

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 5/10/23
Signature R. Lampkin

Wednesday, August 17, 2022

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

**RE: Change Order Request Number COR-003 REV
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for **PCO Number 002**, for the following work: **Bipolar Ionization Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Bipolar Ionization	-\$168,685	Trane
002	Margin (22.51%)	-\$49,291	Trane

Total Credit \$218,976

Total Savings Adjustment \$0

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

The Customer acknowledges that Trane Inc. is NOT responsible for removal of this Scope of Work, and that Trane has specifically recommended to maintain Bipolar Ionization measures citing system benefits. Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from avoidance of possible claims arising from or connection with this scope deletion, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 8/17/22

Signature [Signature]



Friday, May 22, 2023

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

**RE: Change Order Request Number COR-016
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Webster Detention Center Lighting Security Screws Installation**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install Screws and Cage Nuts	\$7,324	Envocore
002	Margin 22.51%	\$2,128	Trane

**Total Amount \$9,452
Total Savings Adjustment \$0**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 5/22/23

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 018		5/5222023		Webster Detention Center Security Screws	
Tel:		Fax:			
Category	Reason	Reference	COR Number	PCCO Number	Sent For Approval
Change Order	Customer Request		016		
Notes		Task Name Revenue Code			
The Customer requested to install security screws at Webster Detention Center					
Summary:					
Requested Days:	Approved Days:	Budget:	Proposed	Approved	Applied
5	Not Finalized		9,452	0	9,452
Itemized Details:					
General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Applied
001 - Install Screws and Cage Nuts Envocore	5/16/23	5/16/23	Budget	7,324	7,324
002 - Margin 22.51% Trane	N/A	N/A	Budget	2,128	2,128

ENVOCORE Lighting Solutions Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
May 5, 2023

Installation Charges

Total Project Charge:	\$	7,323.64
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	7,323.64

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

Total Installation Charge:	\$	7,323.64
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	7,323.64

PCOMIS - Cost to replace 1 security screw and 1 cage nut.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

1. General Terms and Conditions

Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

8/3/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

- substitute different materials of equal or better quality at no additional cost to Customer; or
- substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. **Taxes.**
Federal, state and/or local taxes are applicable to the project.
In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.
6. **Payment Terms.**
In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment changes and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.
7. **Retainage.**
In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.
If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.
Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).
Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.
8. **Permits and Fees.**
Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.
9. **Workmanship Warranty.**
Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.
10. **Material Warranties.**
The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.
For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.
11. **Savings Calculations.**
Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.
12. **Access.**
The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.
13. **Intellectual Property Ownership.**
Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.
- Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure to the benefit of Retro-Tech Systems.
14. **Confidentiality of Proposal.**
The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.
15. **Modifications to Proposal.**
In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.
16. **Areas Containing Hazardous Materials.**
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist, or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.
17. **Areas Not Included.**
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.
18. **Shop or CAD Drawings.**

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.

The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

- 1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
- 2. Recycling/Disposal.
Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.
- 3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
- 4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- Excluded** Providing spare lamps, ballast, new LED fixtures or drivers;
- Excluded** Providing or installing occupancy sensors with an auxiliary relay for HVAC control;
- Excluded** Providing or installing battery backups, in addition to any specifically identified in the line by line;
- Excluded** Grounding existing luminaries which are not grounded and being retrofit;
- Excluded** Retrofitting or replacing task, furniture, decorative or stage light fixtures; and
- Excluded** Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Friday, June 2, 2023

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

RE: Change Order Request Number COR-018
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Chillers 1 and 2 Alternate Electrical Service Separation** accordingly with the Sheet 3/E1.2 Chiller 1 and 2 Connection Diagram of Augusta Municipal Building Renovation design by PFA Engineering, Inc dated 01/20/23. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Supply 2EA reconditioned Circuit Breakers DS-416	\$41,906	Eaton Corporation
003	Alternate Installation	\$16,400	SES
002	Margin 22.51%	\$16,937	Trane

Total Amount \$75,243

Total Savings Adjustment No

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik PM
Date 06/02/23
Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin / Interim Director Central Services
Date 8/15/23
Signature *Ron Lampkin*



Wednesday, September 20, 2023

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

RE: Change Order Request Number COR-020
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Emergency Replacement of Existing 5T HP**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$7,980	ISM
002	Equipment	\$8,380	Trane
003	Margin 22.51%	\$4,752	Trane

Total Amount \$21,112
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 9/20/2023

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin Director Central Services

Date 9/28/23

Signature *[Signature]*



Wednesday, September 20, 2023

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

RE: Change Order Request Number COR-021
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Webster Detention and Municipal Center Baseline Commissioning Existing Issues**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Adress Existing Issues	\$7,325	ISM
002	Margin 22.51%	\$2,128	Trane

Total Amount \$9,453
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik

Date 09/20/23

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin Director Central Services

Date 9/28/23

Signature *Ron Lampkin*



Wednesday, April 1, 2023

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

**RE: Change Order Request Number COR-026
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Provide Alternate Parking Transportation at Municipal Building to allow for installation of Photo Voltic Panels.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Transportation	\$84,500	Horizon Motor Coach
002	Margin 0%	\$0	Trane

**Total Amount \$84,500
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

Augusta-Richmond County acknowledges that Trane Inc. is NOT responsible for the transportation management, and that Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from property damage, personal injuries, or other claims arising from or connection with this activity including any warranties, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 4/1/23

Signature [Signature]

Document	Account ID	Sign Off	Date Posted	Date Purchased	Primary Accountholder	Purchase Amount	Vendor	Comp/Vol/Auth	Allocation	Amount Allocated	Uploaded Receipt	Exp Category Name	Exp Category Note
<input type="checkbox"/> TXN04784626	Z13Z	AM APR ACT	12/13/2023	12/12/2023	Bank, Michael K.	8,400.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	8,400.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04790862	Z13Z	AM APR ACT	12/20/2023	12/19/2023	Bank, Michael K.	7,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04800200	Z13Z	AM APR ACT	01/03/2024	01/02/2024	Bank, Michael K.	7,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04803630	Z13Z	AM APR ACT	01/03/2024	01/05/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04805205	Z13Z	AM APR ACT	01/09/2024	01/08/2024	Bank, Michael K.	2,700.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	2,700.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04807939	Z13Z	AM APR ACT	01/11/2024	01/10/2024	Bank, Michael K.	7,200.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,200.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04817311	Z13Z	AM APR ACT	01/22/2024	01/19/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04819552	Z13Z	AM APR ACT	01/23/2024	01/22/2024	Bank, Michael K.	7,200.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,200.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04825608	Z13Z	AM APR ACT	01/29/2024	01/28/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04833563	Z13Z	AM APR ACT	02/05/2024	02/02/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04840472	Z13Z	AM APR ACT	02/12/2024	02/09/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190

Show 25 per page



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26311

Date Printed: Monday, December 18, 2023
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/06/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00
12/07/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00
12/08/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
12/12/2023	Visa ending in *7137. Exp: 07/27		\$8,400.00

Total Cost of Charter:	\$8,400.00
Total Received to Date:	\$8,400.00
Balance Due:	\$0.00

Itinerary:

Driver: Anthony Tankersley 12/6 12/7 12/8

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26312

Date Printed: Tuesday, January 2, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/11/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/12/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/13/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/14/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/15/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	<u>12/19/2023 PORTION</u>
12/19/2023	Visa ending in *7137. Exp: 07/27		\$7,000.00
01/02/2024	Visa ending in *7137. Exp: 07/27		\$7,000.00

Total Cost of Charter:	\$14,000.00
Total Received to Date:	\$14,000.00
Balance Due:	\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26313

Date Printed: Friday, January 12, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/18/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/19/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/20/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/21/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/22/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/05/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26314

Date Printed: Friday, January 12, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/27/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00
12/28/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00
12/29/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/08/2024	Visa ending in *7137. Exp: 07/27		\$2,700.00
Total Cost of Charter:			\$2,700.00
Total Received to Date:			\$2,700.00
Balance Due:			\$0.00

Itinerary:

12/19/23-Dropped services to 1 bus on the 27-29th

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26360

Date Printed: Friday, January 12, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/02/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/03/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/04/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/05/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/10/2024	Visa ending in *7137. Exp: 07/27		\$7,200.00
Total Cost of Charter:			\$7,200.00
Total Received to Date:			\$7,200.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26362

Date Printed: Friday, January 19, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/08/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/09/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/10/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/11/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/12/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/19/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

1/9/24 per maria there leaving at 1100am -shuttle stay until 1200p

Provide transportation from the Municipal Building to the James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availabilty on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26363

Date Printed: Monday, January 22, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/16/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/17/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/18/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/19/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/22/2024	Visa ending in *7137. Exp: 07/27		\$7,200.00
Total Cost of Charter:			\$7,200.00
Total Received to Date:			\$7,200.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296

1/11-extended dates...



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26447

Date Printed: Wednesday, January 31, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/22/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/23/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/24/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/25/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/26/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/26/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26447

Date Printed: Wednesday, January 31, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/22/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/23/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/24/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/25/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/26/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/26/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26535

Date Printed: Wednesday, February 14, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
02/05/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/06/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/07/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/08/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/09/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
02/09/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

2/1/24 extended an additional week 2/5-2/9/2024

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



Thursday, February 15, 2024

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

**RE: Change Order Request Number COR-028
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 2EA set of valves to isolate chillers at Webster Detention Center Inmate Areas.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Valves Installation	\$17,596	Envocore
002	Valves Cost	\$2,780	Trane
003	Margin (22.51%)	\$5,919	Trane

**Total Amount \$26,295
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 2/15/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 049	2/15/24	Webster Detention Center – Install Chiller Isolation Valves		Sent For Approval	
Category	Reason	Reference	COR Number	PCCO Number	
Change Order		NA	028		
Notes	Task Name		Revenue Code		

Install 2EA set of valve to isolate chillers

Summary:

Requested Days:	Approved Days:	Proposed	Approved	Applied
	Not Finalized	26,295	0	26,295
Budget:				

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 – Valves Installation Spartan Mechanical Inc.	N/A	8/8/23	Budget	17,596	0	17,596
002 – Materials Trane	N/A	N/A	Budget	2,780	0	2,780
003 - Margin 22.51% Trane	N/A	N/A	Budget	5,919	0	5,919

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Trane U S
 4000 Dekalb Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Date	Estimate #
1/8/2024	162456

Description	Qty	Total
<p>Spartan submits a change order to cut in 2 each block valve to separate chiller piping for the upcoming chiller change outs and provide isolation for future work. Valves are to be cut in outside the chiller room after branch lines. Fittings and hardware by Spartan valves provided by others (Trane has valves at our shop). This work is to be done on straight time dayshift Total Amount of This Change Order: \$17,595.50</p> <p>Labor and supervision \$10,000.00 Tools and equipment \$4600.00 Materials \$3359.50</p>		17,595.50
Total		\$17,595.50

Quotation

No. 20372419 of 11/28/2023

Page 1 / 2

Sold to:

TRANE CO., ATLANTA
GEORGIA TRANE
4000 DEKALB TECHNOLOGY PKWY Ste 100
ATLANTA GA 30340-2762

Ship to:

TRANE CO., ATLANTA
GEORGIA TRANE
4000 DEKALB TECHNOLOGY PKWY Ste 100
ATLANTA GA 30340-2762

Inquiry date: 11/28/2023
Inquiry No.: Webster Detention
Ordered By: Kevin McCall
Customer No.: 103215
Incoterms: FOB Origin

Webster Detention

Pos.	Item - Description	Quantity	Unit	Origin	List price	Multiplier	Net price	Total price
10	F6150HD+GW02 Reorder# F6F1D2+GW02 Butterfly Valve (BFV), 6", 2-way, ANSI Class Consistent with 125, Cv 1579 Worm gear for butterfly valves DN 25...100 Self-locking, maintenance-free assembled, NC Carrier: PYLE Service: Less Than Truck Load Payment Type: Pre Paid	4	PC	US	1,087.00	0.279	303.28	1,213.10
20	F6250L+ZD6N-S150 Reorder# F6H1F2+ZD6N-S150 Butterfly Valve (BFV), 10", 2-way, ANSI Class Consistent with 125, Cv 5340 Worm gear for butterfly valves DN 125...300 Self-locking, maintenance-free Close-off pressure 232 psi assembled, NC Carrier: PYLE Service: Less Than Truck Load Payment Type: Pre Paid	4	PC	US	2,491.00	0.279	694.99	2,779.95

This Quotation is valid only for(a) the limited period of time set forth on the quotation or,(b)if no such period is established, 30 days from the date of transmittal by Belimo to the buyer. This quote is subject to Belimo Americas published Terms & Conditions per the date of the Quotation

Belimo Aircontrols (USA), Inc
33 Turner Road
Danbury, CT 06810
Tel: 800-543-9038 - 203-791-9915
Fax: 800-228-8283 - 203-791-9919
www.belimo.com



Thursday, April 25, 2024

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

**RE: Change Order Request Number COR-029
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Provide Cooling Tower Service at Judicial Center as per Heat Transfer Systems proposal.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	CT Service	\$37,410	Heat transfer Systems
002	Margin (22.51%)	\$10,867	Trane

**Total Amount \$48,277
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 4/25/2024
Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin / Interim Director Central Services
Date 4/25/24
Signature *Ron Lampkin*



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 051	4/25/24	Judicial Center - Cooling Tower Service	Tel: Fax:		
<u>Category</u>	<u>Reason</u>	<u>Reference</u>	<u>COR Number</u>	<u>PCCO Number</u>	<u>Sent For Approval</u>
Change Order		NA	029		
<u>Notes</u>	<u>Task Name</u> <u>Revenue Code</u>				

Facilitate CT Service as per Heat Transfer Systems proposal.

<u>Summary:</u>	<u>Requested Days:</u>	<u>Approved Days:</u>	<u>Budget:</u>	<u>Proposed</u>	<u>Approved</u>	<u>Applied</u>
	5	Not Finalized		48,277	0	48,277

<u>Itemized Details:</u>		<u>Quote Due</u>	<u>Quote Rec'd</u>	<u>Allocation</u>	<u>Proposed</u>	<u>Approved</u>	<u>Applied</u>
<u>General Description</u>							
001 - Service	N/A	8/8/23	Budget	Appx Rev	37,410	0	37,410
Heat Transfer Systems							
002 - Margin 22.51%	N/A	N/A	Budget	Appx Rev	10,867	0	10,867
Trane							



HEAT TRANSFER SYSTEMS OF GEORGIA, LLC

4/9/24

Othniel Lindsay
Augusta Central Services

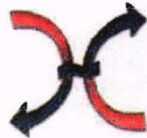
Subject: Augusta Judicial Center – Cooling Tower
Model: Marley NC8305HL2GG

Cooling Tower Maintenance and Repair: HTS will provide factory trained crew to perform annual maintenance and repairs on two cell Marley NC8305 cooling tower listed above.

