



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, February 04, 2025

2:00 PM

INVOCATION

Dr. Michael Mitchell, Senior Pastor, Restoration Ministries

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

DELEGATION(S)

- A. **Mr. Joe Edge** regarding the Historic Preservation Commission's recent hearing regarding 802 Greene Street located in Downtown Augusta.
- B. **Mr. Dave Barbee** regarding property located at 802 Greene Street.
- C. **Mr. Brian Green** regarding amending our local government and City Charter.

CONSENT AGENDA

(Items 1-15)

PUBLIC SERVICES

- 1. Motion to **approve** the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc. **(Approved by Public Services Committee January 28, 2025)**
- 2. Motion to **approve** request for the waiver of the \$900.00 fee waiver for rental of the Jessye Norman Amphitheater. **(Approved by Public Services Committee January 28, 2025)**
- 3. Motion to **approve A.N. 25-01 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine with Sunday Sales, Michael Parrish** applicant for **Tee It Up Indoor Golf, LLC**, located at 3626 Walton Way Extension. District 3, Super District 10 **(Approved by Public Services Committee January 28, 2025)**
- 4. Motion to **approve A.N. 25-04 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine, Edward Henderson Jr.** applicant for **A&E Sports Bar and Lounge**, located at 2623 Deans Bridge Road. District 2, Super District 9 **(Approved by Public Services Committee January 28, 2025)**

ADMINISTRATIVE SERVICES

- 5. Motion to **approve** Good Human Solutions, a contractor, for a Lead Hazard Reduction and Healthy Homes Project to be located at 2625 Oakland Avenue. **(Approved by Public Services Committee January 28, 2025)**

- 6.** Motion to **approve** Executive Hiring Strategy. **(Approved by Public Services Committee January 28, 2025)**
- 7.** Motion to **deny contract award and rebid for one (1) Contractor-3 Zones 2) optional recycle, street sweeping and mosquito control 3) extension of current contracts for four (4) months.**
 Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE **(Approved by Administrative Services Committee January 28, 2025)**
- 8.** Motion to **approve** setting a deadline for the governing body to finalize their Charter Committee selections by February 18, 2025. **(Approved by Administrative Services Committee January 28, 2025)**
- 9.** Motion to **approve** referring to the Administrator for review and report back in ninety (90) days the matter of creating three (3) Constituent Services Liaisons / Commission Assistant positions. **(Approved by Administrative Services Committee January 28, 2025)**
- 10.** Motion to **approve** an addition of \$107,925.00 to purchase order 23CSA007 to cover the costs of the development of design and construction documents for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services. **(Approved by Administrative Services Committee January 28, 2025).**

ENGINEERING SERVICES

- 11.** Motion to **approve** directing Planning & Development in collaboration with Environmental Services to review a chronic nuisance ordinance to address blighted properties. **(Approved by Engineering Services Committee January 28, 2025)**
- 12.** Motion to **approve** proposal from Ardurra Group, Inc to provide additional engineering services to the sewer design for the Hicks Water Treatment Plant Filter #4 Rehabilitation. (PO #23AUA199) **(Approved by Engineering Services Committee January 28, 2025)**

FINANCE

- 13.** Motion to **approve** Excess Workers' Compensation Insurance with Safety National Casualty with statutory limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$573,929. **(Approved by Finance Committee January 28, 2025)**
- 14.** Motion to **approve** Amendment to the Master Services Agreement with ADP for Additional Payroll Services **(Approved by Public Services Committee January 28, 2025)**

PETITIONS AND COMMUNICATIONS

- 15.** Motion to **approve** the minutes of the January 7, 2025 Commission Meeting.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 16-21)

PUBLIC SERVICES

- 16. A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance, Alfonzo Dagget applicant for Eclipse Restaurant and Lounge, LLC, located at 3036 Deans Bridge Road. District 5, Super District 9 (No recommendation from Public Services Committee January 28, 2025)**
- 17. Motion to approve A.N. 25-05 – Existing Location, New Ownership: Retail Package Beer and Wine, Karthik Allati applicant for Shree Laxmi Narayan Supermarket, Inc. D/B/A/ Green Street Super Market, located at 2 Greene Steet. District 1, Super District 9 (Approved by Public Services Committee January 13, 2025 deferred from the January 23, 2025 Commission Mtg.)**

ADMINISTRATIVE SERVICES

- 18. Motion to approve contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services.**
- 19. Receive as information an update to Administrative Rule 11, Augusta Inclement Weather/Emergency Condition Administrative Rule.**
- 20. Motion to approve the reclassification of the EMA Deputy Director position to an EMA Director, at a salary grade 31, and allocate contingency for the additional salary.**

LEGAL MEETING

- A. Pending and Potential Litigation**
- B. Real Estate**
- C. Personnel**
- 21. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.**



Commission Meeting

February 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Joe Edge regarding the Historic Preservation Commission's recent hearing regarding 802 Greene Street located in Downtown Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting _____
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
_____	Administrative Services Committee	Date of Meeting _____
_____	Engineering Services Committee	Date of Meeting _____
_____	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Joe Edge

Address: 1865 Champions Ci, Evans GA 30809

Telephone Number: (706) 627-2789

Fax Number: _____

E-Mail Address: jedge@shermanandhemstreet.com

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

~~I would like five minutes to discuss the Historic Preservation Commission's recent hearing regarding 802 Greene Street located in Downtown Augusta.~~

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: lbonner@augustaga.gov
	nmcfarley@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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



Commission Meeting

February 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Dave Barbee regarding property located at 802 Greene Street.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	2/4/2025
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: DAVE BARBEE
Address: 807 Mayo Lane Augusta, GA 30907
Telephone Number: 706-910-2404
Fax Number: _____
E-Mail Address: d.barbee@associationlink.net

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

Property Located 802 Greene Street

Please send this request form to the following address:

Ms. Lena J. Bonner Clerk of Commission Suite 220 Municipal Building 535 Telfair Street Augusta, GA 30901	Telephone Number: 706-821-1820 Fax Number: 706-821-1838 E-Mail Address: lbonner@augustaga.gov nmcfarley@augustaga.gov
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Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

February 4, 2025

Delegation

Department: N/A

Presenter: N/A

Caption: **Mr. Brian Green** regarding amending our local government and City Charter.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Lena Bonner

From: Brian Green <briangreen2009@gmail.com>
Sent: Thursday, January 30, 2025 4:22 PM
To: Lena Bonner
Subject: [EXTERNAL] Fwd: Request to appear before the County-Commission

----- Forwarded message -----

From: Brian Green <briangreen2009@gmail.com>
Date: Thu, Jan 30, 2025, 8:07 AM
Subject: Request to appear before the County-Commission
To: <nmorawski@augustaga.gov>

Hello Ms Morawski,

I am requesting to appear before the County Commissioners. The subject I wish to indulge is: The need to amend our local govt and City Charter.

Thanks

B Green

7066273859

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



Public.Service.Committee.Meeting

Meeting Date: 1/14/2025

Airport First Amendment & Assignment of BA Augusta LLC Lease Agreement

Department: Augusta Regional Airport

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

Caption: Motion to **approve** the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc. This item was approved by the Augusta Aviation Commission on December 12, 2024.

Background: BA Augusta, LLC. executed a ground lease agreement with Augusta Regional Airport/Augusta Richmond County (ARC) on August 15, 2023. BA Augusta, LLC., submitted a formal letter dated November 6, 2024, requesting the Augusta Aviation Commission (AAC) approve assignment of their ground lease to NetJets Services, Inc., in accordance with Article VII, Section O of their ground lease agreement.

NetJets Services, Inc., submitted a formal letter dated November 11, 2024, that they have agreed to accept the assignment of the BA Augusta, LLC., ground lease agreement with requested changes to the agreement, upon approval by AAC/ARC.

Analysis: NetJets Services, Inc., is an international aviation organization that has been a valued customer and partner of the Augusta Regional Airport for many decades. Assignment of the BA Augusta, LLC., ground lease agreement will expand the current partnership and will benefit both entities.

Staff negotiated with the Director, Airport Development & Strategic Opportunities, NetJets, Inc., and agreed to the following terms:

Waiver of the “no-amendment clause”, allowing the assignment of the Agreement.

Allowance for a formal metes and bounds survey to be incorporated into the agreement.

Providing a 10-day grace period for the term extension option notice period.

Include a clarification statement regarding the FMV rent increase provision to allow payments in either monthly or annual installments at the Lessee's discretion.

Include clarification in the Financing section that the Lessee is the owner of all improvements on the property during the term of the lease.

Amend the requirement for the potential demolition of improvements upon reversion to clarify requirement to remediate any hazardous materials.

Amend the agreement to allow the Lessee to connect the property to Doug Barnard Parkway at their discretion.

Financial Impact:

BA Augusta, LLC was in arrears to the Augusta Regional Airport for 5 months of lease payment. The assignee has agreed to pay the shortfall, bringing in revenue of \$108,812.50. Account Number 551000000-3492507.

Alternatives:

N/A

Recommendation:

Approve the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

N/A

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission (“Landlord”) and **NETJETS SERVICES, INC.**, a Delaware corporation (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and BA Augusta, LLC, a Delaware limited liability company (“Initial Tenant”), entered into that certain Augusta Regional Airport Property Lease Agreement dated August 15, 2023, (the “Lease”), in connection with that certain real property consisting of approximately 519,000 square feet of unimproved land and 150,000 square feet of paved concrete ramp and taxilane located at the Augusta Regional Airport (the “Airport”) as more particularly described in the Lease (the “Property”);

WHEREAS, Initial Tenant has assigned its interest in the Lease to Tenant in accordance with that certain correspondence from Daniel C. Burrell to Landlord, dated November 6, 2024;

WHEREAS, Landlord and Tenant desire to amend the Lease, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth at length in the body of this Amendment. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease. All references herein to the Lease shall include this Amendment.

2. Property. The following language is added to the end of Article I of the Lease: “Tenant may, at Tenant’s election, have a survey with a metes and bounds legal description prepared for the Property at the Airport property (the “New Survey”). Upon receipt of the New Survey, the Parties agree to execute an amendment to this Lease to delete the depiction of the Property shown on Exhibit A to the Lease in its entirety and to replace it with the New Survey, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum, as defined herein; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. The Augusta, Georgia Commission hereby authorizes the Augusta Aviation Commission to approve the amendment to this Lease to attach the New Survey to replace the depiction attached to the Lease as Exhibit A and incorporate the revised Exhibit A into the Lease, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. The Augusta, Georgia Commission further authorizes the Augusta Aviation Commission Chair to execute such amendment on behalf of Landlord. This authorization solely applies to the amendment to this lease to attach the New Survey to replace the depiction attached to the Lease as Exhibit A and incorporate the revised Exhibit A into the Lease, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. This authorization shall not apply to the amendment of any other section of the Lease.”