- Install Flume plate with removable caps to isolate cooling tower cells
- Drain and clean out (2) Cold Water Basins
 - Remove any debris that has collected in CWB strainers
- Remove and replace corroded/rusted suction hoods and strainers
- Powerwash Fill Media and Hot Water Distribution Boxes
 - Remove debris that has collected in nozzles
- Prep Cold Water Basin for CIM Coat application
 - Remove rust and patch holes
 - Fill media will be cut approximately 3.5" to allow for CIM Coat application and more effective basin maintenance
- Apply CIM1000 to Cold Water Basin
 - Please allow 12-24 hours for CIM Coat application to cure
- Remove and replace (2) CWB heaters
- Powerwash interior of Fan Section
- Change Gearbox oil
- Operate both cooling tower cells and report any noted deficiencies
- Clean up and remove all work related debris from site
- Work will be performed per cell
 - Performance of work will take place over two weekends
- Work will be performed after hours/weekend hours
- Any issues if found outside of this scope will be reported and subject to additional cost

\$37,410

11350 Old Roswell Rd, Suite 1300, Alpharetta, Georgia 30009
Phone: 770-475-7740 Fax: 770-475-6167



HEAT TRANSFER SYSTEMS OF GEORGIA, LLC

By Other:

- Isolate cooling tower
- Drain/refill cooling tower

Notes & Exceptions:

- ❖ Lead time: 3-6 weeks
- ❖ Overtime Work Hours
- ❖ Full Freight Allowed
- ❖ HTS includes a full one (1) year Material Warranty
- ❖ Quote valid for 30 days; Terms: Net 30

Thank you,

Steven Bodruk

Steven Bodruk

11350 Old Roswell Rd, Suite 1300, Alpharetta, Georgia 30009
Phone: 770-475-7740 Fax: 770-475-8167



Thursday, June 6, 2024

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

**RE: Change Order Request Number COR-032
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace existing 2" Piping on AHU 1V at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Piping Rework	\$12,235	Spartan Mechanical LLC
002	Margin (22.51%)	\$3,554	Trane

**Total Amount \$15,789
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 6/6/24

Signature [Signature]



Thursday, June 6, 2024

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

**RE: Change Order Request Number COR-034
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace existing 1 1/4" Piping on AHU 3D at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Piping Rework	\$25,458	Spartan Mechanical LLC
002	Margin (22.51%)	\$7,395	Trane

Total Amount \$32,853

Total Savings Adjustment \$0.00

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 6/6/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Trane

Tel: Fax:

6/6/24 Webster Detention Center - Rework Existing 2" Piping on AHU 1V

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
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Change Order			NA	032
--------------	--	--	----	-----

Notes	Task Name	Revenue Code
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Provide upgrades as needed to maintain adequate flow.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved	Applied
5	Not Finalized		15,789	0	0

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Service	N/A	8/8/23	Budget	12,235	0	12,235
Spartan Mechanical LLC			Apprx Rev			
002 - Margin 22.51%	N/A	N/A	Budget	3,554	0	3,554
Trane			Apprx Rev			

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Date	Estimate #
3/19/2024	162460

Trane U S
 4000 Dekaib Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Description	Qty	Total
AHU-1V CHANGE ORDER Scope of work: 1. Supply all necessary supervision, labor, material, and equipment to perform this project. RETURN LINE- DEMO EXISTING 1-1/4" LINE AND REPLACE WITH NEW 2-1/2" LINE FROM EXISTING 2-1/2" HEADER AND INSTALL NEW 2-WAY VALVE SUPPLY LINE- DEMO EXISTING 1-1/4" LINE AND REPLACE WITH NEW 2-1/2" LINE FROM 2-1/2" HEADER TO AHU-1V ***** No insutlation priced		12,235.46
Total		\$12,235.46



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane
PCO #: 056		6/6/24	Webster Detention Center – Rework Existing 1 1/4" Piping on AHU 3D	Sent For Approval
Category	Reason	Reference	COR Number	PCCO Number
Change Order		NA	032	
Notes	Task Name Revenue Code			

Provide upgrades as needed to maintain adequate flow.

Summary:

Requested Days:	Approved Days:	Proposed	Approved	Applied
5	Not Finalized	32,853	0	0
Budget:				

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Budget	Apprx Rev	Proposed	Approved	Applied
001 – Service Spartan Mechanical LLC	N/A	8/8/23	Budget	Budget	Apprx Rev	25,458	0	25,458
002 - Margin 22.51% Trane	N/A	N/A	Budget	Budget	Apprx Rev	7,395	0	7,395

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Trane U S
4000 Dekalb Technology Pkwy
Bldg 100
Atlanta, Ga 30340

Date	Estimate #
3/19/2024	162459

Description	Qty	Total
<p>AHU 3D CHANGES IN PIPE SIZE</p> <p>Scope of work: 1. Supply necessary supervision, labor, material, and equipment for this project. RETURN PIPING REPLACE EXISTING 1-1/4 COPPER RETURN LINE WITH NEW 2" LINE FROM NEW TAP ON EXISTING 6" HEADER TO AHU-3. SUPPLY LINE DEMO EXISTING COPPER LINE AND REPLACE WITH 2" LINE FROM NEW TAP ON 6" HEADER THROUGH WALL TO AHU-3 TWO EACH WALL PENETRATIONS ARE INCLUDED IN THIS PRICE. MATERIALS ARE ALL COPPER PROGRESS</p> <p>**** No insulation priced</p>		25,458.45
Total		\$25,458.45



Monday, December 30, 2024

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

**RE: Change Order Request Number COR-035
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Building Envelope Reconciliation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Scope Reconciliation	-\$198,291	Energy Partners
002	Margin (22.51%)	-\$57,601	Trane

Total Amount -\$255,893

Total Savings Adjustment \$12,500 (Aproximate)

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 12/30/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Trane

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Tel: Fax:

Building Envelope Reconciliation

Sent For Approval

PCO #: 015	6/6/24	Reason	Reference	COR Number	PCCO Number
Change Order			NA	035	
Notes		Task Name		Revenue Code	

Building Envelope scope reconciliation

Summary:

Requested Days:	Approved Days:	Proposed	Approved	Applied
0	Not Finalized	-255,893	0	0
Budget:				

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Service Adjustment Energy Partners	N/A	8/8/23	Budget	-198,291	0	-198,291
002 - Margin 22.51% Trane	N/A	N/A	Budget	-57,601	0	-57,601

The Energy Partners, Inc
SOW Budget Adjustments
2/8/2023

		Original Budget	Budget Reduction	Adjusted Budget	Previously Invoiced - Credit Due	Change Order	Savings
Central Services	-55% Reduction in core fill - walls filled with vermiculite	\$ 13,947.00	\$ (7,670.85)	\$ 6,276.15	\$ (7,670.85)	\$ (7,670.85)	
Park and Rec	Elimination of core fill - walls filled with vermiculite	\$ 25,208.00	\$ (4,808.48)	\$ 20,399.52		\$ (4,808.48)	
Special Ops	-25% Reduction - East/West wings of cross buildings inaccessible	\$ 57,607.27	\$ (14,401.82)	\$ 43,205.45	\$ (14,401.82)	\$ (14,401.82)	
Fire Station 7	Delete partition wall	\$ 27,724.00	\$ (7,810.00)	\$ 19,914.00		\$ (7,810.00)	
Fire Station 10	Delete partition wall	\$ 20,292.00	\$ (7,810.00)	\$ 12,482.00		\$ (7,810.00)	
Fire Station 12	Delete partition wall	\$ 16,449.00	\$ (7,810.00)	\$ 8,639.00		\$ (7,810.00)	
Fire Station 15	Delete partition wall	\$ 17,395.00	\$ (7,810.00)	\$ 9,585.00		\$ (7,810.00)	
Fire Station 19	Delete partition wall	\$ 16,245.00	\$ (7,810.00)	\$ 8,435.00		\$ (7,810.00)	
Lake Olmstead Casino	Delete Project - customer choice	\$ 90,763.00	\$ (90,763.00)	\$ -		\$ (90,763.00)	
Howard Community Center	-65% Reduction - could not execute L-2 due to accessibility	\$ 20,193.82	\$ (13,125.98)	\$ 7,067.84		\$ (13,125.98)	
Fleming Tennis Center	No						
P&P Bonds	Not Used	\$ 28,471.00	\$ (28,471.00)	0		\$ (28,471.00)	
SUBK RECONCILIATION					\$ (22,072.67)	\$ (198,291.13)	\$ (12,500.00)
					Credits owed	CO total to be	
					Trane	entered	
CUSTOMER CREDIT						\$ (255,893.00)	

	Current	Adjusted 5/2	Adjusted 5/23 Completion
	\$ (193,091.00)	\$ (219,151.00)	\$ (255,893.00)



Tuesday, December 31, 2024

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

**RE: Change Order Request Number COR-036
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Boathouse Lighting Installation Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Labor Summary	-\$10,698	Trane

Total Credit \$10,698
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 12/31/24

Signature [Signature]



BUILDING NAME	LIGHTING UPGRADES	WATER UPGRADES	BUILDING ENVELOPE	CONTROLS UPGRADES	HVAC UPGRADES	SOLAR PV	TOTAL PER BUILDING
Friedman Branch Library	\$ 60,746.00	-	\$ 66,014.00	-	\$ -	-	\$ 126,760.00
Gracewood Community Center	\$ 7,745.00	-	\$ 23,936.00	\$ 24,732.00	\$ 92,703.00	-	\$ 149,116.00
Henry Brigham Swim Center	\$ 45,286.00	-	\$ 3,183.00	\$ 26,098.00	\$ 85,856.00	-	\$ 160,423.00
Henry H. Brigham Senior Services Center	-	-	\$ 76,106.00	\$ 67,859.00	-	-	\$ 143,765.00
Information Technology	\$ 65,941.00	-	\$ 5,180.00	\$ 30,841.00	-	-	\$ 101,962.00
Jamestown Community Center and Park	\$ 19,179.00	-	\$ 68,346.00	\$ 42,191.00	\$ 49,491.00	-	\$ 179,207.00
Jones Pool	\$ 1,002.00	-	-	-	-	-	\$ 1,002.00
Julian Smith BBQ Pit	-	-	\$ 58,244.00	-	-	-	\$ 58,244.00
Lake Olmstead Park and Casino	\$ 6,373.00	-	\$ 128,751.00	-	-	-	\$ 135,124.00
May Park - Print Shop	-	-	\$ 62,015.00	\$ 26,243.00	-	-	\$ 88,258.00
May Park Community Center	\$ 47,252.00	-	\$ 27,932.00	\$ 38,023.00	\$ 96,002.00	-	\$ 209,209.00
McDuffie Woods Community Center	\$ 56,767.00	-	\$ 50,473.00	\$ 70,765.00	\$ 335,524.00	-	\$ 513,529.00
Municipal Building	\$ 662,575.00	-	\$ 162,769.00	\$ 516,209.00	\$ 1,719,356.00	\$ 521,401.00	\$ 3,582,310.00
Newman Tennis Center	\$ 12,064.00	-	\$ 26,863.00	\$ 21,336.00	\$ 30,111.00	-	\$ 90,374.00
Old Government House	\$ 24,953.00	-	\$ 22,673.00	\$ 51,185.00	\$ 136,787.00	-	\$ 235,598.00
Recreation, Parks, and Facilities Admin Offices	\$ 48,009.00	-	\$ 35,759.00	\$ 51,073.00	\$ 55,999.00	-	\$ 190,840.00
Recreation, Parks, and Facilities Equipment Repair	\$ 1,867.00	-	-	-	-	-	\$ 1,867.00
Recreation, Parks, and Facilities Main Shop	\$ 1,638.00	-	-	-	-	-	\$ 1,638.00
Recreation, Parks, and Facilities New Main Shop	\$ 11,359.00	-	-	\$ 19,707.00	-	-	\$ 31,066.00
Richmond Co Sheriff Training Center Bunk House (lighting cost also covers lighting upgrades in RCOO Myers, Mess Hall, and Administration Buildings)	\$ 66,049.00	-	-	\$ 26,243.00	-	-	\$ 92,292.00
Richmond Co Sheriff Training Center - Kennel	-	-	-	\$ 25,218.00	-	-	\$ 25,218.00
Richmond Co Sheriff Training Center Myers Building (HVAC & Controls cost line items also covers HVAC & Controls upgrades in RCOO Mess Hall)	\$ 69,886.00	-	-	\$ 35,328.00	\$ 155,363.00	-	\$ 190,691.00
Richmond County Municipal Solid Waste Landfill	-	-	-	-	-	-	\$ 69,886.00
Richmond County Municipal Solid Waste Landfill Admin Bldg	-	-	-	\$ 39,641.00	\$ 125,023.00	-	\$ 164,664.00
Richmond County Municipal Solid Waste Landfill Scale House	-	-	-	\$ 22,918.00	\$ 6,595.00	-	\$ 29,513.00
Richmond County Sheriff's Office	\$ 158,548.00	-	\$ 13,159.00	-	-	-	\$ 171,707.00
Richmond County Sheriff's Office - South Precinct	\$ 45,343.00	-	\$ 78,736.00	-	-	-	\$ 124,579.00
Sand Hills Community Center and Park	\$ 29,531.00	-	\$ 67,258.00	\$ 23,288.00	\$ 30,100.00	-	\$ 150,177.00
Sign Shop AED	\$ 5,995.00	-	-	-	-	-	\$ 5,995.00
Special Ops Precinct	-	-	\$ 81,718.00	-	-	-	\$ 81,718.00
Street Lighting	\$ 17,064.00	-	-	-	-	-	\$ 17,064.00
The Boathouse	\$ 10,698.00	-	-	\$ 45,084.00	-	-	\$ 55,782.00
Wallace Branch Library	\$ 23,665.00	-	\$ 6,613.00	-	-	-	\$ 30,278.00
Warren Road Community Center	\$ 51,313.00	-	\$ 11,872.00	\$ 38,214.00	\$ 27,027.00	-	\$ 128,426.00
Wellness Center - Board of Elections	\$ 25,396.00	-	-	-	\$ 19,768.00	-	\$ 45,164.00
WT Johnson Community Center	\$ 54,084.00	-	\$ 99,514.00	\$ 83,340.00	\$ 220,021.00	-	\$ 456,959.00
Customer Allocation	-	-	-	-	-	-	\$ 250,000.00
Trane Allocation	-	-	-	-	-	-	\$ 818,115.00
							\$ 24,778,553.00

* Initial Mobilization costs for engineering, preconstruction and other mobilization costs incurred prior to on-site installation

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Exhibit A.1, Trane Project No.: G200062
IMPACT is a trademark of Trane Inc.