3. Rent. Both instances of the phrase “paid on a monthly basis” in Article III, Section B of the Lease are hereby deleted in their entirety and replaced by the following: “paid on a monthly or annual basis, at Tenant’s discretion”. The last two sentences of Article III, Section C of the Lease are hereby deleted in their entirety and replaced by the following: “In the event of any appraisal conducted in accordance with

the terms of this Section C, and starting on the anniversary of the Rent Commencement Date immediately following such appraisal, rent shall be adjusted to fair market value as determined in accordance with such appraisal process. Starting on the anniversary of the Rent Commencement Date immediately following any year that Landlord did not have a right to have the Property appraised in accordance with this Section C, or any year that Landlord elected not to have the Property appraised in accordance with this Section C, rent shall increase in the amount of three percent (3%) of the then-current rent.”

4. Intentionally Omitted.

5. Notice of Failure to Exercise Option. The second sentence in the second paragraph in Article IV, Section A of the Lease is hereby deleted in its entirety and replaced by the following: “Said renewal notice(s) shall be given in writing to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term, provided however, that if Tenant fails to timely exercise a Term Extension Option, Tenant’s right to so exercise such option shall not terminate until the date that is ten (10) business days after Landlord has provided Tenant with written notice of such failure to exercise the applicable Term Extension Option (and Tenant then fails to exercise the applicable Term Extension Option by the end of such ten (10) business day period).”

6. Financing. The following language is added to the end of the first paragraph of Article VI of the Lease: “During the Term of this Lease, Tenant shall be the owner of all such improvements on the Property, including but not limited to vertical construction, slabs, parking lots, mechanical and electrical systems, utilities, and landscaping.”

7. Tenant Obligations at Lease Termination or Expiration. Article VII, Section (E) of the Lease is hereby deleted in its entirety and replaced by the following:

“Upon expiration or termination of this Lease, the ownership of the building(s) and other improvements on the Property shall be determined as follows:

All improvements on the Property upon expiration or termination of this Lease (as extended) shall become property of the Landlord. Prior to or immediately upon Lease termination, Landlord and Tenant shall execute all documents necessary to effectuate the transfer to Landlord of ownership of the improvements on the Property free and clear of all liens and encumbrances. Tenant shall be required to transfer the Property and all improvements in useable condition, normal wear and tear excepted. Should the improvements contain any building materials or components that are deemed hazardous by any governmental authority at the time of transfer, such that the Landlord would be precluded from occupying or releasing the Property without remediating such hazard, the Tenant shall be required to remediate the hazardous materials at the Tenant’s expense.”

8. Taxes. Article VII, Section P of the Lease is hereby deleted in its entirety and replaced by the following: “Tenant shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, activities or operations of any kind on the Property. Tenant shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by Landlord, in the name of Landlord; provided that, if unsuccessful, Tenant shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys’ fees, that may result from any such action by Tenant, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, Tenant shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the

attachment or accrual of any lien or penalty. Nothing herein shall be construed to require Tenant or Permitted Sublessee to pay taxes on the interests created by this Lease or any sublease to a Permitted Sublessee. To the extent that the Property, the Tenant Improvements, this Lease or any sublease to a Permitted Sublessee are not exempt from taxes, Landlord shall reasonably cooperate with any efforts of Tenant or the Permitted Sublessee, as the case may be, if they seek to participate in an industrial revenue bond or other similar financing structure with the Augusta Economic Development Authority or other similar quasi-governmental authority in an effort to minimize Tenant's or any Permitted Sublessee's ad valorem taxes."

9. Access. Article IX, Section B of the Lease is hereby deleted in its entirety and replaced by the following: "Landlord hereby authorizes Tenant to construct, at Tenant's cost, an access road on the currently unimproved land adjacent to the Property to connect the Property to the Airport's hangar access road, thereby providing uninterrupted, paved vehicular access between the Property and Doug Barnard Parkway ("Drive Path"). Landlord shall be responsible for maintaining the Drive Path in good condition and repair throughout the Term. Landlord hereby grants a non-exclusive access easement to Tenant (i) to construct and use the Drive Path; (ii) over the Airport Property for ingress and egress to and from the Property; and (iii) over all of the Airport roadways, taxiways, and runways located on the Airport property such that Tenant's aircraft entering the Property shall have unimpeded access to taxiways and runways at all times (the "Access Easement"). The terms of the Access Easement shall be set forth in the Memorandum, as defined in this Lease. "

10. Use by Tenant's Affiliates. The following language is added to the end of Article IX, Section (A) of the Lease: "Tenant's use of the Property in accordance with this Lease shall include use by the affiliates of Tenant that hold aircraft certificates, including NetJets Sales, Inc., NetJets Aviation, Inc., Executive Jet Management, Inc., NetJets Transportes Aeros, S.A., NetJets Air Transport Limited UK, NetJets Aviation, Sociedade Unipessoal, Lda, Executive Jet Management (Europe) Limited, or any other subsidiary or affiliate of NetJets, Inc."

11. Intentionally Omitted.

12. Notices. Tenant's notice address provided in Article XI, Section (C) of the Lease is hereby deleted in its entirety and replaced by the following:

"NetJets Services, Inc.
4111 Bridgeway Avenue
Columbus, OH 43219
Attention: VP Global Procurement & Real Estate
Email: RealEstate@netjets.com

With simultaneous a copy to:

NetJets Services, Inc.
4111 Bridgeway Avenue
Columbus OH 43219
Attention: Office of the General Counsel"

13. Eminent Domain. Article XI, Section P of the Lease is hereby deleted in its entirety and replaced by the following:

"If the whole of the Property shall be taken or condemned under the right of eminent domain, then this Lease shall automatically terminate. If less than the whole of the Property

shall be taken or condemned but the part taken or condemned constitutes, in Tenant's sole judgment, such a substantial part of the Property so that the remaining part of the Property shall be insufficient for the economic and feasible operation of Tenant's permitted use of the Property, then Tenant shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section, whether automatically or at Tenant's election, then (a) such termination shall be effective as of the date possession is lawfully acquired by the condemning authority; (b) from and after such effective date of termination, (i) this Lease shall be of no further force or effect and the parties hereto shall have no further obligations hereunder (except for any obligations expressly surviving such termination), and (ii) the obligation to pay rent hereunder shall cease; and (c) notwithstanding any termination of this Lease, the awards or payment of compensation by the condemning authority on account of the taking or condemnation shall be applied as follows: Landlord shall receive that portion of the total awards or payments that are attributable to Landlord's leased fee interest in the Property that are taken or damaged by the condemnation.

Tenant shall receive that portion of the total awards or payments that are attributable to Tenant's leasehold interest in the Property that are taken or damaged by the condemnation. In addition to recovering compensation for the taking or damaging of Tenant's leasehold interest, Tenant shall receive all compensation awarded for the taking or damaging of the actual and constructive improvements made by Tenant to the Property, including but not limited to Tenant's interest in the Tenant Improvements. In the event that any portion of the Property is condemned by a governmental entity other than the Landlord, the Landlord shall have no obligation to pay any compensation to Tenant in addition to any awards or payments paid by the condemning authority and payable to the Tenant, as specified herein.

Landlord, Tenant and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

If only a part of the Property shall be taken or condemned and the part remaining can, in the sole judgment of Tenant, be economically adapted for Tenant's permitted use of the Property, then this Lease shall remain in full force and effect, and rent payments by Tenant shall be reduced during the then current Lease term and any Option Term(s) thereafter exercised as follows: rent shall be reduced by a percentage equal to the percentage that the part(s) taken is of the whole Property to the extent that the part(s) taken result in (i) a reduction in the amount of parking, (ii) a reduction in the accessibility to Tenant's Improvements by pedestrian and/or vehicular traffic (including, without limitation, the removal of a point of access or the loss of any portion of Tenant's internal circulation drive aisles), (iii) the removal of points of access to and/or from the Property, (iv) a loss of Tenant's primary free-standing signage, if any, or (v) some other a material adverse effect on Tenant's ability to operate for business from the Property in at least a comparable economic and profitable manner as existed prior to such taking or condemnation. Notwithstanding the foregoing or anything to the contrary contained herein, if any parking on the Property is taken, or lost as a result of a taking, then, at Tenant's option, the rent (during the then current Lease Term and any exercised option term(s)) shall be reduced by either: (a) the percentage that the part taken is of the whole Property as described above, or (b) the percentage that the number of parking spaces taken and/or lost as a result of the

taking is to the total number of parking spaces existing on the Property before the taking. Additionally, if part of the Property is taken and this Lease remains in force and effect, Landlord shall be entitled to all compensation awarded for the land (as vacant) taken and any improvements built and paid for by Landlord that are in the taking, and for damages, if any, to Landlord's leased fee interest; and Tenant shall be entitled to all compensation awarded for any improvements built and paid for by Tenant, including but not limited to, Tenant's Improvements, including but not limited to, Tenant's site improvements, paving, curbing, landscaping and appurtenances, and signage, that are in the taking, and for damages, if any, to Tenant's leasehold interest.

Landlord shall notify Tenant within ten (10) days of any notification from any governmental entity regarding the proposed taking or condemnation of any or all of the Property. In addition, Landlord shall copy Tenant on any subsequent correspondence regarding same, including but not limited to, the condemning authority's offer(s) of compensation and appraisal(s) upon which such offer(s) is based.

Landlord, Tenant and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

Any termination of this Lease pursuant to this Section, whether automatically or by Tenant's election hereunder, shall not be deemed to terminate this Lease for purposes of Tenant's prosecuting and receiving an award or settlement from the condemning authority as compensation for the taking or damaging of its leasehold interest in the Property, including but not limited to, the actual and constructive improvements made by Tenant to the Property as provided for in this Section, which shall be in no way impaired. Not only should this pertain to the Property, but it should also include the runways, approaches, taxiways, and all access points for a plane to access the Property."

14. Miscellaneous. The following new sections are hereby added to Article XI of the Lease:

"S. Memorandum of Lease and Grant of Easement. Landlord and Tenant agree to deliver a fully executed and notarized original of the Memorandum of Lease and Grant of Easement in the form attached hereto as **Exhibit B** and incorporated herein (the "Memorandum") to the other party upon execution of this Amendment. Tenant may, at its option, record the Memorandum in the Office of the Clerk of the Superior Court of Richmond County, GA.

T. Joinder by the City. Augusta, Georgia joins in the execution of this Lease to approve its terms in accordance with Section 1-3-5 of Chapter 3, Article 1 of the Augusta-Richmond County Code.

15. Counterparts; Facsimile Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Signatures via fax or via DocuSign or Adobe Sign shall be treated as original signatures in all respects.

16. Effect of Amendment. The Amendment and the Lease shall be construed as one instrument. Section and paragraph headings throughout the Amendment are for convenience only and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Amendment.

17. Authorization. The individuals executing this Amendment for and on behalf of the parties hereto represent and warrant that they have been duly authorized to execute this Amendment and that all corporate action necessary to the execution of this Amendment has been taken and done.

18. Partial Invalidity. If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

19. Brokers. Landlord and Tenant each represent and warrant to the other that it has dealt with no broker in connection with this Amendment and agrees to indemnify and hold harmless the other from all claims, actions, damages, costs and liability whatsoever, including reasonable attorneys' fees and costs, that may arise from any claim for commission or finder's fees made against the other in connection with this Amendment.


20. Governing Law. This Amendment shall be governed by the laws of the State of Georgia, without regard to any otherwise applicable principles of conflicts of laws.

(signature page follows)

IN WITNESS WHEREOF, Landlord has executed this Amendment as of _____.

LANDLORD

AUGUSTA, GEORGIA, by and through its Augusta Aviation Commission

By: 
Name: Dan D Troutman
Title: Chairman

Approved by the City on the ___ day of _____, 202__:

AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, Tenant has executed this Amendment as of December 19, 2024.

TENANT

NETJETS SERVICES, INC.

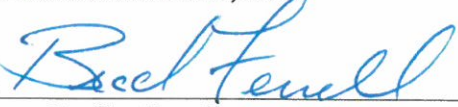
By: 
Name: Bradley Ferrell
Title: EVP, Chief Legal Officer

EXHIBIT B

FORM OF MEMORANDUM OF LEASE AND GRANT OF EASEMENT

(Space above for Recorder's Use)

MEMORANDUM OF LEASE AND GRANT OF EASEMENT

This **MEMORANDUM OF LEASE AND GRANT OF EASEMENT** dated as of the 19th day of December, 2024 (this "Memorandum") is made and entered into by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission ("Landlord") and **NETJETS SERVICES, INC.**, a Delaware corporation ("Tenant").

WHEREAS, Landlord is the owner of that certain real property known as the Augusta Regional Airport, as further described on **Exhibit A**, attached hereto and incorporated herein (the "Airport Property");

WHEREAS, Tenant and Landlord are parties to that certain Augusta Regional Airport Property Lease dated August 15, 2023 (the "Lease") pursuant to which Tenant is leasing a portion of the Airport Property, as described on **Exhibit B** attached hereto (the "Leased Property");

WHEREAS, the parties desire to record this Memorandum to provide record notice of the Lease and certain of its terms.

NOW THEREFORE, in consideration of the foregoing, the parties acknowledge the existence of the Lease, and certain of its terms, as follows:

1. The term of the Lease is for a period of twenty-five (25) years commencing August 15, 2023, as described in the Lease, unless sooner terminated or extended pursuant to the terms of the Lease.
2. Tenant has two (2) successive options, each of which entitles Tenant at its election to extend the then current Term for an additional period of ten (10) years per option Term, subject to all of the provisions of the Lease.
3. The Property may be used for the purpose of aircraft sales, aircraft storage, miscellaneous and general equipment storage and for related office use and any other applicable use consistent with the operation of Tenant's business and in compliance with applicable law.
4. Landlord hereby grants to Tenant an exclusive easement (i) to construct, at Tenant's cost, an access road on the Airport Property to connect the Property to the Airport's hangar access road (the "Drive Path"), thereby providing uninterrupted, paved vehicular access between the Property and Doug Barnard Parkway; and (ii) to use the Drive Path for uninterrupted vehicular access between the Property and Doug Barnard Parkway. Landlord shall be responsible, at Landlord's sole cost and expense, for maintaining the Drive Path in good condition.

5. Landlord hereby grants to Tenant a non-exclusive, general access easement over all of the roadways, taxiways, and runways located on the Airport Property (the "Access Easement Area") such that Tenant's aircraft entering the Property shall have unimpeded access to taxiways and runways at all times. Landlord shall be responsible, at Landlord's sole cost and expense, for maintaining the Access Easement Area in good condition.

6. Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

(signature page follows)

IN WITNESS WHEREOF, Landlord has executed this instrument as of _____.

LANDLORD

AUGUSTA, GEORGIA, by and through its Augusta Aviation Commission

By: [Signature]
Name: Dan D Troutman
Title: Chairman

Approved by the City on the ___ day of _____, 202__ :

AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF GEORGIA
COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, as the _____ of the **AUGUSTA AVIATION COMMISSION**, on behalf of **AUGUSTA, GEORGIA**. S/he is personally known to me or has produced a driver's license as identification.

WITNESS my official hand and seal.

Notary Public – State of Georgia
My Commission Expires:

(SEAL)

IN WITNESS WHEREOF, Tenant has executed this instrument as of December 19, 2024.

TENANT

NETJETS SERVICES, INC.

By: *Brad Ferrell*
Name: Bradley Farrell
Title: EVP, Chief Legal Officer

STATE OF OHIO
COUNTY OF FRANKLIN

This instrument was acknowledged before me on the 19th day of December, 2024, by *Brad Ferrell*, as the *Chief Legal Officer* of NETJETS SERVICES, INC. S/he is personally known to me or has produced a driver's license as identification.

WITNESS my official hand and seal.



Allison McMillin
Notary Public, State of Ohio
Commission #: 2016-RE-614401
My Commission Expires 10-30-2026

Allison McMillin

Notary Public – State of OHIO
My Commission Expires: 10-30-2026

EXHIBIT A to Memorandum of Lease and Grant of Easement

Airport Property Legal Description

(to be inserted upon receipt of the New Survey)

EXHIBIT B to Memorandum of Lease and Grant of Easement

Leased Property Legal Description

(to be inserted upon receipt of the New Survey)



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

Augusta Aviation Commission Meeting
December 12, 2024
10:00 a.m.
Orwen Commission Chambers
2nd Floor - Terminal Building

- Committee Members:** Chairman - Dan Troutman; Vice-Chairwoman Ronic West; Commissioner Michael Cioffi; Commissioner Larry Harris; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Davis Beman; Commissioner Marshall McKnight; Commissioner William Fennoy; Commissioner James Germany;
- Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell; LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Greg Larsen
- Others:** Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt; Ms. Zena McClain- Staff Attorney-Augusta Law Department; Ms. Nancy Williams- Augusta Procurement; Ms. Dana Lynn McIntyre – Augusta Business Daily

CALL TO ORDER & PRAYER – Chairman Don Troutman called the meeting to order at 10:00 am
Prayer by Commissioner Cioffi

- I. AGENDA, MINUTES, STATISTICS, & CONSENT-** Chairman Don Troutman
- A. December 12, 2024 Meeting Agenda
 - B. October 31, 2024 Commission Meeting Minutes
Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve the December 12, 2024, Augusta Aviation Committee meeting agenda & the October 31, 2024, Commission Meeting Minutes

No Discussion; Unanimous Ayes; Motin carries

C. October 2024 Statistics

II. EMPLOYEE RECOGNITION – Catherine Highsmith

William Kovalchuck, ARFF-ARFF Driver Operator/Sgt- 5 Years of Service

III. FINANCE REPORT – Risa Bingham

October 2024 Financial

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve the October 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

IV. EXECUTIVE SESSION - Chairman Don Troutman

Motion by Commissioner Fennoy 2nd by Commissioner Larke to enter Executive Session @ 10:05 am; No Discussion; Unanimous Ayes; Motin carries

To Discuss Personnel

Motion by Commission Larke 2nd by Commission Fennoy that the recommended 2% annual pay increase to Mr. Judon be approved and to reimburse his legal fees in the amount of \$2,975.00

To Discuss Real Estate of NetJets Services

Item 1 – to add meets and bounds survey of the area under the lease of property boundaries to the lease at no cost to AGS

Item 2 – To add the opportunity to pay the lease in an annual payment as oppose to the current setup of monthly at their discretion

Item 3 – To allow a 10 day grace period on the 180 days notification period for amendments

Item 4 – Improvements made belong to them until the expiration or termination of lease

Item 5 – At expiration or termination of lease, structures can remain but all hazardous materials to be removed by them at their expense

Item 6 – Have opportunity to extend access to Doud Barnard Parkway at their expense and in coordination with our security requirements. AGS will retain the rights to easement

Item 7 – That all notices go to the new lessor

Item 8 – That the eminent domain language in the contract be clarified to explain the federal government authority and not the county can execute eminent domain

Item 9 – To have no broker included or in connection with this contract

Item 10 – To have lease signed by Augusta Georgia

Item 11 – For AGS to create an easement for their property being put on

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to amend the previous motion to add Items 1-11 and previous motion as is

*Motion by Commissioner Larke 2nd by Commissioner Fennoy to close meeting affidavit to justify or close Executive Session @ 12:42 pm
No Discussion; Unanimous Ayes; Motion carries*

V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- Terminal Checkpoint Modernization Recommendation of Award – Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Modernization Recommendation of Award in the amount of \$5,706,278.00.

Commission McKnight recused from voting; Unanimous Ayes; Motions carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Intent to Approve Contract Award subject to staff vetting, recommending of staff, and legal approving the contract in content form.