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-038
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Carrie J. Mays Gymnasium HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Equipment	\$40,946	ISM
002	HVAC Installation	\$33,408	Trane
002	Margin (22.51%)	\$21,599	Trane

**Total Credit Amount \$95,953
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Trane Material

Equip Type	Model Number	Description	# Units	Unit Cost	Total Cost
		J. Click quote - (1) 3 ton high eff split AC heat pump, (2) 15 ton packaged RTUs - J Click 2/4/22	1	\$ 40,946.00	\$ 40,946.00
				\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Trane Material					\$ 40,946.00
Sales Tax				0.00%	
				\$ -	
Total Trane Material with Tax					\$ 40,946.00

Subcontractor Cost

Contractor-Type	Sub-Contractor Name	Description of Work	Item Cost	Total Cost
Mechanical	ISM	Mechanical hvac install quote w p&p bond	\$ 33,407.77	\$ 33,407.77
Mechanical Engineer	Delta Engineering	quote	\$ 3,600.00	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Subcontractor Cost				\$ 33,407.77
Sales Tax			0.00%	
			\$ -	
Total Subcontractor Cost with Tax				\$ 33,407.77

Mechanical/HVAC Upgrades

Item 4.

Scope Description

Item 1 – Replace (1) 3-ton AC Heat Pump and (2) 15-ton Packaged Rooftop AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) 3-ton AC heat pump with a new high efficiency heat pump
- Replace (2) 15-ton rooftop AC units with (2) new packaged rooftop AC units
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

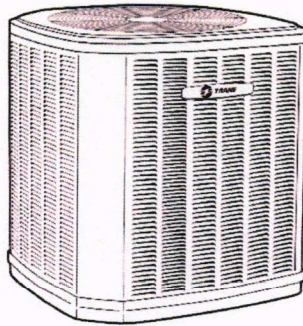
Affected Equipment (Description of Existing Equipment to be Replaced)

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase	Existing MOP (Amps)
Mech Room/ On Grade	Split System Heat Pump	1	3 ton	Offices	Rheem	RHSA-HM3617JA/ RPNE-036JAZ	M2707 02620/ 7348 M1907 10704	2007	208/1, 208/1	60/30
Roof	Packaged Unit w/ Electric Heat	2	15 ton	Gymnasium (RTU-1,2)	Trane	TCH180B30BHB	419100476D, -	2004	208/3	200

Note: Basis of design for the new split system heat pump systems shall be Trane model 4TWR7 two-speed heat pumps with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation. Basis of design for new packaged rooftop heat pump systems shall be Trane model Precedent or Voyager unit with minimum 11 EER and single zone variable air volume standard motor supply fan.

Split System Heat Pump XR 17 - 2, 3, 4 & 5 Tons

4TWR7



Voyager® Rooftop Units



Trane Voyager Packaged Rooftop AC Unit

Voyager® 2 - 12.5 - 25 Tons & Voyager® 3 27.5 - 50 Tons

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-039
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Downtown Park Division HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$24,775	ISM
002	HVAC and BAS Materials	\$0	Trane
002	Margin (22.51%)	\$7,197	Trane

**Total Credit Amount \$31,972
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Mechanical/HVAC Upgrades

Scope Description

Item 1 – Replace (2) Existing Split AC Units and Accompanying Gas Furnaces

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 3.5 ton AC unit and gas furnace, and (1) existing 3 ton AC unit and gas furnace with new high efficiency split AC systems with standard efficiency gas furnaces
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

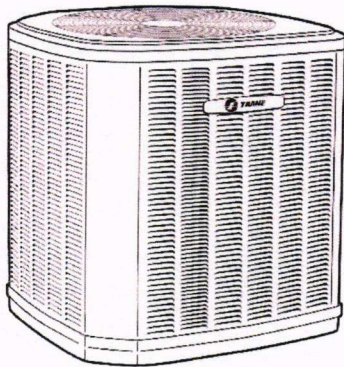
Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
On Grade by Shop Area	Split System w/ Gas Furnace	2	3.5 ton	Shop Area	Rheem	RGPH-10EBRJR/RAKA-042JAZ	FU5D307F130407987/5461 M0604 04826	2004	115/1, 208/1
On Grade by Front Office	Split System w/ Gas Furnace	1	3 ton	Front Offices	Rheem	RGPH-10EBRJR/RAKA-037JAZ	FU5D307F130407975/5429 M1996 09265	1996	115/1, 208/1

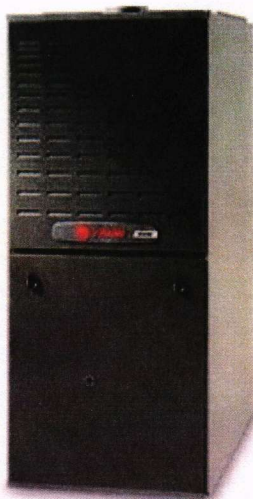
Note: Basis of design for the new split system with gas furnace shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model TUD2 non-condensing gas furnace with 80% combustion efficiency and EC motor for adjustable speed operation.

Split System Cooling Product Data

**XR17
4TTR7**

2, 3, 4 & 5 Tons





Trane standard efficiency, non-condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.

Controls Upgrades

Scope Description

Trane will furnish submittal drawings, material, installation, programming, start-up and commissioning of a Trane Tracer BMS system where applicable.

BAS Energy Savings Upgrades:

Upgrade BAS to generate additional energy savings, primarily through Scheduling of systems, night-setback and optimal start/stop time optimization of HVAC equipment.

Setpoint Setback Operation

- **Occupied Mode** - During the Occupied Mode, the Trane BAS will control the defined "Areas" as determined by the current Sequence of Operation.

Unoccupied Mode - During the Unoccupied Mode, the Trane BAS will enable the defined "Areas" as needed based on the Unoccupied Cooling and Heating Setpoint Values listed below subject to a Humidity High Limit Setpoint (65% RH – adj).

This building's normal occupancy schedule, and occupied and unoccupied temperature setpoint temperatures area listed in Section 9 of Exhibit E.

BAS Tracer Concierge:

New Tracer Concierge touch screen display will be installed for viewing consistency and ease of navigation for Low Level and Non-Technical Users. An intuitive local interface makes the system easy to use. One simplified control saves time in making changes to the system. A touch-screen

display has standard screens that can be changed to reflect your building, allowing you to best fit the system to your specific needs.

Item 4.

Prepackaged control panel

A prepackaged control panel makes installation easier, which reduces risk and cost.

Pre-engineered applications

Tracer Concierge offers pre-engineered applications that are factory bundled, so the built-in functions and applications are designed to work together. Pre-engineered applications have been tested time and again, ensuring the system provides energy efficiency and helps your facility operate at peak performance.

Factory-mounted controls

Factory-mounted equipment controls used with Tracer Concierge support moving that work from the field to the factory, for more controlled and consistent conditions.

The new Trane BAS will control the HVAC equipment listed below along with building restroom exhaust fans:

Affected Equipment (includes equipment to be replaced)

Replace?	Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year
Y	On Grade by Shop Area	Split System w/ Gas Furnace	2	3.5 ton	Shop Area	Rheem	RGPH-10EBRJR/ RAKA-042JAZ	FU5D307F130407987/ 5461 M0604 04826	2004
Y	On Grade by Front Office	Split System w/ Gas Furnace	1	3 ton	Front Offices	Rheem	RGPH-10EBRJR/ RAKA-037JAZ	FU5D307F130407975/ 5429 M1996 09265	1996



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-040
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Gracewood Community Center HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$16,235	ISM
002	HVAC and BAS Materials	\$14,260	Trane
002	Margin (22.51%)	\$8,858	Trane

**Total Credit Amount \$39,353
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	-16,235	0	-16,235
ISM							
002 - HVAC and BAS Materials / Equipment	N/A	N/A	Budget	Apprx Rev	-14,260	0	-14,260
Trane							
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	-8,858	0	-8,858
Trane							
					-39,353		-39,353

[illegible]

Contractor-Type	Sub-Contractor Name	Description of Work	Item Cost	Total Cost
Mechanical	ISM	hvac install quote w p&p bond	\$ 16,385.23	\$ 16,235.00
Mechanical Engineer	Delta Engineering	quote	\$ 4,000.00	\$ 4,000.00
Electric Low Voltage	Whatley Electric	BAS low voltage estimate	\$ 6,750.00	\$ 6,750.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Mechanical/HVAC Upgrades

Item 4.

Scope Description

Item 1 – Replace (2) Existing Split AC Units and Accompanying Gas Furnaces

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (2) existing 5 ton AC units and gas furnaces with new high efficiency split AC systems and high efficiency gas furnaces
- Replace existing combustion vent flue with new flue and make provisions for furnace (and existing water heater) combustion air
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

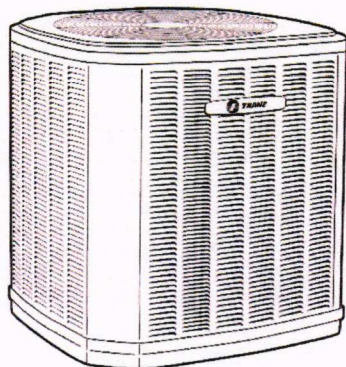
Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
Mech Room/ On Grade	Split System w/ Gas Furnace	2	5 ton	-	Rheem/ Ruud	RGPH-12EARJR/ UAND-060JAZ	FD5D307F130006503/ 7307M390603971	2006	115/1, 208/1

Note: Basis of design for the new split system with gas furnace shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model S9V2 condensing gas furnace with 96% combustion efficiency and EC motor for adjustable speed operation.

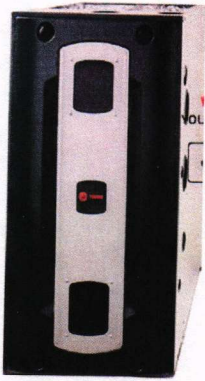
Split System Cooling Product Data

**XR17
4TTR7**

2, 3, 4 & 5 Tons



S9V2



Item 4.

Trane high-efficiency condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-041
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **McDuffie Wood Center HVAC Revised Design and Installation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$111,079	ISM
002	HVAC Equipment	\$1,101	Trane
002	Margin (22.51%)	\$32,587	Trane

Total Amount	\$144,766
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]

No.	Drwg.	Reviewer Comments, Questions, Concerns	Who	When	Response
01 78 14 - 13 ARC PACT Controls- McDuffie Woods Community Center Design					
1	N/A	<p>The project plan is changed from the EX B:</p> <p>Item 1 – Replace (5) Existing Split AC Units</p> <p>Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work</p> <p>Replace (1) existing 5 ton split AC unit with electric heat, (1) existing 6 ton AC heat pump, and (3) existing 5 ton split AC units with gas furnaces with (2) new high efficiency split AC heat pumps and (3) new split AC systems with accompanying gas furnaces of comparable capacity</p> <p>Accordingly, the approval would have to be followed with an updated financial review between the development and implementation.</p>	Michal Banik	9/23/2022	
2	N/A	contingent upon Dan Shabo's approval. Are security fences going to be required around each of the outdoor units?	Scott Selman	9/22/2022	
3	N/A	IHP-1 & GF-1: The mechanical equipment schedule indicates outdoor air as "EXIST". Does this imply that each indoor fan coil unit / furnace already has a connection to an outside ventilation air supply duct? If so, should instructions be provided for test and balance to obtain X cfm of outside air flow or at least to verify what the ventilation flow rate is while each indoor unit fan is running?	Dan Shabo	9/29/2022	
4	N/A	Please provide concrete pad construction details (thickness, reinforcing steel instructions, etc.) for equipment pads that will be installed to support GP-1 & GP-2.	Dan Shabo	9/29/2022	
NEW	Mech 100% set	Evaporator is called EU-1 on M1.0 (PDF p.3) and EC-1 on the evaporator coil and condensing unit equipment schedules (M3.0, PDF p.5). Probably less revisions to change the "EU" reference to "EC".	Ruth Gay	10/25/2022	
NEW	Mech 100% set	If 10 condensing units are being removed (M0.1) and being replaced (M3.0) with 2 large packaged units with a fabric supply duct that appears to be serving the gymnasium only (and two small dedicated units, one being a furnace and the other a heat pump), what units are providing cooling to the smaller rooms on either side of the gym?	Ruth Gay	10/25/2022	
NEW	Mech 100% set	The left fabric supply duct that appears to be serving the gymnasium only looks like it is located over a wall, should this be located several feet over inside the gym? Fabric ducts are generally used inside areas with high, open ceilings (such as the gym)	Ruth Gay	10/25/2022	
23 73 16 Packaged Air Handling Units					
NEW	GP-1,2 Submittal	GP-1,2 submittal is missing the electrical/general data tables (i.e. showing motor data, etc). I could not verify all equipment table info on these.	Ruth Gay	10/25/2022	

Mcduffie Woods Community Center

Lighting Upgrade

Scope Description

Currently, a wide variety of fluorescent, incandescent and other types of lighting technologies exist throughout the ARC facilities. Trane proposes to retrofit, replace, or upgrade these technologies with more energy efficient LED fixtures retrofits consisting mostly of fixture LED door kit retrofits. The specific retrofits, replacements, or upgrades for this building are described in Exhibit B.3, the Lighting Room by Room audit worksheet. In this table, the proposed descriptions and quantities are given for each of the rooms listed.

Building Envelope Upgrade

Scope Description

Trane will implement building envelope upgrades potentially including caulking, weather-sealing, wall and ceiling insulation, and spray foam attic insulation. The specific upgrades for this building are described in Exhibit B.4, the Building Envelope scope exhibit.