Commission McKnight recused from voting; Unanimous Ayes; Motions carries

- B. Augusta Regional Airport (AGS)- Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03- Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve (AGS) Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03 resulting in a credit to the project in the amount of (\$71,625.00)

Discussion; Unanimous Ayes; Motions carries

VI. INFORMATION ITEMS

- A. Updates- Lauren Smith
AGS Shuttle Service going great; Legislative convocations continue concerning TSA Expansion Project; Mr. Judon attended G-DOT meeting in Atlanta

ADJOURN MEETING

**Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion carries**

Meeting adjourned at 12:55 am

Dan Troutman, Chairman
Augusta Aviation Commission



Public Services Committee Meeting

January 28, 2025

Fee Waiver for rental of the Jessye Norman Amphitheater

Department:	N/A
Presenter:	N/A
Caption:	Request for the waiver of the \$900.00 fee waiver for rental of the Jessye Norman Amphitheater
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>ASAP</u>
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: John TRUSSELL → JERRY BRIGER is our REP Locally
 Address: 306 PHEASANT Ridge Dr WARREN ROBINS, GA.
 Telephone Number: 478-957-2411
 Fax Number: _____
 E-Mail Address: JTRUSSOR @ GMAIL. Com JPBRIG @ AOL. Com

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

WE REQUEST THE WAIVER OF THE 900^{OR} FOR THE JESSE NORMAN
AMPHI THEATER FOR MARCH 23 2025 FROM 9:30 - 11:00 AM. THIS
IS FOR THE 200TH ANNIVERSARY CELEBRATION OF GENERAL
LA FAYETTE'S 1825 TOUR OF AUGUSTA. THIS IS A FREE EVENT TO THE
PUBLIC AND ALL STAFF ARE NON-PAID VOLUNTEERS. THANKS!

Please send this request form to the following address:

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

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

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



Public Services Committee Meeting

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-01 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine with Sunday Sales, Michael Parrish** applicant for **Tee It Up Indoor Golf, LLC**, located at 3626 Walton Way Extension. District 3, Super District 10
- Background:** New Location – Tee It Up Indoor Golf
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$5,610.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

- Alcohol Number _____ Year _____ Alcohol Account Number _____
- Name of Business Tee It Up Indoor Golf
 - Business Address 3626 Walton Way Ext. Suite 300 State GA Zip 30709
 - City Augusta
 - Business Phone (706) 799-7800 Home Phone () _____
 - Applicant Name and Address: Michael L. Parrish
525 Tudor Br.
Grovetown, GA 30813
 Email address mparrish0291@gmail.com
 D.O.B. _____
 - Applicant Social Security # _____
 - If Application is a transfer, list previous Applicant: _____

- Business Location: Map & Parcel _____ Zoning _____
- Location Manager(s) Michael Parrish, Christopher S. Toy, Wendy McGhee and Houston McGhee

- Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 Yes () No

OWNERSHIP INFORMATION

- Corporation (if applicable): Date Chartered: 8/5/2024
- Mailing Address: _____
 Name of Business Tee It Up Indoor Golf, LLC
 Attention Michael Parrish
 Address 525 Tudor Br.
 City/State/Zip Grovetown, GA 30813
- Ownership Type: Corporation () Partnership () Individual
- Corporate Name: Tee It Up Indoor Golf LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Michael L. Parrish	Member		525 Tudor Br. Grovetown, GA 30813	40%
Wendy McGhee	Member		204 Coventry Ave Grovetown, GA 30813	40%
Christopher Toy	Member		2006 Toby Ct Augusta, GA 30907	20%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Wholesale					

- Total License Fee: \$ _____
 Prorated License Fee: (After July 1 ONLY) \$ _____
- Have you ever applied for an Alcohol Beverage License before: No
 If so, give year of application and its disposition: _____

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



18. Attach a passport-size photograph (front view) taken within two weeks of the name on back of this license, submitting the license application.

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

20. Have you ever been arrested, or cited by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
Pam Parrish 2743 Perimeter Parkway Building 100, Suite 370

22. List the name and other required information for each person, firm or corporation having any interest in the business.
c/o Southeastern Real Estate Group, LLC Augusta, GA 30909

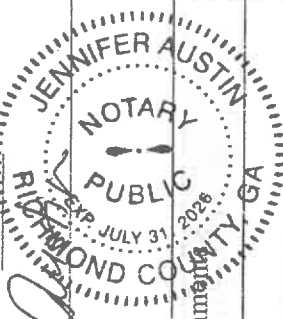
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

- A) Church
- B) Library
- C) School
- D) Public Recreation

24. State of Georgia, Augusta-Richmond County, I Michael L. Parrish
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

[Signature]
Applicant Representative

25. I hereby certify that [Signature] is personally known to be, That he/she signed his/her name to the foregoing application relating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 4th day of October, in the year 2024



Jennifer Austin
Notary Public
Richmond County, GA

FOR OFFICE USE ONLY	
Department	FOR OFFICE USE ONLY
Recommendation	Approve Deny
Alcohol Inspector	Community GA
Sheriff	
Fire Inspector	

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-01

Application Type: Consumption on Premises Liquor, Beer, and Wine with Sunday Sales - New Location

Business Name: Tee It Up Indoor Golf

Hearing Date: January 28, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Micheal Parrish

Property Owner: Walto Augusta Partners, LP

Address of Property: 3626 Walton Way Extension

Tax Parcel #: 023-0-128-00-0

Commission Districts: District 3, Super District 10

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant’s reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

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

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



Public Services Committee Meeting

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-04 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine, Edward Henderson Jr.** applicant for **A&E Sports Bar and Lounge**, located at 2623 Deans Bridge Road. District 2, Super District 9
- Background:** New Location – **A&E Sports Bar and Lounge**
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$4,365.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

Item 4.

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business A&E SPORTS BAR AND LOUNGE
2. Business Address 2623 DEANS BRIDGE RD, AUGUSTA, GA 30906
3. City Augusta State GA Zip 30909
4. Business Phone (803) 645-4378 Home Phone (____) _____
5. Applicant Name and Address: EDWARD O HENDERSON JR
1848 FORMOSA DR
AUGUSTA, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
NO TRANSFER
8. Business Location: Map & Parcel 086-1-001-00-0 Zoning B2
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
() Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business _____
Attention _____
Address _____
City/State/Zip _____
13. Ownership Type: () Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
EDWARD O HENDERSON JR			1848 FORMOSA DR AUGUSTA, GA 30906	

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store () Other: SPORTS BAR AND LOUNGE

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Wholesale					

Total License Fee: \$ 120.00
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? () Yes () No If so, please initial. _____



Item 4.

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

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

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.

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

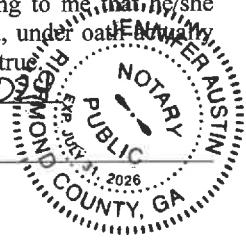
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church .04 miles _____ C.) School 1.4 miles _____
B.) Library 2.8 miles _____ D.) Public Recreation .09 miles _____

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

Edward Henderson Jr
Applicant Signature

25. I hereby certify that Edward Henderson Jr is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 13th day of November, in the year 2020

Justin Austin
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	✓		<i>Justin Austin</i>
Sheriff	✓		
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-04

Application Type: Consumption on Premises Liquor, Beer, and Wine - New Location

Business Name: A&E Sports Bar & Lounge

Hearing Date: January 28, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Edward Henderson, Jr.

Property Owner: Ponderosa Steak Barn of Augusta, Inc.

Address of Property: 2623 Deans Bridge Road

Tax Parcel #: 086-1-081-00-0

Commission Districts: District 2, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant’s reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$ 4.365.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



Administrative Services Committee Meeting

Meeting Date: 01/28/2025

HCD_ Lead Hazard Reduction Program Approval Request

Department: HCD

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

Caption: Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 2625 Oakland Avenue.

Background: On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as the part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.

The OLHCHH grant includes \$3,560,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and \$400,000.00 in HUD’s Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852.

Address: 2625 Oakland Ave August Ga. 30901, Contractor: Good Human Solutions, Budget: \$27,705, Project Type: Lead Hazard Reduction Grant

Analysis: Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

Financial Impact: Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD’s Request

Recommendation: Motion to approve a Lead Hazard Reduction and Healthy Homes Project be located at 2625 Oakland Avenue.

Funds are available in the following accounts: Lead Grant: Total Amount Requested: \$27,705
221073232-5211120- Contractual Services

REVIEWED AND APPROVED BY: Procurement
Finance
Law
Administrator
Clerk of Commission

AHCDD Form 508
(Rev. 05/04)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
REPAIR PROJECT**

Date:
1/14/2025

This agreement is between (Contractor):

GOOD HUMANS SOLUTIONS LLC
2008 Ryan Rd
Augusta, GA 30904

And: Augusta Housing & Community Development Department
925 Laney-Walker Boulevard
Augusta, Georgia 30901

Project : [REDACTED]
2625 Oakland Ave
Augusta Ga, 30904

Project # Lead Hazard

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY-SEVEN THOUSAND SEVEN-HUNDRED AND FIVE DOLLARS \$27,705.00.** All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

Hawthorne Welcher, Director
Housing & Community
Development Department

Contractor, Good Human Solutions

Witness: _____

SWORN TO AND SUBSCRIBED BEFORE ME, THIS
_____ DAY OF _____, 20____.

Notary Public, State of Georgia

(SEAL)

AHCDD Form 508
(Rev. 05/04)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
REPAIR PROJECT**

Date:
1/14/2025

Approved as to Form:

By: _____
Augusta, GA Legal Department
As its Legal Representative

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

By: _____
Lena Bonner
As its Clerk

Date: _____



Administrative Services Committee Meeting

January 28, 2025

Executive Hiring Strategy

Department:	N/A
Presenter:	N/A
Caption:	For information only presentation regarding an Executive Hiring Strategy.
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

Human Resources

Executive Hiring Strategy



Agenda

- Summary
- Executive Vacancies
- Hiring Strategy
- 90 Day Plan
- Snapshot

Executive Summary

- Augusta Richmond County is a local government with over 2,700 employees, making positive strides in its quest to become an Employer of Choice (EOC) in the populous southeast region of Georgia local governments. Augusta Richmond County is aware of the key role executive recruitment plays in its efforts and has developed an intentional Employer Value Proposition to that end. This objective will be accomplished by highlighting some of Augusta’s unique attributes i.e. low cost of living, international attractions, and work life balance offerings. Below are the current recruitment challenges accompanied by the recommended strategic initiatives for optimizing recruitment and retention of executive level positions.
- **Key Challenges:**
 1. Attracting top talent
 2. Length of Hiring Process
 3. Retention Challenges
- **Components of Enacting a 90-Day Recruitment Strategy:**
 1. Operationalize a Robust Recruitment Initiative
 2. Comprehensive Onboarding
 3. Career Driven Leadership Development Opportunities
 4. Cultural and Community Engagement

Current Executive Vacant Positions

- General Counsel (currently with Recruiter)
- Central Services Director
- Information Technology Director
- Finance Director
- Procurement Director
- Staff Attorney*
- Senior Staff Attorney*
- Airport Engineering and Maintenance Director*
- Deputy Administrator*
- Deputy General Counsel*

Executive Hiring Strategy

- Market Analysis and Competitive Benchmarking
- Employer Branding
- Posting and Advertising
- Partner with ICMA and National League of Cities(NLC) for comparisons
- Review compensation packages of comparable urban governments and non-profit organizations.
- Engage Executive Search Firms
- Professional Networks and Partnerships
- Interview Process Final Selection and Reference Checks
- Negotiation and Offer Presentation

90 Day Plan !

90- Days Executive Recruitment Plan

Provided an outline of a 90-day executive recruitment plan to the Administrator for review and acceptance.

Key milestones and deliverables

- Days1-10: Market analysis, EVP creation, job posting
- Days 11-31: Candidate sourcing, targeted outreach, search firm engagement
- Days 32-50: Screening, interviews, and final selection
- Days 51-90: Offer negotiation, onboarding, and public announcements.



- Full Recruitment: All key positions filled within 90 days
- Top-Tier Talent: High-caliber candidates attracted through competitive offers and targeted outreach
- Efficient Onboarding: Smooth transitions for new executives, setting them up for success from day one.
- Improved Streamlined Recruitment Process

Snapshot Roadmap to Outcomes

Thank you

Anita Rookard
Director of Human Resources

 <p>Executive Recruitment</p>	Administration SOP
	Page 1 of 3

Title: Executive Recruitment	SOP#	SOP-HR-AM-001	
	Revision #	Release	
	Implementation Date	2023-10-10	
	Last Update Date	2023-02-28	
Approval by Director	Anita Rookard	Author	Ma-Keisha Mullings

1. Purpose

The purpose of this Executive Recruitment process is to ensure a transparent, efficient, and thorough hiring process for executive-level positions within the organization. It aims to identify and attract qualified candidates for key roles through a structured approach, adhering to legal and ethical standards.

2. Scope

This Executive Recruitment process applies to all executive-level positions within the organization. It encompasses the activities from job description creation to the final selection of the candidate, incorporating due diligence, public presentation, and Commission approval.

3. Prerequisites

Before initiating the executive search process, the following prerequisites must be met:

- Approval of budget and job classification by the Commission/Administrator.
- Commission approval for the use of an Executive Search firm on a case-by-case basis.

4. Responsibilities

HR Director:

- Prepare and review job description and job classification.
- Prepare client profile, position specification, and brochure (if required) for presentation to the Commission and Administrator.
- Conduct due diligence, including reference and background checks, media search, and obtaining candidate consent.



OFFICE OF HUMAN RESOURCES
Executive Recruitment

- Prepare a bio of finalist for public review.

Administrator:

- Approve job description and job specification before the recruitment process.
- Present candidates to the Commission for consideration

Commission:

- Approve the use of an executive search firm on a case-by-case basis.
- Participate in the interviewing and vetting of candidates.
- Determine the best-qualified candidates.
- Vote and select the final hire.

HR & Legal:

- Present finalists' bios to the public for a 14-day review period.

5. Procedure

Sourcing & Recruiting:

- HR Director identifies and attracts potential candidates.

Preliminary Assessment:

- HR, Administrator, and Recruiter (if applicable) assess the qualifications of interested candidates.

Presentation to the Commission:

Administrator presents selected candidates to the Commission for consideration.

Due Diligence:

HR Director initiates reference and background checks, media searches, and obtains candidate consent.

Interviewing & Vetting:

Commission conducts interviews and vets' candidates.



OFFICE OF HUMAN RESOURCES
Executive Recruitment

Administration SOP

Page 3 of 3

Determination of Best Qualified:

Commission determines the best qualified candidates.

Public Presentation:

HR & Legal present finalists' bios to the public for a 14-day review.

Commission Vote and Selection:

Commission votes and selects final hire.

6. References

- Relevant legal and ethical guidelines.
- Budget and job specification approved by the Commission/Administrator.
- Commission-approved use of an executive search firm.

7. Definitions

Commission	The governing body responsible for approving the budget, job specification, and executive search firm usage, as well as voting and selecting the final hire.
Administrator	The individual responsible for approving job descriptions and presenting candidates to the Commission.
HR Director	The individual overseeing the entire executive recruitment process, including due diligence and public presentation.
HR & Legal	The departments responsible for presenting finalists' bios to the public review.
Interviewing and Vetting	Allows employers to verify work experiences and educational training and/or other credentials that qualify a candidate for a job. This process allows employers to assess candidates' skills for the job based on educational training and credentials.



Engineering Services Committee Meeting

Meeting Date: November 12, 2024

Augusta Solid Waste & Recycling Collection Services Contract

Service Area – Zone 1, Zone 2, & Zone 3

RFP 25-900

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE
Background:	Augusta, Georgia (City) Waste Collection & Disposal Services are presently provided under RFP 12-112. The term of this contract expires December 31, 2024. For continuity of services new Request for Proposal (RFP) was posted in June 2024 with closing by August 21, 2024. Augusta Waste Collection & Disposal Services service area is divided in three service zones; Zone 1, Zone 2, and Zone 3. Mandatory Residential Waste Collection & Disposal Services are provided by two waste hauling contractors since 2013. RFP25-900 included the same option, awarding contract up to two (2) qualified contractors. Augusta Mandatory Residential Waste Hauling services area served by two waste hauling contractors ensure continuity of present level of service and the possibility of improving it. 2012 services included “Recycling”, however, resident participation in recycling program was minimum and not cost effective. Hence, 2025 waste collection & disposal contract excluded “Recycling” with condition that “Recycling will be provided by the contract awarded contractors under separate account setup by property owner/user and the contractor.
Analysis:	RFP’s were received on August 21, 2024 and were evaluated based on criteria outlined in RFP document and ranked accordingly. Following firms submitted proposals.

Name	Rating
1. Georgia Waste Systems, LLC	468.3/500
2. Coastal Waste & Recycling of Georgia, LLC	409.3/500
3. Capital Waste Services	351.7/500
4. Ryland Environmental, Inc.	321.8/500

Financial Impact:

Services cost is covered by Environmental Services Waste Collection Contract revenue.

Service Schedule & Rate

	Waste Type	Service Type	Service Frequency	Fee Unit / Account	Fee Unit Rate
1	Garbage, Yard Waste, Bulky Waste	Residential	Weekly	Monthly	\$24.14
2	Garbage	Non-Residential	Weekly	Monthly	\$18.25
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	Monthly	\$7.37
4	Garbage	Extra Cart	Weekly	Monthly	\$8.99

Note: under condition of this contract, the Contactor offering recycling service on request by contracting directly with residents and others on request.

Alternatives:

Not proposed.

Recommendation:

Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE

Funds are available in the following accounts:

Environmental Services Waste Hauling Contract Revenue.
542000000-3441122

REVIEWED AND APPROVED BY:

HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM Meeting ID: 856 0805 5725; Passcode: 25900** for furnishing:

RFP Item # 25-900 Solid Waste Collection and Disposal Services - Zones 1, Zone 2, and Zone 3 for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, July 22, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 897 7176 6700; Passcode: 157932.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 23, 2024 @ 5:00 P.M. No RFP 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 RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

Augusta Procurement Department
Attn: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 27, 2024 and July 5, 11, 18, 2024
Metro Courier June 27, 2024

Revised: 6/20/24



**RFP Opening: RFP Item #25-900 Solid Waste Collection and Disposal Services
 Area Zone One, Zone Two, and Zone Three for Augusta, GA-
 Augusta Engineering and Environmental Services Department
 RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 27
 Total Number Specifications Download (Demandstar): 7
 Total Electronic Notifications (Demandstar): 286
 Georgia Procurement Registry: 757
 Total Packages Submitted: 4
 Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	YES	YES	102444	YES	YES	YES	YES
Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	YES	YES	1215852	YES	YES	YES	YES
Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	YES	YES	1333760	YES	YES	YES	YES
Capital Waste Services 132 Hedge Rd Aiken, SC 29801	YES	YES	2412723	YES	YES	YES	YES



**RFP Item #25 - 900 Solid Waste Collection and Disposal Services
Area Zone One, Zone Two, and Zone Three
for Augusta GA - Engineering and Environmental Services Department
RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM
Evaluation Date: Thursday, September 5 @ 3:00 p.m. via ZOOM**

Item 7.

Vendors			Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	Capital Waste Services 132 Hedge Rd Aiken, SC 29801	Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	Capital Waste Services 132 Hedge Rd Aiken, SC 29801
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience • Relevant Services experience, specific qualifications, waste hauling expertise • Ongoing similar services contracts with other entities • Missed pickup collection response time history • Contractual dispute and environmental compliance history	(0-5)	20	5.0	4.3	3.1	3.7	100.0	86.7	62.0	73.3
3. Organization & Approach • Understanding & familiarity of requested services • Roles & Organization of proposed Team serving this contract • Waste Hauling contract and services management approach • Proposed team role in contracted services delivery	(0-5)	15	5.0	4.3	3.3	4.2	75.0	65.0	50.0	62.5
4. Scope of Services (30 points) - • Service delivery implementation plan • Customer service procedures • Service route management process/strategy • Service delivery communication with client process/strategy	(0-5)	15	5.0	3.7	3.3	3.7	75.0	55.0	50.0	55.0
5. Available Resources and Financial Stability • Firm resources needed for completing requested services in timely manner and on schedule • Firm backup resources for continuity of uninterrupted services during primary assigned equipment failure or workforce emergency • Firm financial health and ability to provide needed resource	(0-5)	10	4.8	4.3	3.0	3.7	48.3	43.3	30.0	36.7
6. References	(0-5)	5	5.0	4.8	4.6	4.2	25.0	24.2	23.2	20.8
7. Proximity to Area - enter the point value for the one line only)							Cost/Fee Proposal Consideration			
Within Richmond County	5	10	5.0		5.0		50.0	0.0	50.0	0.0
Within CSRA	5	6				5.0	0.0	0.0	0.0	30.0
Within Georgia	5	4					0.0	0.0	0.0	0.0
Within SE	5	2		5.0			0.0	10.0	0.0	0.0
All Others	5	1					0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			29.8	26.5	22.4	24.3	373.3	284.2	265.2	278.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
8. Presentation by Team	(0-5)	10					0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5					0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							Cost/Fee Proposal Consideration			
Lowest Fees	5	10		5.0			0.0	50.0	0.0	0.0
Second	5	6	5.0				30.0	0.0	0.0	0.0
Third	5	4				5.0	0.0	0.0	0.0	20.0
Forth	5	2			5.0		0.0	0.0	10.0	0.0
Fifth	5	1					0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	5.0	30.0	50.0	10.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
Total Cumulative Score (Maximum point is 525)			34.8	31.5	27.4	29.3	403.3	334.2	275.2	298.3

Internal Use Only

Evaluator: Cumulative Date: Phase I - 9/5/24 - Phase II 9/12/24

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: Phase I - 9/5/24 Phase II 9/12/24




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, November 4, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Augusta Engineering & Environmental Services (AEES) is making solid waste collection contracted Services following the supplement recommendations under RFP 25-900 for Zone One, Zone Two, and Zone Three Service area.