Mechanical/HVAC Upgrades

Scope Description

Item 1 – Replace (5) Existing Split AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 5 ton split AC unit with electric heat, (1) existing 6 ton AC heat pump, and (3) existing 5 ton split AC units with gas furnaces with (2) new high efficiency split AC heat pumps and (3) new split AC systems with accompanying gas furnaces of comparable capacity
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
(#1) Fitness Room/ On Grade	Split System w/ Elect. Heat	1	5 ton	Fitness Room (AHU-12)	Trane	TWE060D150B0/ 2TTA0060A3000AA	34617LH2V/ 23252FJ3F	2002	208/1, 208/3
(#2) Multipurpose Rm/ On Grade	Split Heat Pump System	1	6 ton	Multipurpose Room	Trane	TWE090B300EL/ 2TWA0036A300AB, 2TWA0036A300AB	3414TAPBD/ 3371P3K3F, 3371P1N3F	2003	208/3, 208/3
(#3) Gym / On Grade North	Split System w/ Gas Heat	1	5 ton	Gym Northeast	Carrier/ Payne	58STA110-14122/ PA13PR060-J	2311A22142/ 4511X65696	2011/ 2011	115/1, 208/3
(#4) Game Room/ On Grade West	Split System w/ Gas Heat	1	5 ton	Game Room	ICP/ Payne	N8MPN100F20B2/ PA13PR060-J	A073343942/ 1512X64425	2007/ 2012	115/1, 208/3
(#5) Gym/ On Grade East	Split System w/ Gas Heat	1	5 ton	Gym Northeast	Frigidaire/ Payne	FG7SA 126C-45D1/ PA13PR060-J	FGG170378070/ 1512X64634	2003/ 2012	115/1, 208/3

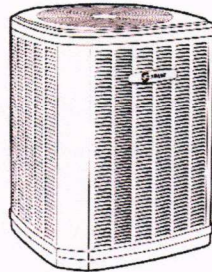
Existing Equipment to be Replaced

Note: Basis of design - New split system heat pump systems 5-tons or less shall be Trane model 4TWR7 two-speed heat pumps with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation, new split system heat pump systems 6-tons or more shall be Trane model TWA heat pumps with minimum 12 IEER and model TWE air handling units, new split systems with non-condensing gas furnaces (applies to the two gym AC systems) shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model TUD2 non-condensing gas furnace with 80% combustion efficiency and EC motor for adjustable speed operation, new split systems with condensing gas furnaces (applies to Game Room furnace) shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model S9V2 condensing gas furnace with 96% combustion efficiency and EC motor for adjustable speed operation.

The equipment schedule shown below describes the new equipment being installed:

Split System Heat Pump
XR 17 - 2, 3, 4 & 5 Tons

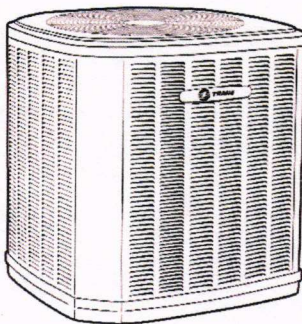
4TWR7

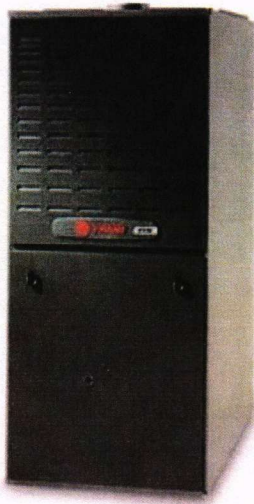


**Split System
Cooling
Product Data**

XR17
4TTR7

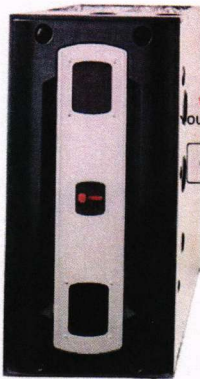
2, 3, 4 & 5 Tons





Trane standard efficiency non-condensing gas furnace

S9V2



Trane high efficiency non-condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.

Controls Upgrades

Scope Description

Trane will furnish submittal drawings, material, installation, programming, start-up and commissioning of a Trane Tracer BMS system where applicable.

McDuffie Wood						
001 - HVAC Installation	N/A	N/A	Budget	Apprx Rev	111,079	0 111,079
ISM						
002 - HVAC Equipment	N/A	N/A	Budget	Apprx Rev	1,101	0 1,101
Trane						
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	32,587	0 32,587
Trane						
					144,766	144,766

McDuffie Woods Comm Center

Supervision	\$	4,800.00
Patching	\$	6,450.00
Equipment	\$	70,400.00
Cost	\$	81,650.00
	15%	12,247.50
Equipment Deduct	\$	(70,400.00)
Labor + Vent	\$	21,607.50
Material + Vent	\$	21,120.00
Project Oversight	\$	19,867.50
Total	\$	86,092.50



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: August 15, 2023

DATE: AUGUST 22, 2023

Attn: Infrastructure Systems Management
Regarding: McDuffie Wood Community Center

Dear Sir,

We respectfully provide a quote in the amount of: **\$197,171.00 (One Hundred Ninety-Seven Thousand One Hundred Seventy-One Dollars)** for the project mentioned above. Quote based on drawings dated 9-2-22.

ARC PACT: McDuffie Woods Scope Change



Click, Josh
To: Banik, Michal
Business

☺ Reply Reply All Forward 📧 ...

Mon 10/28/2024 9:43 AM

1 2 3 4 5 6 7 8 9 10

Michal,

My notes show that our original price using Z1 levels was \$68,664.

Our final scope included IHP/OHP-1, GF/CU/EC-1, and GP-1 and 2. Total final cost was \$69,765.

This resulted in a net add of \$1,101.

Let me know if further info is needed.

Thanks,

Josh Click

Georgia Trane
804 Trane Road
Augusta, GA 30909
Cell 706.622.0721

Consulting Engineer Resources: <http://www.traneengineer.com/>

Project	Description	Cost
Carrie J Mays Gym		
	Roofer	\$ 1,612.50
	Insulator	\$ 2,418.75
	Ductwork	\$ 3,225.00
	60T Crane	\$ 2,000.00
	Supervision	\$ 1,200.00
	Patching	\$ 2,687.50
	Equipment	\$ 42,350.00
	Cost	\$ 55,493.75
	15%	\$ 8,324.06
	Equipment Deduct	\$ (42,350.00)
	Labor	\$ 7,310.00
	Material	\$ 3,200.00
	Project Oversight	\$ 9,593.34
	Total	\$ 41,571.15
McDuffie Woods Comm Center		
	Supervision	\$ 4,800.00
	Patching	\$ 6,450.00
	Equipment	\$ 70,400.00
	Cost	\$ 81,650.00
	15%	\$ 12,247.50
	Equipment Deduct	\$ (70,400.00)
	Labor + Vent	\$ 21,607.50
	Material + Vent	\$ 21,120.00
	Project Oversight	\$ 19,867.50
	Total	\$ 86,092.50
Old Gov House		
	Supervision	\$ 4,800.00
	Patching	\$ 6,450.00
	Equipment	\$ 34,300.00
	Cost	\$ 45,550.00
	15%	\$ 6,832.50
	Equipment Deduct	\$ (45,550.00)
	Labor	\$ 15,050.00
	Material	\$ 13,312.00
	Project Oversight	\$ 10,558.35
	Total	\$ 45,752.85
DT Park Division		
	Supervision	\$ 1,200.00
	Patching	\$ 2,687.50
	Equipment	\$ 12,500.00
	Cost	\$ 16,387.50
	15%	\$ 2,458.13
	Equipment Deduct	\$ (12,500.00)
	Labor	\$ 8,600.00
	Material	\$ 9,216.00
	Project Oversight	\$ 7,248.49
	Total	\$ 31,410.12
WT Johnson Center		
	60T Crane	\$ 1,500.00
	Roof Rails	\$ 3,010.00
	Roofer	\$ 2,150.00
	Pitch Pocket	\$ 322.50
	Ceiling Repair	\$ 537.50
	Supervision	\$ 1,200.00



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Item 4.

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: August 15, 2023

Attn: Infrastructure Systems Management

Regarding: McDuffie Wood Community Center

Dear Sir,

We respectfully provide a quote in the amount of: **\$197,171.00 (One Hundred Ninety-Seven Thousand One Hundred Seventy-One Dollars)** for the project mentioned above. Quote based on drawings dated 9-2-22.

This quote includes ISM to handle Electrical for the (2) 20 Ton Units.

Quote Valid for Thirty Days

Included:

- Setting of All New HVAC Equipment (Equipment Provided by Others)
- Gas Piping (Trac Pipe Run on Top of Rooms around Perimeter Wall)
- Electrical for (2) 20 Ton Units
- Refrigerant Piping
- Condensate Drains
- Complete Ductwork System for Both 20 Ton Units
- Cut and Seal Holes Through Wall for Ductwork
- HVAC Insulation for Exterior Ductwork from Unit to Wall (Board/Jacket Exterior Insulation)
- Crane to Set 20 Ton Units (Straight Time)
- Concrete Pads for 20 Ton Units (12'x12'x6" Deep)
- Demolition of Existing Split Systems in Gym
- Seal Off Existing Flue Pipe Holes
- Smoke Detectors
- Low Voltage and Conduit from T-Stat to Unit
- Start-Up
- 1-Year Labor Warranty
- All Work to be Done on Straight Time



Infrastructure Systems Management, LLC

SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Excluded:

- Bond (Add 1%)
- Overtime Hours
- **Test & Balance**
- Controls
- **Upsizing of Existing Gas Meter**
- Composite Clean Up of Any Kind
- Scaffolding
- Seismic/Vibration Isolation
- Negative Air/ICRA Control
- Roofing
- Ceiling Removal/Replacement
- Structural Steel
- Sprinkler Systems
- Fire Alarms
- Painting
- Site Work
- Temporary Heating/Cooling
- Dumpster(s) or Trash Chutes
- Commissioning
- Engineering

Thank you,
Floyd Brown
ISM Operations Manager



Thursday, January 2, 2025

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

RE: Change Order Request Number COR-042
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work as required by code(s): **Sheriff Office Mess Hall Range Hood Installation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$83,265	ISM
002	HVAC Equipment	\$27,229	Econ-air
002	Margin (22.51%)	\$32,587	Trane

Total Amount **\$142,591**
Total Savings Adjustment **TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Item 4.

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: October 6, 2023

Attn: Infrastructure Systems Management

Regarding: Richmond County Sheriff's Office Makeup Air Unit Add

Dear Sir,

We respectfully provide a quote in the amount of: \$83,265.00 (Eighty-Three Thousand Two hundred Sixty five Dollars) for the project mentioned above. Quote based on drawings dated 06/01/2023.

Quote Valid for Thirty Days

Included:

- Labor to Set MAU (Provided by Others)
- Labor to Install Range Hood and Roof Mounted Fan (Provided by Others)
- Natural Gas Piping
- Ductwork
- Test & Balance
- HVAC Insulation
- Roofing
- Crane As Needed
- Excavation as Required
- Concrete Pad for MAU
- Painting of Gas Pipe as Needed
- Permit

Excluded:

- Bond (Add 1%)
- Makeup Air Unit
- Range Hood & Exhaust Fan
- Fire Marshall Inspections/Certifications if Needed
- Overtime Hours
- Controls
- **Electrical**
- Ceiling Removal/Replacement
- Site Work
- Commissioning
- Engineering

Thank you,
Floyd Brown
ISM Operations Manager

4000 Dekalb Technology Parkway
Bldg 100
ATLANTA, GA 30340
Phone: (470) 714-5289
kevin.mccall@tranetechnologies.com

Augusta, GA 30909-0010

Your order has been submitted for processing. Please verify order details below and call us at (470) 419-4768 or (800) 291-2452 if you have any questions or comments.

EQUIPMENT:

Hood #1 - Job #5860337

3650ELPX-2 - 8ft 0" Long Low Proximity Sloped Backshelf Hood and a Built-In 3" Back Standoff. 14 inch Tall Front.	x1
- 430 SS Where Exposed	x1
- Fire Cabinet on the Right Side 12.00" Width x 36.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system)	x1
- FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified	x5
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others	x3
- EXHAUST RISER - Factory installed 14" Diameter X 4" Height	x1
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x1
- FIELD WRAPPER 18.00" High Front, Left, Right	x1
- Electrical Package Installation in Utility Cabinet by Plant.	x1
- BACKSPLASH 103.00" High X 144.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS	x1
- LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS	x1

Fire System #1 - Job #5860337

TANK-SP-1 Tank Fire Suppression 4 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection, tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC). Includes piping for hood: 1.	x1
- Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release Mechanism. Installed in Hood Utility Cabinet with integral hood prewire panel.	x1
- Pressure Switch - Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION	x1

Fan #1 EADU85H - Exhaust Fan - Job #5860337

EADU85H High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1600 CFM @ -0.850" wc ESP, Fan runs at 1247 RPM. Exhaust Motor: 0.750 HP, 1 Phs, 208 V, 60 Hz, 5.2 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor)	x1
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)	x1
- Insulated Heat Baffle for Exhaust Fans. Type 475FRK 1 inch thick insulation installed on the top side of the top plate and under the motor of upblast and downblast fans. Cut to fit shaft wrapper and around vibration isolators and motor cooling hole. Caulked down to top plate.	x1

- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Installed under fan base 1/2" from the inside edge of the base to match up with the curb top flanges. x1
- ECM Wiring Package for exhaust motors with PWM signal from ECPM03 prewire. x1
- Curb CRB23x24E On Fan #1 3.000:12.000 Pitch - Parallel to the Roof x1
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. x1
- Vented Base for Curb x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1