AEES under initial recommendations requested entering fee negotiation with two top rated qualified proposers, Georgia Waste System, LLC (GWS) and Coastal Waste & Recycling of Georgia, LLC (Coastal). Scope of services and fee negotiation has been completed now. GWS is accepting the AEES offered Zone 1 fee schedule and Coastal is accepting the AEES offered Zones 1, 2, & 3 fee schedule. In addition to fee schedule, AEES has taken into consideration the firm ability to maintain & improve current level of service for each service zone since total service area is roughly 308 square miles. It is a significant large area for one firm to serve effectively and efficiently while maintain the desired level of service. Hence, it is AEES supplemental recommendations to award RF 25-900 contract to two aforementioned firms; GWS and Coastal. AEES is recommending awarding Zone 1 services area to GWS and Zones 2 & 3 to Coastal at fee schedules & frequency offered by the AEES for each zone and accepted by each firm for respective Service Zone.

Aforestated award recommendation is contingent upon receipt of signed contract, insurance documentation and other required documents per RFP 25-900.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm


cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, October 21, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Based on RFP 25-900 evaluation final cumulative scoring, Georgia Waste System, LLC (GWS) is top rated firm followed by the Coastal Waste & Recycling of Georgia, LLC (Costal). It is the initial recommendation of Augusta Engineering & Environmental Services (AEES) that the scope of services detail discussion and fee negotiation be initiated with these two top rated firms (GWS and Costal). Accordingly AEES will issue supplemental recommendations followed by contract award recommendations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
208 PREP PHILIPS DRIVE
AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
PT. WENTWORTH, GA 31408

ATTN: MONIQUE
AUGUSTA DISPOSAL AND RECYCLING
851 TRIANGLE INDUSTRIAL COURT
EVANS, GA 30809-4257

ATTN: AROBERT SMITH
INLAND SERVICES
701 SANTA ISABEL BLVD
LAGUNA VISTA, TX 78578

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
5734 COLUMBIA ROAD
GROVETOWN, GA 30813-5114

GFL ENVIRONMENTAL
1064 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

A-1 SANITATION
3452 PEACH ORCHARD RD, STE. B
AUGUSTA, GA 30906

COLEMAN SANITATION
3010 GEORGIA RD
AUGUSTA, GA 30906

METROPOLITAN WASTE
1824 WYLDs ROAD, STE A5
AUGUSTA, GA 30909

ATTN: JASON PLEDGER
COLUMBIA WASTE
1064 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

VEOLIA ENVIRONMENTAL SERVICES
125 SOUTH 84TH STREET
SUITE 200
MILWAUKEE, WI 53214

DORADO SERVICES
541 N. PALMETTO AVE.
SUITE 104
SANFORD, FL 32771

WASTE INDUSTRIES USA
3301 BENSON DRIVE
SUITE 601
RALEIGH, NC 27609

SANTEK ENVIRONMENTAL
650 25TH ST., NW
SUITE 100
CLEVELAND, TN 37311

INLAND SERVICE CORP
1561 DOUG BARNARD PKWY
AUGUSTA GA 30906

WASTE PRO
1405 DANIELSVILLE ROAD
ATHENS GA 30601

JUNK BUSTERS
4439 SHADOWOOD DR.
AUGUSTA, GA 30907

METRO-WASTE
1824 WYLDs ROAD SUITE A5
AUGUSTA GA 30909

REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
SAVANNAH GA 31408

VEOLIA ES SOLID WASTE
1101 HAWKINS STREET
VALDOSTA GA 31601

RICHMOND WASTE INC.
PO BOX 6887
AUGUSTA GA 30916

Waste Management Inc.
5734 Columbia Road
Grovetown, GA 30813

A1 SANITATION SERVICES
2542 MIKE PADGETT HWY
AUGUSTA, GA 30906

AUGUSTA DISPOSAL
PO BOX 334
EVANS, GA 30809

REPUBLIC SERVICES
18500 N ALLIED WAY
PHOENIX, AZ 85054

JP'S METAL & TRASH REMOVAL
146 CAYMEN DR.
AUGUSTA, GA 30907

COASTAL WASTE & RECYCLING, INC.
3925 GOSHEN INDUSTRIAL BLVD.
AUGUSTA, GA 30906

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

Hameed Malik
Augusta Engineering and Environmental
Services Department

June Hamal
Augusta Engineering and Environmental
Services Department

Phyllis Johnson
Compliance Dept.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

2 of 2

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, June 28, 2024 3:39 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000066

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000066
Event Title: 25-900 Solid Waste & Recyclable Collection Service Area - Zone One Zone Two, Zone Three
Event Type: Non-State Agency

Process Log

2024/06/28 15:34:37 : Log starts for - 14891772 - EVENT_RELEASE_TO_SUPL
2024/06/28 15:34:39 : Email Process Log for the Event#: PE-72155-NONST-2025-000000066
2024/06/28 15:34:39 : Email Batch# 2406281072
2024/06/28 15:34:39 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/28 15:35:41 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:35:41 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:39:04 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/06/28 15:39:13 : Total No of Contacts found for sending Email: 757
2024/06/28 15:39:13 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000066&sourceSystemType=gpr20>

06/28/2024 03:39:13 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier 

Download Date

Arrow Waste

07/08/2024



Capital Waste Services, LLC

08/19/2024

Coastal Waste & Recycling

06/28/2024

Dodge Data

06/28/2024

Duramax Holdings LLC dba: Otto Environmental Systems

07/01/2024

Onvia, Inc. - Content Department

06/28/2024

Rehrig Pacific Company

08/05/2024

Add Supplier

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

February 4, 2025

Charter Review Committee Members

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve setting a deadline for the governing body to finalize their Charter Committee selections by February 18, 2025. (Approved by Administrative Services Committee January 28, 2025)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee

January 28, 2025

Constituent Services Liaisons/Commission Assistant Positions

Department:	N/A
Presenter:	N/A
Caption:	Discuss creating three (3) Constituent Services Liaisons / Commission Assistant positions. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, January 23, 2025 8:30 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items 1/28/25

Great Morning,

Ms. Bonner will you please place the following items on the 1/28/25 agenda:

1. Receive an update from the Administrator's office and 311 Director Kelly Walker on the departments SOP's (Standard Operating Procedures)
2. Discuss creating 3 Constituent Services Liaisons / Commission Assistant positions
3. Receive an update on right away and city owned lot maintenance schedule, to include but not limited to creeks and ditches.
4. Discuss road repaving projects that are scheduled for 2025. Have engineering provide a list of the roads that are scheduled to the Commission prior to Committee meeting on 1/28/25
5. Have Administrator's office provide information on a path forward for fixing/replacing light poles that are leaning and broken as well as wires that are dangling in the middle of traffic such as the ones on Holly Hill Rd and Walton Way.

Kind Regards,



Administrative Services Committee

Meeting Date: January 28, 2025

Amend 23CSA007 - Richmond County Correctional Institute New Facility

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Approve an addition of \$107,925.00 to purchase order 23CSA007 to cover the costs of the development of design and construction documents for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services.
- Background:**

During the meeting held on October 18, 2022, the Commission approved 23CSA007 (Bid 22-272 - New Richmond County Correctional Institute, Item #17) for \$82,500.00 in design services and 7% of the construction cost for the new RCCI facility.

The Design Phase should have included the Design Development, Topo/Existing Conditions Survey, and the Subsurface Utility Exploration. A complete design could not be done without this information; therefore, this work was completed and IPG is requesting payment for these services in the amount of \$127,925.00 which includes the cost for the Topo/Existing Conditions Survey and the Subsurface Utility Exploration.
- Analysis:** IPG Incorporated will be in coordination with EMC Engineering Services to develop the design documents for the new RCCI facility.
- Financial Impact:**

Original Purchase Order Amount \$82,500.00

Revised Purchase Order Amount \$190,425.00

\$107,925.00 ; 330-03-1340 / 52.12999

222-05-6001 / 52.12999
- Alternatives:** A – Approve the request B – Do not approve the request
- Recommendation:** Approve an addition of \$107,925.00 to purchase order 23CSA007 to cover the costs of the development of design and construction documents for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services.
- Funds are available in the following accounts:**

\$107,925.00 ; 330-03-1340 / 52.12999

222-05-6001 / 52.12999



IPG, INCORPORATED
ARCHITECTS & PLANNERS

807 Northwood Park Drive
Valdosta, Georgia 31602
229.242.3557 ipgarchitects.com
accounts@ipgarchitects.com

PROGRESS INVOICE

Bill To
Augusta-Richmond Co Bd of Commissioners 535 Telfair Street August, Ga 30901 Ron Lampkin | Interim Director rlampkin@augustaga.gov

Invoice #	2233-3
Date	11/18/2024

Terms	Net 30
Due Date	12/18/2024

2233 RCCI						
PHASE	DESCRIPTION	CONTRACT TOTAL	PREVIOUS INVOICED	TOTAL % INVOICED	CURRENT % PAID	TOTAL DUE
	IPG Project #2233 Augusta-Richmond County Jail PO #23/csa007					
PD	Part 1 (\$82,500) Pre-Design Phase	82,500.00	61,875.00	100.00%	75.00%	20,625.00
DD	Part 2 (\$770,000) Design Development (30%)	231,000.00		30.00%		69,300.00
CD	Construction Documents (40%)	308,000.00		0.00%		0.00
BN	Procurement Phase (10%)	77,000.00		0.00%		0.00
CA	Construction Administration (20%)	154,000.00		0.00%		0.00
Survey	Topo/Existing Conditions Survey	25,000.00		100.00%		25,000.00
Survey	Subsurface Utility Exploration	13,000.00		100.00%		13,000.00
Thank you for the opportunity to be of service. Invoices not paid within 90 days of the date of the invoice may be subject to 1.5% monthly finance charge.						Total Due \$127,925.00
						Outstanding Balance \$127,925.00



March 29, 2024

Ron Lampkin | Interim Director
 Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906

Re: Design Amendment 01 – Topographical and Utilities SURVEY
 22-272 New Richmond County Correctional Institute
 2314 Tobacco Road, Augusta, GA 30906

As discussed, and pursuant to section 4.1.2.2 of the Architectural Contract, IPG requests **Design Fee Amendment 01 for Supplemental services** to cover the costs of the Survey pursuant to the proposal below:


1. **EMC Engineering Services, Inc.** (*Augusta Chamber Member & Civil Engineer of Record for project.*)
 4424 Columbia Road Suite B
 Martinez, GA 30907
 - a. **\$27,000.00** Topo and existing conditions survey -
 - b. **\$13,500.00** Estimated budget for *SUE (*Underground Utility Survey*)
 - c. **\$ 2,025.00** IPG 5% Pass through and coordination

\$42,525.00 TOTAL*

(Due to unknown access issues, their vendor would not give them a fixed fee. EMC has stated that they will try very hard to manage this estimate to be **at or below; however, the project will dictate this in the end)*

Should you have additional questions, concerns or need clarification, please do not hesitate to call our office number at 229.242.3557.

sincerely,


 Robert F. Evans Jr. AIA NCARB
 IPG, Inc.: Architects & Planners
 IPG no. 2157

IPG, INCORPORATED

ARCHITECTS & PLANNERS

807 Northwood Park Drive • Valdosta, Georgia 31602 • (229) 242-3557
 mail@ipgarchitects.com http://www.ipgarchitects.com

AUGUSTA, GEORGIA

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

Item 10.