Fan #2 EA1-D.250-15D-MPU - Heater - Job #5860337

- EA1-D.250-15D-MPU Direct Gas Fired Heated Make Up Air Unit with 15" Mixed Flow Direct Drive Fan Supply Fan handles 1500 CFM @ 0.500" wc ESP, Fan runs at 1744 RPM. Heater supplies 71041 BTUs, 45°F Temperature Rise. [Fuel: LP Gas] Supply Motor: 1.000 HP, 1 Phs, 208 V, 60 Hz, 6.9 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor) Side Discharge - Air Flow Right -> Left x1
- Sloped Filtered Intake for Size #1 Modular Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. x1
 - 0-150°F Discharge Temp Control • Field Wired On/Off Start Command • Heating Activation Based On Intake Set Point. Use with MUA x1
 - Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 x1
 - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size x1
 - Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size x1
 - Ship Loose Gas Strainer. To be installed upstream of unit connection. 3/4" Connection x1
 - Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Heater Units w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, Low Leakage, TFB120S Actuator Included x1
 - Commercial Smoke Detector Interlock (Detector By Others) x1
 - 3 Ton, Single Circuit Modular Packaged Cooling Option for Size 1 DF/EH Modular Packaged Unit. Includes Condenser, DX Coil, Filter/Dryer Kit, Hard Start Kit, Thermal Expansion Valve, R410A Refrigerant, and Refrigerant Piping. (1,100 to 1,800 cfm) When ordered with opposite airflow condensers access and coil piping will remain in standard position. Drain and sleds will move to the opposite side. Any other change will require CLI. CONDENSERS REQUIRE SEPARATE 208V, 1 PHASE POWER SUPPLY UNLESS ORDERED WITH SINGLE POINT CONNECTION. Coil = 2EZ1001N x1
 - ECM Wiring Package for supply motors with PWM signal from ECPM03 prewire. x1
 - Curb CRB21X71X14INS Insulated On Fan #2 Flat Curb x1
 - Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1
 - Rail RAIL-21" x 6" x 14"H On Fan #2 x1

Electrical System #1 - Job #5860337

- SC-111110MA 120V 1 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit. x1
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1

Duct Run #1 - 430 Stainless

- (RC1) DW18DWRISER-2R-S Double Wall Riser Cover - Used On 14" Inner Riser, 4" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections. x1

(P1) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P2) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P3) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P4) EDW14DWACCCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P5) EDW1402DWOFFSETASY-2R-S Double Wall Duct - 14" Inner Duct Riser & 2 Degree Offset - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P6) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P7) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4.	x1
(P8) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P9) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P10) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4.	x1
(P11) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P12) EDW14DWACCCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P13) EDW1402DWOFFSETASY-2R-S Double Wall Duct - 14" Inner Duct Riser & 2 Degree Offset - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P14) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P15) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P16) EDW144550DWLTTP-2R-S Double Wall Duct - 14" Inner Duct, 45.5" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell - Used With Transition Plate.	x1
(P17) EDW2314TPDBEX Duct to Curb Transition 3/4" Down Turn, 23" Curb to 14" Duct, 16 GA Aluminized. Used on NCA14FA & NCA14HPFA. Transition Plate OD is 23.5" Designed For Use With Exhaust Fan. Non-Standard Part.	x1
3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.	x3
DW14DWCLASY-2R-S Duct - 14" Duct - 18" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance.	x5

Factory Services

Service Design Verification Building Surcharge	x1
Service Design Verification for Direct Fired Heater	x1
Service Design Verification for Exhaust Fan	x1
Service Design Verification for Hood	x1
Service Design Verification for Modular Package Unit	x1
Service Design Verification for Standard Electrical Control Package	x1
Service Design Verification for TANK Fire Suppression	x1

Subtotal: \$26,125.84

Item 4.

Shipping: \$1,103.18
Tax: Not Included

Total: USD \$27,229.02

Sherif Office Mess Hall Hood Add

001 - HVAC Installation ISM	N/A	N/A	Budget	Apprx Rev	83,265	0	83,265
002 - HVAC and BAS Materials / Equipment Econ-air	N/A	N/A	Budget	Apprx Rev	27,229	0	27,229
003 - BAS Installation Materials Trane	N/A	N/A	Budget	Apprx Rev	0	0	0
003 - Margin (22.51%) Trane	N/A	N/A	Budget	Apprx Rev	32,097	0	32,097
					142,591		142,591

1. Is there a separate fresh air supply for the occupied space/dining area besides the MAU that is paired with the kitchen exhaust hood?
2. Pending direction of ARC regarding proposed hood replacement to meet code, if you need to replace the whole hood exhaust system and fan, I recommend incorporating interlinked kitchen exhaust and MAU controls with sensors and VFDs that will ramp down fan speeds when there is no cooking activity below the hood and adding in the additional savings.
3. The original Exhibit B Scope of work did not include replacement of the kitchen split system with propane heat, this design proposes replacement of the kitchen split system with a ductless heat pump system. Why is this system included when it was originally not included in scope, has ARC approved/initiated the change?
4. Observation: Exhibit B scope did not explicitly show replacement of kitchen hood and fan, or replacement of wood duct with metal duct serving bathrooms.
5. Observation: On the Mech schedule on M3.0 (PDF p.4/8), OHP-2 shows a minimum SEER efficiency of 23.0; the SSC Unit submittal shows SEER of 19.75 on PDF p.3; however PDF p.3 shows 23 if non-ducted and this appears to be non-ducted



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-043
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **WT Johnson 3T Unit Credit Installed by the Customer**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$3,000	ISM
002	HVAC / BAS Materials	\$3,043	Econ-air
002	Margin (22.51%)	\$1,755	Trane

Total Credit Amount \$7,798
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

WT Johnson						
001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	-3,000	0 -3,000
ISM						
002 - HVAC and BAS Materials / Equipment	N/A	N/A	Budget	Apprx Rev	-3,043	0 -3,043
Trane						
003 - BAS Installation Materials	N/A	N/A	Budget	Apprx Rev	0	0 0
Trane						
004 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	-1,755	0 -1,755
Trane						
					-7,798	-7,798



Thursday, January 2, 2025

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

RE: Change Order Request Number COR-044
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Recreation, Parks, and Facilities Administrative Offices 0.75T Minisplit Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$1,500	ISM
002	HVAC / BAS Materials	\$2,352	Econ-air
002	Margin (22.51%)	\$1,119	Trane

Total Credit Amount **\$4,971**
Total Savings Adjustment **TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ben Lampkin / Director

Date 1/2/25

Signature [Signature]

Mechanical/HVAC Upgrades

Item 4.

Scope Description

Item 1 – Replace (1) Existing Split AC Units, and (2) Ductless Split AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 3.5 ton split AC heat pump system with a new 3.5 ton high efficiency heat pump system
- Replace (2) existing ductless AC heat pumps with a new 1.25 ton high efficiency ductless heat pump and a new 0.75 ton ductless AC heat pump
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
2 nd Floor Admin / On Grade	Split Heat Pump System	1	3.5 ton	2 nd Floor Admin (#4)	Ruud	UBHC-21J14SFA / UPKA-043JAZ	T M2904 11854 / 6391 M4303 04521	2004/2003	208/1, 208/1
Office/ On Grade	Ductless Split Heat Pump	1	1.25 ton	Tonia's Office	Mitsubishi	MS15TN/ MU15TN	1000584/ 1000000T	2001	115/1, 208/1
Office/ On Grade	Ductless Split Heat Pump	1	0.75 ton	Marilyn's Office	EMI	- / SHC09D	- / 1-03-B-4194-09	2003	208/1, 208/1

Note: Basis of design for new split AC heat pump is Trane model 4TWR7 two-speed heat pump with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation, and basis of design for new ductless heat pumps is Mitsubishi PKA indoor wall-mounted fan coil unit coupled to Mitsubishi PUZ outdoor heat pump condensing unit.



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-045
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the work completed by the Customer: **Newman Tennis Center Outdoor Unit Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$2,900	ISM
002	HVAC / BAS Materials	\$1,328	Econ-air
002	Margin (22.51%)	\$1,228	Trane

Total Credit Amount	\$5,456
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

001 – HVAC Installation	N/A	Budget	Apprx Rev	2,900	0	2,900
ISM						
002 - HVAC Equipment	N/A	Budget	Apprx Rev	1,328	0	1,328
Trane						
003 - Margin (22.51%)	N/A	Budget	Apprx Rev	1,228	0	1,228
Trane						
				-5,456		-5,456

-5,456

\$ 1,328.00
*** Per J. Click**



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: October 6, 2023

Attn: Infrastructure Systems Management

Regarding: Parks & Recs Admin Office and Newman Tennis Center Deductive Change Orders

Dear Sir,

We respectfully provide a deductive change order in the amount as follows...

Recreation, Parks and Facilities Admin Office Deduct: \$0.00

Deduct based on the original scope of work replacing (3) total units. Newest drawings show to replace (2) total units. However, per the drawing notes we are to remove (1) existing unit and build a new sheet metal plenum for it and replace the existing unit. Cost for added plenum work and deduct of (1) unit are equal.

Newman Tennis Center Credit: \$2,900.00

Original scope of work was to replace one 5-ton split system with gas heat. We installed a single gas furnace inside the building. A credit should be issued for the outdoor unit. ISM can provide a credit of \$3,400.00 for the exterior unit. Per the drawings we were supposed to reconnect to the existing flue vent and we ended up having to remove the existing and rerun flue vent pipe. Cost for rerun of flue vent pipe: \$500.00. After the cost of the flue vent is factored in the overall credit, we will provide a credit of \$2,900.00 on this project.

Thank you,
Floyd Brown
ISM Operations Manager



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-046
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Webster Detention Center AHU Scope Change**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$29,976	Spartan
002	HVAC Equipment	\$18,750	Trane
002	Margin (22.51%)	\$14,102	Trane

Total Credit Amount
Total Savings Adjustment

\$62,648
TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Webster Detention Center

001 - HVAC Installation	N/A	N/A	Budget	Apprx Rev	29,976
Spartan					
002 - HVAC Equipment	N/A	N/A	Budget	Apprx Rev	18,570
Trane					
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	14,102
Trane					
-62,648					

LARGE BUILDINGS						
Site Name	Device Name	Capacity	Manufacturer	Model Numb	Cost	Price
Webster Detention Center	AHU-1E	3 Ton	Trane			Credit - replaced by Customer
	AHU-2E		Trane			Credit - replaced by Customer
	AHU-3E	3 Ton	Trane			Credit - replaced by Customer
	AHU-4E		Trane			Credit - replaced by Customer
	AHU-5E		Trane			Credit - replaced by Customer
	AHU-6E		Trane			Credit - replaced by Customer - Coil Issues
	AHU-7E		Trane	BCHB0242AD0L2300B1C1030AACB20DE2000000000		
	AHU-8E		Trane	MCCA014ABF0C0000000000		Add associated with equipment size
	AHU-9E		Trane			Add associated with equipment size
	AHU-10E		Trane	BCHB0242DD0L2300B3D000000CB20DE20000000000000		
	AHU-11E		Trane	BCHB0242AD0R1300B1C1030AACB20DE200000000000		
	AHU-3D		Trane	BCHB0362DD0R1300B3C0000000CB000000000000000000		
	CH-1	250 Tons	Trane	BCHC072G1G0A1M05E		Add unit per the tenant request
	CH-2	250 Tons	Trane	CVHE250		
	CT-1	400 Ton	IBC			

[illegible]

ARC PACT: Webster AHU scope change



Click, Josh
To ☐ Banik, Michal

Start your reply all with:

Thank you!

Got it, thanks!

 Feedback

Michal,

Final scope included the following equipment:

- AHU-3D, 6E, 7E, 8E, 9E, 10E, 11E
-Duct furnace for AHU-7E and 8E

Total Price(excluding tax)\$97,169

Let me know if further info is needed.

Thanks,

Josh Click

Georgia Trane
804 Trane Road
Augusta, GA 30909
Cell 706.522.0721

Consulting Engineer Resources: <http://www.traneengineer.com/>



Thursday, January 2, 2025

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

**RE: Change Order Request Number COR-048
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 46EA Isolation Valves at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$26,303	ISM
002	Margin (22.51%)	\$7,641	Trane

Total Credit Amount	\$33,944
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Date	Estimate #
9/5/2023	16808

Trane U S
 4000 Dekalb Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Description	Qty	Total
Change Order for : Scope of Work: • Supply all necessary supervision, labor, material, and equipment to perform this project. • Add in 46 each block valves throughout the cooling water system		26,302.50
Total		\$26,302.50

001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	26,303	0	26,303
ISM							
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	7,641	0	7,641
Trane							
					33,944		33,944



Thursday, January 3, 2025

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

**RE: Change Order Request Number COR-049
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace AHU 1B Damaged Coil at Webster Detention Center**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$46,180	Spartan
002	Material	\$14,972	Trane
003	Margin (22.51%)	\$17,764	Trane

Total Amount \$78,916
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/3/25

Signature [Signature]

Webster Coil Replacement 1B						
001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	46,180	0 46,180
Spartan						
002 - HVAC Materials / Equipment	N/A	N/A	Budget	Apprx Rev	14,972	0 14,972
Trane						
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	17,764	0 17,764
Trane						
						78,917

Invoice



3874 WRIGHTSBORO RD
AUGUSTA, GA 30909

PAST DUE

Date	Invoice #
7/1/2024	GW PR #4

Bill To / Ship to				
Trane U S 4000 Dekalb Technology Pkwy Bldg 100 Atlanta, Ga 30340				
		P.O. No.	Terms	Rep
		G1S2300231	2% 15 days	WA
Item	Qty	Description	Rate	Amount
15 HVAC		<p>WEBSTER COIL AND PIPING REPAIR TO 7-E,1-F and 1-B</p> <p>Change coil in 7-E,1-B and 1-F air-handler at webster. This is a time an material job, PO will show open balance until work is completed.</p> <p>7E - Labor: \$17,943.14 Material: \$434.83 Equipment: \$3,156.25 Total: \$21,534.08</p> <p>1B - Labor: \$17,701.00 Material: \$1,801.70 Equipment:\$3,587.50 Total: \$23,090.20</p> <p>1F - (Added as T&M job by email.) Labor: \$10,125.50 Material: \$908.35 Equipment: \$2,293.75 Total: \$13,327.60</p> <p>NSULATION COST HAS NOT BEEN BILLED AND THAT COST WILL FALLOW.</p>	57,952.02	57,952.02
			Total	\$57,952.02
			Balance Due	\$57,952.02

Banik, Michal

From: Mccall, Kevin
Sent: Monday, October 28, 2024 10:26 AM
To: Banik, Michal
Subject: FW: Webster Detention AHU 1-B Coil Quote
Attachments: 24-03-247.pdf

Regards,

Kevin McCall

Associate Project Manager
 4000 Dekalb Technology Pkwy. Bldg 100
 Atlanta, GA 30340
 470-714-5289 Cell
 Kevin.McCall@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

From: Smith, Calvin <CALVIN.SMITH@TRANE.COM>
Sent: Monday, April 15, 2024 3:39 PM
To: Mccall, Kevin <Kevin.McCall@tranetechnologies.com>; Banik, Michal <Michal.Banik@trane.com>
Subject: FW: Webster Detention AHU 1-B Coil Quote

Use the main PID.

1 Week \$ 14,972.00

Qty (1) 6 row, replacement, chilled water coil

1/2"x.016" copper tubes

.006" aluminum fins

Galvanized steel

Brass mpt

From: Chris Morris <christopher.morris@mingledorffs.com>
Sent: Tuesday, March 26, 2024 3:49 PM
To: Smith, Calvin <CALVIN.SMITH@TRANE.COM>
Cc: Gleiter, Chris <Chris.Gleiter@trane.com>
Subject: Re: Webster Detention AHU 1-B Coil Quote

Alert: This is an external email.

Qty (1) 6 row, replacement, chilled water coil

1/2"x.016" copper tubes

.006" aluminum fins

Galvanized steel

Brass mpt

Mfg time

3-4 Weeks \$ 10,325.00

2 Weeks \$ 13,423.00

1 Week \$ 14,972.00

Price includes freight. Allow 3-4 days for shipping

Chris Morris

Territory Manager
SouthEast Region

Office: 706-548-2959

Mobile: 706-836-9803

christopher.morris@mingledorffs.com



This e-mail is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy.

Thank you

From: Smith, Calvin <CALVIN.SMITH@TRANE.COM>

Sent: Tuesday, March 26, 2024 1:05 PM

To: Chris Morris <christopher.morris@mingledorffs.com>

Cc: Gleiter, Chris <Chris.Gleiter@trane.com>

Subject: FW: Webster Detention AHU 1-B Coil Quote



Thursday, January 3, 2025

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

RE: Change Order Request Number COR-050
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Henry Brigham Pool Pump and VFD Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all costs.

Item Number	Description	Proposed Amount	Company
001	Pump and VFD Installation	\$18,371	ISM
002	Margin (22.51%)	\$5,337	Trane

Total Credit Amount \$23,708
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/3/25

Signature [Signature]



Thursday, January 3, 2025

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

**RE: Change Order Request Number COR-051
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **The Boathouse Controls Labor Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all costs.

Item Number	Description	Proposed Amount	Company
001	BAS Labor	\$23,527	ISM
002	Margin (22.51%)	\$6,834	Trane

Total Credit Amount \$30,361
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/3/25

Signature [Signature]

Boathouse Controls						
001 – Summary Cost	N/A	N/A	Budget	Apprx Rev	23,527	23,527
Trane					0	0
002 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	6,834	6,834
Trane					0	0
					30,361.00	30,361.00

Contractor-Type	Sub-Contractor Name	Description of Work	Item Cost	Total Cost
Electric Low Voltage	Whatley Electric	BAS low voltage estimate	\$ 11,450.00	\$ 11,450.00
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
Sales Tax	0.00%	\$ -	Total Subcontractor Cost \$	11,450.00
			Total Subcontractor Cost with Tax \$	11,450.00

Labor Cat	Scope Description	Reg Hrs.	Reg Rate/hr.	Reg Cost	OT Hrs.	OT Rate/hr.	OT Cost	Total Scope Cost	
BAS			\$0.00	\$ -		\$0.00	\$ 8,717	\$ 8,717.00	
BAS			\$0.00	\$ -		\$0.00	\$ -	\$ -	
Tech			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
Commiss			\$0.00	\$ -		\$0.00	\$ -	\$ -	
		-	-	-	-	-	total BAS Labor	\$ 8,717.00	
Sales Tax	0.00%	\$ -	Total Labor Cost with Tax						\$ 8,717.00

							Total GCC
--	--	--	--	--	--	--	-----------

Labor Code Description		Hours	\$/hr.	Cal. Hours	%	\$	Labor Cost
BAS Project Manager			\$8,250.00	-	0.00%	\$ -	\$ -
			\$0.00	-	0.00%	\$ -	\$ -
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Labor Cat	Labor Description			%	\$	Total GCC Labor Cost
Eng.	Engineering/Prof Services			0.00%	\$ -	\$ -
Site	Permits			0.00%	\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
	BAS Nets				\$ 3,360	\$ 3,360.00
Site	Rental			0.00%	\$ -	\$ -
		Sales Tax	0.00%	Total Project Cost		\$ 3,360.00
		\$ -		total DJE With Tax		\$ 3,360.00

Travel

Enter Unit Cost & Frequency Data or Plug % of Cost or \$ Value

Description		Unit	Unit	# Units	Proj.	Events/ Mnth	%	\$	Total GCC Labor Cost
Mileage		miles					0.00%	\$ -	\$ -
Air Travel		trips					0.00%	\$ -	\$ -

Hotel		days								0.00%		\$	-	\$	-
Meals		days								0.00%		\$	-	\$	-
Rental Car		days								0.00%		\$	-	\$	-
DJE Per Diem Roll Up		auto												\$	-
Other										0.00%		\$	-	\$	-
												Total Travel Cost		\$	-
												Total Travel with Tax		\$	-
												Sales Tax	0.00%	\$	-

Total \$ 34,922.00 \$ 23,527.00



Wednesday, April 30, 2025

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

**RE: Change Order Request Number COR-052
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **ARC PACT Lighting Scope Subcontractor Reconciliation**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Lighting Installation Credit	\$17,104	Envocore
002	Margin 22.51%	\$4,968	Trane

**Total Credit Amount \$22,072
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 4/30/25

Signature [Signature]

ENVOCORE Lighting Solutions Executive Summary

Augusta - Richmond County

Existing Lighting System	As-Built	Contract	Difference
Annual Connected Load Costs	\$ 1,134,731.79	\$ 1,112,762.38	\$ 21,969.41
Annual Maintenance Material Costs	\$ 151,515.06	\$ 147,957.67	\$ 3,557.39
Annual Maintenance Labor Costs	\$ 53,730.46	\$ 53,783.62	\$ (53.17)
Total Annual Operating Costs	\$ 1,339,977	\$ 1,314,504	\$ 25,474
Peak kW with DF	2,838	2,827	10
Peak kW without DF	3,860	3,820	40
Annual kWh	11,191,323	10,972,286	219,037
Total Watts per Square Foot	1.85	1.84	0.00
Percentage of kW			
Percentage of kWh			
Percentage of Cost			

Proposed Lighting System	As-Built	Contract	Difference
Annual Connected Load Costs	\$ 619,995.23	\$ 599,317.66	\$ 20,677.58
Annual Maintenance Material Costs	\$ 103,016.83	\$ 100,314.92	\$ 2,701.91
Annual Maintenance Labor Costs	\$ 29,679.15	\$ 28,971.30	\$ 707.85
Total Annual Operating Costs	\$ 752,691.21	\$ 728,603.88	\$ 24,087.33
Peak kW with DF	1,978	1,954	24
Peak kW without DF	2,615	2,570	45
Annual kWh	6,267,398	6,076,393	191,005
Total Watts per Square Foot	1.31	1.30	0.01
Percentage of kW			
Percentage of kWh			
Percentage of Cost			

Savings	As-Built	Contract	Difference
Annual Connected Load Savings	\$ 514,736.56	\$ 513,444.72	\$ 1,291.84
Net HVAC Impact	\$ 15,156.65	\$ 15,337.32	\$ (180.67)
Annual Maintenance Material Savings	\$ 48,498.23	\$ 47,642.75	\$ 855.47
Annual Maintenance Labor Savings	\$ 24,051.31	\$ 24,812.33	\$ (761.02)
Total Annual Operating Savings	\$ 602,442.74	\$ 601,237.12	\$ 1,205.63
Peak kW with DF	859	873	-14
Peak kW without DF	1,245	1,250	-5
Annual kWh	4,923,925	4,895,892	28,032
Total Watts per Square Foot	0.53	0.54	-0.01
Percentage kW	32.2%	32.7%	-0.5%
Percentage kWh	44.0%	44.6%	-0.6%
Percentage Savings	43.8%	44.6%	-0.7%

Green Environmental Annual Impact	As-Built	Contract	Difference
Acres of Trees Planted per Year	1,428	1,420	8
Cars Removed per Year	689	685	4
Acid Rain (CO2 lb/kWh) Removed	11,817,419	11,750,141	67,278
Smog (NOX g/kWh) Removed	19,695,698	19,583,569	112,129
Acid Rain (SO2 g/kWh) Removed	49,239,246	48,958,923	280,323

Results	As-Built	Contract	Difference
Lighting Upgrade Project Cost	\$3,566,027.94	\$ 3,583,131.79	\$ (17,103.85)
10 Year Cumulative Cash Flow	\$2,458,399.49	\$2,429,239.37	\$29,160.11
15 Year Cumulative Cash Flow	\$5,470,613.20	\$5,435,424.95	\$35,188.25
20 Year Cumulative Cash Flow	\$8,482,826.91	\$8,441,610.54	\$41,216.38
Payback	5.92	5.96	-0.04
Estimated Rebate			
Payback with Rebate			
Maintenance Staff Work Avoided (Hours):	2461.91	2516.41	-54.50
Life Cycle Cost Savings:	\$5,586,612.73	\$5,866,612.73	\$280,000.00

All information is proprietary and confidential and may only be shared or used with the written consent of Retro-Tech Systems, LLC and UNI, LLC.



Office of the City Administrator

**Takiyah Douse
Interim Administrator**

February 28, 2022

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

Dear Director Lampkin:

At the executive session held Monday, February 28, 2022, The Augusta, Georgia Commission took action on the following:

Approved a motion to adopt a resolution authorizing execution a PACT agreement with TRANE US Inc.

Approved a motion to adopt a resolution authorizing execution of a lease purchasing agreement and the funding agreement regarding to the contract with TRANE US Inc.

Approved Change Order #2 as presented by 2KM in the amount of \$636,285.40 to continue progress on completion of the renovation to 510 Fenwick Street for DFACS.

If you have any questions, please contact me.

In Service,

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

**Takiyah Douse
Interim Administrator**

**Office of the City Administrator**

**Odie Donald, II MBA
Administrator**

December 13, 2021

**Ms. Takiyah Douse
Central Services Director
2760 Peach Orchard Road
Augusta, GA 30906**

Dear Director Douse:

At the special called meeting held Monday, December 13, 2021, The Augusta, Georgia Commission took action on the following:

- 2. Approved the price proposal Option B received from IBA Consulting Engineers, Inc. dba NV5 Consultants for Attachments Professional Services Performance Contract Evaluation (RFQ #21-249) not to exceed \$260,000.**
- 3. Approved a motion to authorize the Administrator to send a non-binding statement of intent to Trane, Inc. expressing Augusta's intent to proceed with the Performance Contract and hold contract pricing of \$24,778,553 until February 28, 2022.**

If you have any questions, please contact me.

In Service,



**Odie Donald, II
Administrator**

Cc: Tanikia Jackson, Deputy Administrator



Administrative Services Committee

Meeting Date: May 27, 2025

Illegal Signage

Department:	Office of the Administrator
Presenter:	Charles Jackson, Deputy Administrator
Caption:	Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.
Background:	On March 4, 2025, the Augusta Commission discussed methods to maintain cleanliness in public rights-of-way, to include removing illegal signage, replacing traffic signs, grocery carts, etc. The Commission tasked the Administrator's Office to address several action items (listed below):

Fig. 1. Commission Assigned Action Items

1. Obtain cost estimates to reinstall damaged traffic signs (AED)
2. Written notification to the Richmond County Marshal's Office to also provide recommendations of sign enforcement along medians and rights-of-way
3. Ensure that Planning Department representatives provide updates (re: sign removal) to the morning EOC briefings (Director Delaney should appoint a staff person effective 3.10.2-25).
4. Documented process of how the Planning Department coordinates its sign removal activities. As part of the final report, a section should include how Planning conducts/schedules these activities. (Planning)
5. Administrator's Office will provide a memorandum/report of all coordinated activities (Administrator's Office). This update should provide insight into the depth and efficiency into the enforcement, removal and installation of signage.
6. Recommendation from the Law Department on possible ordinance revisions to enhance enforcement. (Law Department)

Recommendation from Planning to address grocery carts left in the public right-of-way or elsewhere (Planning, Marshal's Office, Legal).

Analysis:	Staff findings (outlined in the Administrator's Staff Report) provided a multi-departmental action plan to address the Commission's concerns. These action steps are outlined in the companion attachment.
Financial Impact:	No financial impact.

Alternatives: N/A

Recommendation: Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Tameka Allen, Administrator



Tameka Allen
Administrator

TO: Tameka Allen, Administrator
FROM: Charles Jackson, Deputy Administrator
DATE: May 13, 2025
SUBJECT: Illegal Signage Action Plan

Background

The following information provides policy recommendations (or action plan) to remove and enforce illegal signage in the public rights-of-way areas of Augusta Richmond County. The action plan includes input from multiple Augusta Government departments including (1) Augusta Planning Department, (2) Augusta Law Department (3) Marshal's Office and (4) Augusta Engineering Department.

Commission Directive

During the March 4, 2025, Commission meeting, the Administrator's Office was asked to coordinate an action plan of recommendations to address the public's concerns regarding illegal signage. The following action items were included in the Commissions directive. Staff responses are bulleted and italicized.

Fig. 1. Commission Assigned Action Items and Staff Responses

1. Obtain cost estimates to reinstall damaged traffic signs (AED)

- *Cost estimate of \$500,000 (labor, vehicles/equipment and materials)*

2. Written notification to the Richmond County Marshal's Office to also provide recommendations of sign enforcement along medians and rights-of-way

- *Administrator's Office notified the Marshal's Office on March 8, 2025*

3. Ensure that Planning Department representatives provide updates (re: sign removal) to the morning EOC briefings.

- *Planning Department permanently appointed a staff person effective March 10, 2025.*

4. Documented process of how the Planning Department coordinates its sign removal activities. As part of the final report, a section should include how Planning conducts/schedules these activities. (Planning)

- *Deputy Director and Projects Coordinator will lead removal and enforcement activities*
- *Inspectors will perform daily removal in public areas (according to right-of-way size-traffic flow)*
- *Perform major "sweeps: twice a year and two (2) weeks after each election*



Tameka Allen
Administrator

5. Recommendation from the Law Department on possible ordinance revisions to enhance enforcement. (Law Department)

- **The Augusta Law Department rendered the following legal opinion:**

"Our ordinances have as much enforcement as possible to punish violators for placing signs in the right-of-way. Every sign in the right-of-way is a violation of our Ordinance 4-2-9(b), and every separate day that the sign is posted is another offense.

The maximum the State of Georgia allows any county to punish for an ordinance violation is 60 days confinement and \$1,000 in fines, which is already in our ordinance (twice, both in section 1-1-8 and 1-6-1). Therefore, we have the offense and the maximum penalty possible for posting signs in the right of way."