PURCHASE ORDER

PURCHASE ORDER NO.
23CSA007

REQUISITION/QUOTE NO.
R372808

DATE 03/06/23	DEPARTMENT 031340	VENDOR PHONE # (299) 242-3557	
VENDOR # 26157	E-VERIFY # 191305	EMAIL MAIL@IPGARCHITECTS.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR IPG INCORPORATED 807 NORTHWOOD PARK DR. VALDOSTA, GA 31602-1393	ATTN: BID NUMBER: 22-272 CONTRACT #: 23CSA007 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) 821-2336 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	--

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		DESIGN SERVICES TO PREPARE CONSTRUCTION DOCUMENTS FOR NEW RCCI FACILITY - PHASE I AND 7 % OF CONSTRUCTION COST APPROVED BY COMMISSION 10/18/2022, ITEM #17 330-03-1340/52-12999	82,500.00	82,500.00

CONDITIONS - READ CAREFULLY

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

NET TOTAL.....	82,500.00
APPROVED FOR ISSUE <div style="text-align: right; margin-top: 10px;"> </div>	

REQUISITIONER

PROCUREMENT DIRECTOR

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

October 18, 2022

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

Dear Director Lampkin:

At their meeting held on Tuesday, October 18, 2022, the Augusta, Georgia Commission, acted on the following items:

15. Approved the purchase of one 2022 Kubota SLV97-2 Compact Tracked Steer Loader at a total cost of \$77,295.00 to include the optional heavy duty rotary cutter attachment from J & B Tractor of Augusta, GA (Bid 22-264) for the Richmond County Sheriff's Office-Training Range.
17. Approved the award of contract RFQ 22-272 to prepare Construction Documents for construction of New RCCI to IPG, Incorporated – Architects & Planners of Valdosta, GA in the amount of \$82,500 for Phase I (preliminary design) and 7% of construction costs for Phase II.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink that reads "Takiyah A. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

Item 10.

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPL08T VIII
DEPARTMENT HEAD: 

REQUISITION:
REQUISITION DATE: 1/13/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	RFQ #22-272		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Award of contract RFQ #22-272 to prepare construction documents for	1	\$ 82,500.00	\$ 82,500.00						
2	construction of new RCCI for Phase I and 7% of construction costs for									
3	Phase II									
4										
5										
6										
7										
8										
9	GL: 330031140/52.12999									
10	JL: 222056001/52.12999									
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
TOTAL BID			\$	82,500.00						
SHIPPING CHARGES										
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER										

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25 day of Oct. 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)

Augusta – Richmond County Board of Commissioners
535 Telfair Street
Augusta, Georgia 30901
Phone: 706-821-2300 Fax: 706-826-4790

and the Architect:
(Name, legal status, address and other information)

IPG, Incorporated
807 Northwood Park Drive
Valdosta, Georgia 31602
229-242-3557

for the following Project:
(Name, location and detailed description)

22-272 New Richmond County Correctional Institute
2314 Tobacco Road
Augusta, Georgia 30906

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.

refer to
Pg. 19

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
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.)

Design will be based upon Hall County Jail – Amended per Pre-Design Phase to support inmate population of 250 specific to Richmond County. Construction will incorporate Inmate Labor to extent possible. Facility to be Medium Level Security.

§ 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.)

To be determined during Pre-Design Phase

§ 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.)

Current Stated Cost Limitation (SCL) of \$11,000,000.00

§ 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: (1666599727)

2

to be determined

.2 Construction commencement date:

to be determined

.3 Substantial Completion date or dates:

to be determined

.4 Other milestone dates:

§ 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.)

to be determined

§ 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.)

Utilize best practices

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

N/A

§ 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.)

State Fire Marshall and/or Local Authorities Having Jurisdiction

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined via competitive fee proposal

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User Notes: (1666599727)

.2 Civil Engineer:

Retained by Architect

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Surveyor and Testing companies – To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert F. Evans, Jr., AIA, NCARB
IPG, Incorporated
807 Northwood Park Drive
Valdosta, Georgia 31602

§ 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:

Crews Engineering
101 South Patterson Street
Valdosta, Georgia 31601

.2 Mechanical Engineer:

Phillips Gradick Engineering, P.C.
500 Sugar Mill Road
Suite 105A
Sandy Springs, Georgia 30350

.3 Electrical Engineer:

Phillips Gradick Engineering, P.C.
500 Sugar Mill Road
Suite 105A
Sandy Springs, Georgia 30350

§ 1.1.11.2 Consultants retained under Supplemental Services:

Dewberry Architects, Inc.

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401 Water Street, Suite 701
Peoria, Illinois 61602

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 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.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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 (\$ 1,000,000.00) for each occurrence and three million (\$ 3,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability for Hired Autos Only and non-owned autos only.

§ 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.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 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 two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) 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.

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§ 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 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.

§ 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.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal 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 contractors.

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§ 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

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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 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.

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§ 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	To Be Determined
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Programming, Master Planning, Pre-Design
§ 4.1.1.30 Other Supplemental Services	Cost Estimating at Pre-Design

§ 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.)

Pre-Design – Programming, Master Planning, Cost Evaluation, Conceptual Design, and Rendering

§ 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.)

Cost for Topographical and Utility Survey and geotechnical Evaluation when Site Parameters are confirmed.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 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;
- .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.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .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 twenty-five (25) 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.

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§ 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 thirty-six (36) 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 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.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 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.

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§ 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.

§ 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; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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.

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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.

§ 8.2 Mediation

§ 8.2.1 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question as follows: (Check the appropriate box.)

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Disputes to go through the Augusta-Richmond County Superior Court.

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 approved 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.

§ 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.

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§ 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.

§ 9.7 In addition to any amounts paid under Section 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 pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

see 9.7 above plus ten thousand (\$10,000.00)

§ 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.

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§ 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)

Pre-Design Only at \$82,500.00
Survey and Geotechnical are not included – expected to be (+-) \$20,000.00

- .2 Percentage Basis
(Insert percentage value)

seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Monthly

§ 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.)

At check points approved by Owner. Suggested midpoint of Pre-Design and at Completion of County Approved Pre-Design efforts.

§ 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:

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(Insert amount of, or basis for, compensation.)

To be negotiated.

§ 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 zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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:

Pre-Design Phase	eighty-two thousand five hundred	lump sum (	)	\$82,500.00
<i>(Row deleted)</i>				
Design Development Phase	thirty	percent (	30 %)	\$231,000.00
Construction Documents Phase	forty	percent (	40 %)	\$308,000.00
Procurement Phase	ten	percent (	10 %)	\$77,000.00
Construction Phase	twenty	percent (	20 %)	\$154,000.00
Total Basic Compensation	one hundred	percent (	100 %)	\$770,000.00
TOTAL Part I & 2				\$852,500.00

§ 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.)

Employee or Category	Rate (\$0.00)
Principal Consultant	\$200.00/hour
Senior Architect/Project Manager	\$180.00/hour
Registered Architect/Engineer	\$150.00/hour
Intern Architect/Engineer	\$135.00/hour
Senior Draftsman	\$70.00/hour
Draftsman	\$50.00/hour
Computer Services	\$50.00/hour
Clerical Services	\$40.00/hour
Construction Inspector	\$180.00/hour

§ 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 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .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 zero percent (0 %) of the expenses incurred.
Reimbursable Expenses Estimated at \$36,000.00 – Not To Exceed

§ 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:
(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.)

NA

§ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of * (\$ *) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. * To be determined.

§ 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.)

one % 1

§ 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.

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(1666599727)

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§ 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.)

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
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

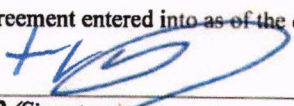
Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – New Richmond County Special Conditions
Exhibit B – AIA A201 General Conditions

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

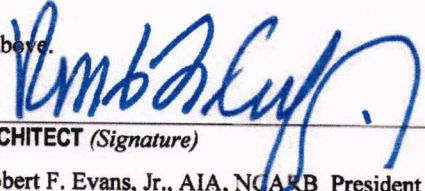
Reference IPG Proposal Letter dated – September 06, 2022

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 F. Evans, Jr., AIA, NCARB President
GA License #8252
(Printed name, title, and license number, if required)

EXHIBIT A



SPECIAL CONDITIONS

- **Temporary suspension or delay of performance of contract.**

To the extent that it does not alter the scope of this agreement, Augusta, Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Contractor under this agreement.

- **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.

- **Liquidated Damages.**

Contractor agrees to pay as liquidated damages to Augusta the sum of \$_____ for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This Section is independent of Section ____ - Default of Contractor. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Contractor failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

- **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.

- **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. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.

- **Termination of the Contract in whole or in Part for the Convenience of Augusta, Georgia.**

Augusta 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 Augusta. Said termination shall be without prejudice to any right or remedy of Augusta provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination.



- **Hold Harmless.**

Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless Augusta, Georgia, 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.

- **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.

- **Site Conditions.**

Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

- (i) When the contract is negotiated,
- (ii) When the contractor provides the site or design, or
- (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions

- **Suspension of Work by Augusta, Georgia.**

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, Augusta, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of Augusta to stop work shall not give rise to any duty on the part of Augusta to execute this right for the benefit of the Contractor or for any other person or entity.