6. Recommendation from Planning to address grocery carts left in the public right-of-way or elsewhere (Planning, Marshal's Office, Legal).

- (Recommended) Specialized activities to aid in enforcement include:
 - a. Cart Removal Program (contacting cart owners to retrieve carts)
 - b. Fines for Retailers (staff recommendation-in consultation with Law Department)
 - c. Cart Containment Systems (tracking or deactivation device to demobilize wheels on cart)
 - d. Public Reporting Mechanisms
 - e. Community Education

NOTE: The Marshal's Office will commit to both (1) removal and (2) enforcement on a monthly basis.

Next Steps

This report will be submitted for Commission review and discussion during the May 27, Committee meetings. The Administrator's Office will continue to monitor the coordinated activities among the respective departments.

Levels of Service (LOS) A through F are a way to categorize the quality and efficiency of transportation infrastructure, especially for roads and intersections. The system, defined by the Highway Capacity Manual (HCM), helps engineers evaluate how well traffic is flowing. Here's a breakdown of each level:

LOS A – Free Flow

- **Conditions:** Excellent
 - **Description:** Vehicles move at or near free-flow speeds. Drivers experience complete freedom to maneuver.
 - **Delay:** Minimal or none
 - **Example:** Light traffic in rural areas or early morning hours on urban roads.
-

LOS B – Reasonably Free Flow

- **Conditions:** Very good
 - **Description:** Slight restrictions on maneuverability. Speed is still nearly free-flow.
 - **Delay:** Very low
 - **Example:** Suburban roads during off-peak hours.
-

LOS C – Stable Flow

- **Conditions:** Acceptable
 - **Description:** Flow is stable, but maneuverability is noticeably restricted. Interactions between vehicles start to affect speed.
 - **Delay:** Moderate
 - **Example:** Typical peak hour conditions in many urban areas.
-

LOS D – Approaching Unstable Flow







- **Conditions:** Marginal
- **Description:** High density and restricted speeds. Drivers have little freedom to change lanes or speeds.
- **Delay:** High
- **Example:** Busy arterial roads during rush hour.

LOS E – Unstable Flow/At Capacity

- **Conditions:** Poor
 - **Description:** The system is at maximum capacity. Small disruptions cause serious delays.
 - **Delay:** Very high
 - **Example:** Freeways with bumper-to-bumper traffic at the edge of gridlock.
-

LOS F – Forced or Breakdown Flow

- **Conditions:** Failing
- **Description:** Traffic is heavily congested. Stop-and-go conditions dominate. Breakdowns in flow occur.
- **Delay:** Extreme
- **Example:** Traffic jams, gridlock, or accident zones during peak periods.

LOS Description	Traffic Flow Characteristics	Delay Level	Color Code (Suggestion)
A Free Flow	Vehicles move at free speeds, full maneuverability	Minimal	 Green
B Reasonably Free Flow	Slightly restricted, but still smooth	Very Low	 Light Green
C Stable Flow	Noticeable restrictions, interactions increase	Moderate	 Yellow
D Approaching Unstable Flow	Limited freedom to maneuver, heavy traffic	High	 Orange
E Unstable/At Capacity	At or near capacity, stop-and-go possible	Very High	 Red
F Forced/Breakdown Flow	Traffic breakdown, jams, stop-and-go prevalent	Extreme	 Dark Red



Administrative Services Committee

Meeting Date: 5/27/2025

2025 – Utilities - Facilities Maintenance Division – Ford F150s

Department:	Central Services Department – Fleet Management
Presenter:	Ron Lampkin
Caption:	Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
Background:	<p>The Utilities Facilities Maintenance Division has a new Mechanical Manager position that requires a vehicle to perform operational duties and will be disposing of a Ford F150, asset #208159, for the second truck purchase.</p> <p>Fleet Management located two trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.</p>
Analysis:	The Procurement Department approved the purchase from Akins Dodge Ford via letter of intent to purchase the two Ford F150s.
Financial Impact:	<p>(2) - Ford F150 Extended Cab: Akins Ford Dodge - \$52,237.24/each</p> <p>Utilities: Facilities Maintenance GMA Lease account #506-04-3580/61.11631</p>
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
Funds are available in the following accounts:	\$104,474.48: Utilities: Facilities Maintenance GMA Lease account #506-04-3580/61.11631



Darrell White
Interim Director

LETTER OF INTENT TO PURCHASE VEHICLES FROM AKINS FORD DODGE

This letter of intent dated, **May 13, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **Two (2) 2024 Ford F150 Extended Cab** for the below listed Departments.

Vehicles: Two (2) 2024 Ford F150 Extended Cab

The specific specifications and pricing information for this purchase are attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Akins Ford Dodge P.O. Box 280 Winder, GA 30680
3. **Vehicles Total Purchase Price:** \$104,474.48

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Two (2) 2024 Ford F150 Extended Cab	Augusta Utilities Department	Facilities Maintenance	\$104,474.48

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D White", written over a circular stamp or seal.

Darrell White

Interim Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: May 6, 2025
SUBJECT: Request LOI to purchase two Ford F150s for the Utilities Department

Central Services-Fleet Management requests LOI to purchase two Ford F150s for the Augusta Richmond County Utilities Department. Fleet Management located two trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford.

The Utilities Facilities Maintenance Division has a new Mechanical Manager position that requires a vehicle to perform operational duties and will be disposing of a Ford F150, asset #208159, for the second truck purchase.

Akins Dodge Ford is holding the trucks until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchase.

(2) 2024 Ford F150 Extended Cab: Akins Ford Dodge - \$52,237.24/each

GMA lease will be used for the purchase of the two trucks for the Utilities Facilities Maintenance Division.

Please approve the LOI in total amount of \$104,474.48 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price \$ 48,856.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear view back up camera
 Vinyl 40/20/40 Bench Seat
 Rubber Floor Covering
 Full Size Spare/ Step bumper
 Autolamp headlights
 Long bed 8'
 Power Windows, Locks & Mirrors
 Cruise control
 P245/70Rx17 Tires
 Ford SYNC (Bluetooth)

Exterior Colors

Interior Color
 Gray

YZ Oxford White

HX Antimatter Blue

B3 Atlas Blue

JS Iconic Silver

UM Agate Black

M7 Carbonized Gray

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options	Price		Code
5.0L V8 Flex Fuel engine	2,350.00	\$ 2,350.00	995
3.5L V6 EcoBoost engine**	2,948.00		99G

Extended range fuel tank**	410.00		655
Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00	X1C

4x4 Option- Regular cab	5,225.00		F1E
4X4 Option- Super&Crew Cabs	5,525.00	\$ 5,525.00	X1E

Crew Cab SWB (5.5 ft bed)	8,765.00		W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00		W1C/Long

*** (4x4) ONLY

Limited Slip Axle	1,345.00		XL3
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Daytime Running Lights	95.00		942
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Rear Parking Sencers

LT265/70R17C A/T tires	562.00		T7C
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Class IV Hitch (w/o tow pkg)	495.00		53B
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Trailer Tow Pkg	1,525.00		53A
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Running boards (black)	475.00	\$ 475.00	18B
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40-20-40 Cloth Split Bench	725.00		CS
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Rear window defroster n/a REC	305.00		57Q/924
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LED Warning Beacons

top brake light mounted	950.00		94S
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Spray-in Bedliner	625.00	\$ 626.00	ATK
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Carpeted floor mats

XLT Package	6,650.00		303a
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Options total	\$ 14,711.00
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Other vendor added equipment	\$ 3,736.50
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Delivery	\$ 150.00
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Total	\$ 67,453.50
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Contact person

Agency

Phone Number

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail
laurawest1@comcast.net

QUOTE

Date	Quote #
5/5/2025	8371

Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2025 FORD F150 COUNTY PACKAGE WITH DECKED SYSTEM 15" LED MINI BAR-AMBER (CLEAR LENS) W/ MOUNTING RACK AND SWITCH	1,204.50	1,204.50
1	Misc	BACK UP ALARM 97 DECIBEL	139.00	139.00
1	Misc	5LB FIRE EXT W/ VEHICLE BRKT	109.00	109.00
1	Misc	DECKED SYSTEM FOR BED OF TRUCK *** WILL NEED BED LENGTH BEFORE THIS CAN BE ORDERED	2,089.00	2,089.00
1	Misc	TINT - 2 ROLL DOWNS & STRIP	195.00	195.00
1	LABOR	LABOR TO INSTALL	0.00	0.00
NOTE: MINI BAR , MOUNT, BACK UP ALARM & FIRE EXT IN STOCK DECKED SYSTEM-CURRENTLY IS IN STOCK WITH MANUFACTURE IN BOTH BED LENGTHS AND COULD HAVE IN HOUSE IN 3-4 DAYS*** THIS IS SUBJECT TO CHANGE AS I CAN ONLY SEE WHAT IS IN STOCK RIGHT NOW				
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days			Sales Tax (8.5%)	\$0.00
			Total	\$3,736.50



BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON		PROSPECT #				
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA										STOCK NUMBER RKF23075		DATE 05/06/25				
										TYPE - R.F.W.T.L.		FLEET#				
STREET ADDRESS				CITY			COUNTY		STATE GA		ZIP CODE					
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE					
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS							
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$47,240.00				
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #		DELIVERY		\$150.00			
VEHICLE PURCHASED										WW QUOTE		\$1,110.74				
TYPE NEW		YEAR 2024		MAKE FORD		MODEL F150		BODY EXT CAB XL				WEST WARNING		\$3,736.50		
CYLINDERS		TRANSMISSION AUTO		FUEL UNL		COLOR WHITE		TRIM VINYL		VIN 1FTFX1L58RKF23075		TOTAL PRICE INCLUDING DEALER OPTIONS		\$52,237.24		
KEY CODE		OTHER						ODOMETER				ADJUSTED PRICE INCL DISCOUNT(S)		\$52,237.24		
TRADE-IN #1										GROSS TRADE-IN ALLOWANCE		\$0.00				
YEAR		MAKE			VIN					TRADE DIFFERENCE		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					SERVICE & DOCUMENTATION FEE		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TAXABLE AMOUNT		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					SALES TAX 0%		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					TAG & TITLE FEE		\$0.00	
TRADE-IN #2										GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00				
YEAR		MAKE			VIN					PRICE INCLUDING TAX & FEES		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					BALANCE OWED ON TRADE(S)		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TOTAL PURCHASE PRICE W/TRADES		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					REBATE(S) ASSIGNED TO DEALER		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					DEPOSIT RECEIPT #		\$0.00	
LIEN HOLDER										CASH DOWN RECEIPT \$		\$0.00				
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					SERVICE CONTRACT		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					GAP			
INSURANCE										UNPAID BALANCE						
COMPANY					POLICY NUMBER					NET DUE UPON DEL CASH/CHECK CONTRACT		\$52,237.24				
AGENT					PHONE											
ADDRESS		CITY			STATE			ZIP CODE								
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>																
PURCHASER'S SIGNATURE _____					ACCEPTED BY: _____											
DATE _____					DEALER OR HIS AUTHORIZED REPRESENTATIVE											
CO-PURCHASER'S SIGNATURE _____					DATE _____											



DODGE

CHRYSLER



P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON		PROSPECT #				
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA										STOCK NUMBER RKF24193		DATE 05/06/25				
										TYPE - R.F.W.T.L.		FLEET#				
STREET ADDRESS				CITY			COUNTY		STATE GA		ZIP CODE					
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE					
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS							
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$47,240.00				
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #			DELIVERY		\$150.00		
VEHICLE PURCHASED										WW QUOTE		\$1,110.74				
TYPE NEW		YEAR 2024		MAKE FORD		MODEL F150		BODY EXT CAB XL				WEST WARNING		\$3,736.50		
CYLINDERS		TRANSMISSION AUTO		FUEL UNL		COLOR WHITE		TRIM VINYL		VIN 1FTFX1L58RKF24193		TOTAL PRICE INCLUDING DEALER OPTIONS		\$52,237.24		
KEY CODE		OTHER						ODOMETER				ADJUSTED PRICE INCL DISCOUNT(S)		\$52,237.24		
TRADE-IN #1										GROSS TRADE-IN ALLOWANCE		\$0.00				
YEAR		MAKE			VIN					TRADE DIFFERENCE		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					SERVICE & DOCUMENTATION FEE		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TAXABLE AMOUNT		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					SALES TAX 0%		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					TAG & TITLE FEE		\$0.00	
TRADE-IN #2										GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00				
YEAR		MAKE			VIN					PRICE INCLUDING TAX & FEES		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					BALANCE OWED ON TRADE(S)		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TOTAL PURCHASE PRICE W/TRADES		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					REBATE(S) ASSIGNED TO DEALER		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					DEPOSIT RECEIPT #		\$0.00	
LIEN HOLDER										CASH DOWN RECEIPT \$		\$0.00				
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					SERVICE CONTRACT		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					GAP			
INSURANCE										UNPAID BALANCE						
COMPANY					POLICY NUMBER					NET DUE UPON DEL CASH/CHECK CONTRACT		\$52,237.24				
AGENT					PHONE											
ADDRESS		CITY			STATE			ZIP CODE								
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>																
PURCHASER'S SIGNATURE _____					ACCEPTED BY: _____											
DATE _____					DEALER OR HIS AUTHORIZED REPRESENTATIVE											
CO-PURCHASER'S SIGNATURE _____					DATE _____											



Administrative Services Committee

Meeting Date: May 27, 2025

Amend 23CSA006 – Design Services for Renovation to Houghton School / Juvenile Court

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
Background:	Hussey Gay Bell & DeYoung International, Inc. was awarded the contract to design a new facility for the Juvenile Court under Bid 22-174 on September 20, 2022, purchase order 23CSA006. As the project is not fully funded, a full redesign of the building is not feasible, therefore the scope will be limited to a retrofit of the existing facility. The intent of this approach is to make the facility adequately functional and appropriate for use by the Juvenile Court, ensuring it meets operational needs within the available budget.
Analysis:	Hussey Gay Bell & Deyoung International, Inc will provide updated revisions and additional concept design services for this facility.
Financial Impact:	<p>\$44,675.00 ; SPLOST VIII - Juvenile Court Project</p> <p>Original Purchase Order Amount \$839,200.00</p> <p>Revised Purchase Order Amount \$883,875.00</p>
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
Funds are available in the following accounts:	<p>\$44,675.00 ; SPLOST VIII - Juvenile Court Project</p> <p>Original Purchase Order Amount \$839,200.00</p> <p>Revised Purchase Order Amount \$883,875.00</p>

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPLOSJ VIII
DEPARTMENT HEAD: 

REQUISITION: 23C5ADNB
REQUISITION DATE: 1/13/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

VENDOR			NAME OF BIDDER			NAME OF BIDDER			NAME OF BIDDER		
PHONE NUMBER			Hussey Gay Bell Architects of Savannah, GA								
QUOTED BY			RFP #22-174								
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Award of contract to prepare construction documents for converting the										
2	former Houghton Elementary School into space for Augusta Juvenile Court										
3	System and RCBOE										
4	Phase I - Programming and Concept Design	1	\$ 99,200.00	\$ 99,200.00							
5	Full Design and Construction Administration	1	\$ 735,000.00	\$ 735,000.00							
6	Reimbursables	1	\$ 5,000.00	\$ 5,000.00							
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
TOTAL BID				\$ 839,200.00							
SHIPPING CHARGES											
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER											

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

September 20, 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 20, 2022, The Augusta, Georgia Commission took action on the following:

20. Approved: Motion to approve the purchase of one new Slope Mower, Remote Type for \$60,332.00 from Jet-Vac of Atlanta, GA for the Utilities Department-Facilities Maintenance Division. (Approved by Administrative Services Committee September 13, 2022)
26. Approved: Motion to approve the award of bid #22-189, Augusta Saturday Market - Electrical Improvements in the amount of \$305,000.00 to be performed by JHC Corporation utilizing Parks and Recreation Department capital funding. (Approved by Administrative Services Committee September 13, 2022)
27. Approved: Motion to approve award of contract to prepare Construction Documents for converting the former Houghton Elementary School into space for Augusta Juvenile Court System (AJCS) and the Richmond County Board of Elections (RCBE) to Hussey Gay Bell Architects of Savannah, GA in the amount of \$99,200 (fixed fee) for Phase I, Programming and Concept Design; and \$735,000 (fixed fee) for Full Design and Construction Administration, including a \$5,000 allowance for reimbursables. RFP 22-174. (Approved by Administrative Services Committee September 13, 2022)
39. Received as information and requested a timeline: Update from the Augusta Recreation Director relative to the construction of restrooms at Diamond Lakes. (Requested by Commissioner Alvin Mason)

40. Approved: 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 on August 30, 2022; deferred from the September 6, 2022 Commission Meeting).

If you have any questions, please contact me.

In Service,



Takiyah A. Douse
Interim Administrator



Central Services Department

Ron Lampkin, Interim Director
Rick Acree, Project Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-2426 Phone (706) 799-5077 Fax

Item 7.

MEMORANDUM

FROM: Mr. Rick Acree, Project Manager, Central Services

THROUGH: Mr. Ron Lampkin, Interim Director, Central Services Department

TO: Ms. Geri Sams, Director, Procurement Department

DATE: June 13, 2022

SUBJECT: Bid Item #22-174 Design Services for Renovation to Houghton School – Request to Enter into Negotiations

Statements of Qualifications on the referenced project were received on March 29, 2022. Procurement received six (6) compliant Statements of Qualifications (SOQ) prior to the established deadline.

The evaluation team reviewed the information provided by prospective firms using the criteria set forth in the RFQ, and in accordance with Procurement regulations on May 5, 2022. Three firms were short listed to make presentations to the committee on May 26th. As a result of these presentations, Hussey Gay Bell Architects of Savannah were found to have provided the best qualifications to design this project.

There were some concerns regarding proximity of the two user departments expressed following the evaluation, so the notification to proceed with negotiations was delayed. Those concerns have been resolved and we are prepared to move forward.

CSD Respectfully requests that the Procurement Department set up a Zoom meeting with representatives from Hussey Gay Bell to enter into negotiations for a contract to present to the Augusta Commission for approval to design the Renovation Project.

Thank you for your assistance thus far. Please do not hesitate to call if you have any questions or need additional clarification.

Cc: Takiyah A. Douse
Laquona Sanderson

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
--------------------------	--------	-------------------------------------	-----------	--------------------------	------------	--------------------------	---------

Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
---------------------------------	--

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

Date

13-Oct-22

Re:

22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Robert Armstrong

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
---------------------------------	----------------

cc: File
HGB
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Signed: Rick Acree AIA
Project Manager



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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User Notes: (812541231)

TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes: (812541231)

The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Init.

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes: (812541231)

Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

Init.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022
 Exhibit A from the City of Augusta
 Exhibit B Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Init.

RFQ#22-174 and all associated Addenda

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)

ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.



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User Notes: (612541231)

EXHIBIT A

**CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR
JUVENILE COURT AND ELECTIONS BOARD**

THIS AGREEMENT is effective as of the date of the last signature, by and between **AUGUSTA, RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners (“County”) and HUSSEY GAY BELL (herein “Contractor,” collectively referred to as the “Parties.”)

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree:

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

The Contractor is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Contractor and the Project;

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.

Conduct and document public meetings

Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval

Completion and presentations of design development to include monthly updates to a designated committee for the project.

Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.

Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.

Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.

Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

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

Section 9.02 Right to inspect premises.

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

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

Verify number to the County and are in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with County the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to County at the time the subcontractor(s) is retained to perform such physical services.

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County 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 County. 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 County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.


Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA:


AUGUSTA, GEORGIA

BY: 
 PRINTED NAME: HARDIE DAVIS, JR.
 AS ITS: MAYOR


CONTRACTOR:

BY: 
 PRINTED NAME: Robert Armstrong, AIA
 AS ITS: Vice President

ATTEST CLERK:


 PRINTED NAME: Lena Bonner
 AS ITS: Clerk of Commission

ATTEST:


 PRINTED NAME: C J Chance, PE
 AS ITS: Vice President

DATE: 9/23/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung
 International, Inc.
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,



P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson II'.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL
Established 1958

1 July 2022

Nancy Williams, Contract Compliance Administrator
 Procurement Department
CITY OF AUGUSTA, GA
 535 Telfair Street, Room 605
 Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
 BOARD OF ELECTIONS
 A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

'22OCT14 4:11PM

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
--------------------------	--------	-------------------------------------	-----------	--------------------------	------------	--------------------------	---------

Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
---------------------------------	--

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona _____ Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Robert Armstrong

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
---------------------------------	----------------

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes: (812541231)

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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes: (812541231)

Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

Init.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022
Exhibit A from the City of Augusta
Exhibit B Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

RFQ#22-174 and all associated Addenda

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)


ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.

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User Notes:

EXHIBIT A

**CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR
JUVENILE COURT AND ELECTIONS BOARD**

THIS AGREEMENT is effective as of the date of the last signature, by and between **AUGUSTA, RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners ("County") and HUSSEY GAY BELL (herein "Contractor," collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree:

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

The Contractor is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Contractor and the Project;

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.
 Conduct and document public meetings
 Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval
 Completion and presentations of design development to include monthly updates to a designated committee for the project.
 Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.
 Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.
 Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.
 Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

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

Section 9.02 Right to inspect premises.

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

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

Verify number to the County and are in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with County the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to County at the time the subcontractor(s) is retained to perform such physical services.

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County 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 County. 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 County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.

Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA:

CONTRACTOR:

AUGUSTA, GEORGIA

BY: 

BY: 

PRINTED NAME: HARDIE DAVIS, JR.

PRINTED NAME: Robert Armstrong, AIA

AS ITS: MAYOR

AS ITS: Vice President

ATTEST CLERK:

ATTEST:





PRINTED NAME: Lena Bonner

PRINTED NAME: C J Chance, PE

AS ITS: Clerk of Commission

AS ITS: Vice President

DATE: 9/7/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung
 International, Inc.
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,



P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson, II'. The signature is fluid and cursive, with the last name 'Dickinson' being more prominent.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL
Established 1958

1 July 2022

Nancy Williams, Contract Compliance Administrator
 Procurement Department
CITY OF AUGUSTA, GA
 535 Telfair Street, Room 605
 Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
 BOARD OF ELECTIONS
 A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

From: Laquona Sanderson <LSanderson@augustaga.gov>
Sent: Tuesday, April 11, 2023 9:29 AM
To: Timothy Schroer <Tschroer@augustaga.gov>

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

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

JL Budgets and Actuals with Encumbrances				
Fiscal Year: 2023				
Report Date: 04/12/2023				
Budget Version: 1				
Object Description	Budget	Actual	Encumbrance	Balance
223051102 Juvenile Court Facility				
5212112 Architects	839,200.00	0.00	0.00	839.2
6011110 Contingency	5,160,800.00	0.00	0.00	5,160.8
Revenue & Transfers In:	0.00	0.00	0.00	6,000.0
Expenditure and Transfers Out:	6,000,000.00	0.00	0.00	-6,000.0
Net:	-6,000,000.00	0.00	0.00	-6,000.0
Grand Total (GRV & TI):	0.00	0.00	0.00	
Grand Total (XP & TO):	6,000,000.00	0.00	0.00	6,000.0
Net:	-6,000,000.00	0.00	0.00	-6,000.0

As Requested

Juvenile Court Facility
 GL 330-05-1120
 JL 223051102
 Object code for this PO – 5212112

From: Timothy Schroer
Sent: Wednesday, April 12, 2023 3:29 PM
To: Laquona Sanderson
Cc: Scarlet Green; Nancy M. Williams; Ron Lampkin
Subject: RE: #22-174 Account Number



LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augustaga.gov | www.augustaga.gov

LaQuona Sanderson

Thank you,

Please see the attached requisition for Craig Houghton and provide the SPLOST account number.

Tim,

From: LaQuona Sanderson
Sent: Wednesday, February 15, 2023 9:12 AM
To: Timothy Schroer <TSchroer@augustaga.gov>
Cc: Rick Acree <racree@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: FW: PO Request
Importance: High



LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augustaga.gov | www.augustaga.gov

LaQuona Sanderson

I am reaching out to follow up on the GL & JL for the attached requisition as the vendor is requesting payment for services.

Tim,

Subject: #22-174 Account Number
Importance: High
Tim,
I am reaching out to follow up on the GL & JL for the attached requisition as the vendor is requesting payment for services.

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

AED:104.1



LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augusta.gov | www.augusta.gov

LaQuona Sanderson

Thank you,

- 23CSA002
- Craig Houghton converts to Juvenile Court

Please send a copy of the following purchase orders:

Nancy,

From: LaQuona Sanderson <LSanderson@augusta.gov>
Sent: Tuesday, February 14, 2023 3:39 PM
To: Nancy M. Williams <NWilliams@augusta.gov>
Subject: PO Request

From: Nancy M. Williams <NWilliams@augusta.gov>
Sent: Tuesday, February 14, 2023 6:14 PM
To: LaQuona Sanderson <LSanderson@augusta.gov>
Subject: RE: PO Request

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

Item 7.

PURCHASE ORDER NO.
23CSA006

DATE 04/19/23	DEPARTMENT 051120	VENDOR PHONE # (770) 476-7782	REQUISITION/QUOTE NO. R374633
VENDOR # 13847	E-VERIFY # 398475	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR HUSSEY GAY BELL & DEYOUNG 329 COMMERCIAL DRIVE SUITE 200 SAVANNAH, GA 31416	ATTN: BID NUMBER: 22-174 CONTRACT #: 23CSA006 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 TO CONVERT FORMER HOUGHTON ELEMENTARY SCHOOL INTO SPACE FOR AUGUSTA JUVENILE COURT AND RCBOE - PHASE I - PROGRAM AND CONCEPT DESIGN 330-05-1120/52-12112	99,200.00	99,200.00
0002	1	LS		FULL DESIGN AND CONSTRUCTION ADMINISTRATION 330-05-1120/52-12112	735,000.00	735,000.00
0003	1	LS		REIMBURSABLES 330-05-1120/52-12112	5,000.00	5,000.00

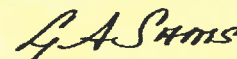
APPROVED BY COMMISSION
9/20/22, ITEM #27

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..... 839,200.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

365

REQUISITIONER



Central Services Department

Ron Lampkin, Interim Director

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

MEMORANDUM

D White
5/16/25

TO: Darrell White, Interim Director, Procurement Department

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

DATE: *R. Lampkin*
May 15, 2025

SUBJECT: Amend 23CSA006 - Design Services for Renovation to Houghton School / Juvenile Court

We respectfully ask you to accept this communication as our request to approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.

Hussey Gay Bell & DeYoung International, Inc. was awarded the contract to design a new facility for the Juvenile Court under Bid 22-174 on September 20, 2022, purchase order 23CSA006. As the project is not fully funded, a full redesign of the building is not feasible, therefore the scope will be limited to a retrofit of the existing facility. The intent of this approach is to make the facility adequately functional and appropriate for use by the Juvenile Court, ensuring it meets operational needs within the available budget.

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

RL

HUSSEY GAY BELL*Established 1958*

16 May 2025

Ron Lampkin, Interim Director
 Central Services Department
AUGUSTA-RICHMOND COUNTY, GA
 2760 Peach Orchard Road
 Augusta, GA 30906

**RE: RENOVATION OF CRAIG-HOUGHTON SCHOOL FOR JUVENILE COURT
 PROGRAMMING & CONCEPT DESIGN ADDITIONAL SERVICES FEE PROPOSAL**

Dear Mr. Lampkin:

Per our meeting on April 17, 2025, we are pleased to present to you our additional services fee proposal for the above referenced project. As you are aware, after being on hold for many months, the project is now active. The Broad Street building, which is currently being rented by Juvenile Court, is being sold and they must move out. The Juvenile Court program now needs to be relocated into the Craig-Houghton School building ASAP. The current program and budget for the Craig-Houghton School renovation is 69,803 SF and \$38,232,000.00. However, this amount of funding is not currently available, therefore, the current program and concept design needs to be revisited and reduced down to the essentials. Per Article 4.2 of the Design Services Agreement, revising the program and concept design constitutes additional services. Our fee for these additional services will be fixed at **\$44,675.00** and breaks down as follows.

HGB Architecture:	\$10,000.00
Docka Architecture:	\$29,675.00
Gleeds Cost Estimating:	\$5,000.00
Total:	\$44,675.00

I trust you will find this proposal acceptable, if so, please sign and date below. Please let me know if you have any questions.

Sincerely
HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
 Principal Architect

cc: Nolan Martin
 P J Docka, AIA
 File

 ACCEPTED BY

 DATE



Administrative Services Committee

May 27, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the May 13, 2025 Administrative Services Committee meeting minutes.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A