- **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.



- **Georgia Prompt Pay Act not applicable.**

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

- **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.

- **E-Verify**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

- **Use of Augusta, Georgia Landfill.**

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

- **Local Small Business Language:**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. 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 Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

• **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.

[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: [Signature]

BY: [Signature]

PRINTED NAME: Hardie Davis, Jr.

PRINTED NAME: ROBERT F. SWAN JR.

AS ITS: Mayor

AS ITS: PRESIDENT
* RESIDENT PROFESSIONAL: IPR/INX

ATTEST CLERK:

ATTEST:

[Signature]

[Signature]

PRINTED NAME: Lena Bonner

PRINTED NAME DEAN R. REXROTH

AS ITS: Clerk of Commission

AS ITS: VICE PRESIDENT

DATE: 11/14/2022

DATE: OCT 27, 2022

** THIS INFORMATION: "SPECIAL CONDITIONS" SHALL BE ADDED TO BID DOCUMENTS.*

EXHIBIT B

 **AIA® Document A201® – 2017**
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

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capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

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foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS**§ 11.1 Contractor's Insurance and Bonds**

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 Claims****§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

Init.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

Init.

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Attn: procbidandcontract@augustaga.gov
Nancy Williams, Contract Compliance Administrator
Procurement Department
NWilliams@augustaga.gov
535 Telfair Street, Room 605
Augusta, GA 30901

RE: **22-272 Design Services for New 250 bed Richmond County Correctional Institution**

Nancy,

As requested, please find IPG's fee proposal below based upon the \$11 Million project budget. We understand our charge shall be to design a new Medium Level Security RCCI on the existing site. IPG's fees shall be broken down with Part 1 and Part 2 delineated within the same contract as follows:

PART 1: Pre-Design **\$82,500**

Programming, Master Planning, Concept Design, Cost estimate and Schematic Design. IPG will investigate options and alternatives culminating with proposed Site Plan, Floor Plan, Elevations, and Project Rendering. At the end of this exercise, should the budget need to be amended during the project IPG reserves the by Richmond County

Duration: **2 months**

PART 2: Design Development, Construction Documents, Bidding/Negotiating & Construction Administration 7% Fee
This project falls into the TYPE IV/TYPE V complexity range, Exhibit "E" which indicates a Fee Range of 6.8% to -7.5% less additional services pursuant to Pre-Design.

We understand the IPG Team will build upon the decisions made in PART 1 and would continue the work after Schematic / Master Planning Approval. The Fee shall be broken down in the following Percentages and timelines:

Design Development Duration: 3 months	30%	\$231,500
Construction Documents Duration: 4 months	40%	\$308,000.00
State/Local Approvals + Bidding/Negotiating Duration: 2 months	10%	\$77,000.00
Construction Administration Duration: 24 months	20%	\$154,000.00

TOTALS – * 35 months PART 1 & PART 2 100% \$770,000.00 + \$82,500.00 = \$852,500 (AG. fee 7.75%)

IPG would request a Not to Exceed Reimbursable allowance to be placed at \$36,000. This would only be for per-approved expenses, printing, travel, sustenance, shipping-if required, and permitting fees should we need to expedite

NOTE: * IPG is committed to meeting your schedule should their need to be revisions. IPG will coordinate with SPLOST Funding requirements.

IPG, INCORPORATED
ARCHITECTS & PLANNERS
807 Northwood Park Drive • Valdosta, Georgia 31602 • (229) 242-3557
E-mail: mail@ipgarchitects.com <http://www.ipgarchitects.com>



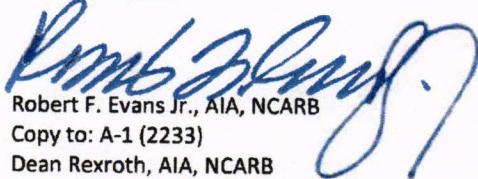
PART 1 and PART 2 can be placed within two different contracts as follows:

1. Exhibit "B" - AIA - B101 (*Typical Design, Bid, Build Owner Architect agreement*)
This contract allows for the design to be complete and put out to the low bidder.
2. Exhibit "C" - AIA B133 (*Owner Architect and Construction Manager (CM) as the Contractor*) Contracts.
This contract is for a CM@Risk Delivery method which allows the CM as contractor to come on board as soon as possible through a competitive selection process. The CM will then take part in closing out the design process, vetting costs, options, and alternatives real time and can help get the project moving quicker toward construction.

NOTE: a. Richmond County's NEW General conditions, Exhibit "A" can be added as an Exhibit to either contract.
b. Both AIA Contracts share the same AIA 201 – General Conditions. Exhibit "D"

In closing, we appreciate the opportunity to work with Richmond County on this very important project. Please feel free to reach out with any questions and concerns.

Sincerely,
IPG, Incorporated



Robert F. Evans Jr., AIA, NCARB
Copy to: A-1 (2233)
Dean Rexroth, AIA, NCARB

IPG WAGE RATE SCHEDULE - 2022

Principal Consultant	\$200.00/ hour
Senior Architect / Project Manager	\$180.00/ hour
Registered Architect/Engineer	\$150.00/ hour
Intern Architect/Engineer	\$ 135.00/ hour
Senior Draftsman	\$ 70.00/ hour
Draftsman	\$ 50.00/ hour
Computer Services	\$ 50.00/ hour
Clerical Services	\$ 40.00/ hour

IPG, INCORPORATED

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EXHIBIT "1"

INSTRUCTIONS TO PREPARERS

Architectural and Engineering Basic Services Fee Negotiation Guidelines

The following table of approximate percentages is a guideline for negotiating fees for Architectural and Engineering Basic Services for State of Georgia new building and building systems projects and renovations entailing differing levels of complexity ("Project Types I – VI") for various Construction Cost Limitations (CCL). (This Contract may not be appropriate for civil projects such as roads, bridges, or sewage / wastewater treatment plants.)

Examples by project type include, but are not limited to, the following:

Project Type I – Considerably Less Than Average Complexity: Warehouses, Storage Facilities, Parking Structures, etc.

Project Type II – Less Than Average Complexity: Dormitories and Student Housing, Office Buildings, Dining Facilities, Complex Parking Structures, etc.

Project Type III – Average Complexity: Classroom Facilities, General Teaching Spaces, University Libraries, Medical Offices, Gymnasias, etc.

Project Type IV – More Than Average Complexity: Complex University Buildings, Engineering Laboratories, Special Schools, Theaters, Auditoriums, Medical Schools, etc.

Project Type V – Considerably More Than Average Complexity: Science and Medical Research Buildings, Hospitals, Museums, etc.

Project Type VI – Engineering Projects: Campus/Building Chilled Water, Steam, Fire Protection, or Hot Water Systems; Campus/Building Electrical Distribution Systems; Building Replacement Mechanical or Electrical Systems; Building or Campus Generator Systems; Campus Fire Alarm or Security Systems; Outdoor lighting or Sports Lighting; Retrofit Building Fire Protection Systems; Campus Voice/Data Systems; etc.

To use the table, select the percentage for new construction or renovation for a given CCL, and multiply that percentage by the CCL to arrive at the total lump sum Basic Services Fee. Seventy percent of that amount equals the Basic Design Services Fee (see Paragraph 4.1.4.1) and thirty percent equals the Basic Construction Contract Administration Fee (see Paragraph 4.1.4.2).

Example A: A new dining facility project with a CCL of \$1,100,000.

1. Determine that the dining facility is a Type II project for new construction. Go to the table and locate the fee percentages for the SCLs listed closest to the \$1,100,000. (For an CCL of \$1,000,000, the percentage is 6.6%; for an CCL of \$1,250,000 million, it is 6.4%.)
2. Interpolate between the 6.6% and 6.4% and round up to the first decimal place to arrive at the percentage for the CCL of \$1,100,000.
3. Multiply this percentage (6.5%) by \$1,100,000 to calculate the total Basic Services Fee (\$71,500).
4. Seventy percent (70%) of that amount equals the Basic Design Services Fee (\$50,050) and thirty percent (30%) equals the Basic Construction Contract Administration Fee (\$21,450).

If the Project were a combination of two project types and a mix of new construction and renovation, the calculation would be as follows:

Example B: Renovation of an existing office building (budgeted at \$5,000,000) and the addition of a warehouse (budgeted at \$3,000,000), with a combined CCL of \$8,000,000. (The Fee Negotiation Guidelines are the same whether the two facilities are connected or located in close proximity to one another if they are part of a single project.)

1. Determine that the office building is a Type II renovation project and the warehouse is a Type I project for new construction.
2. Go to the table and identify the percentage for the \$8,000,000 total CCL for a Type II renovation project (7.1%). Multiply this percentage by the budget for the office project (\$5,000,000) to calculate the first portion of the Basic Services Fee (\$355,000).
3. Go to the table and identify the percentage for the \$8,000,000 total CCL for a Type I project for new construction (5.1%). Multiply this percentage by the budget for the warehouse project (\$3,000,000) to calculate the balance of the Basic Services Fee (\$153,000).
4. Add the two lump-sum fees to arrive at the Total Basic Services Fee (\$508,000).
5. Seventy percent (70%) of that amount equals the Basic Design Services Fee (\$355,600) and thirty percent (30%) equals the Basic Construction Contract Administration Fee (\$152,400).

Using percentage-based Basic Services Fee Negotiation Guidelines for projects where the CCL are less than \$500,000 or greater than \$30,000,000 are probably not appropriate due to the wide range of complexity in very small/very large projects. In these cases, appropriate fees should be negotiated based on the estimated efforts required to complete the Project.

Not included in the Basic Services Fee are amounts to cover Additional Services or approved Reimbursables. In preparing a Pre-design Study, additional amounts should be added to the Total Project Budget breakdown to cover these two additional items. In arriving at Additional Services and Reimbursable amounts to incorporate into the actual Contract between the Owner and the Design Professional, individual estimates should be prepared based on projected scope and expenses.

INSTRUCTIONS TO PREPARERS

ARCHITECTURAL & ENGINEERING BASIC SERVICES FEE PERCENTAGE NEGOTIATION GUIDELINES

CONSTRUCTION COST LIMITATION (CCL) (\$)	TYPE I Considerably less than average complexity		TYPE II Less than average complexity		TYPE III Average complexity		TYPE IV More than average complexity		TYPE V Considerably more than average complexity		TYPE VI Engineering Projects P-r	
	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %
	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Less than												
500,000	6.4	8.0	7.2	9.0	8.0	10.0	8.8	11.0	9.6	12.0	9.0	11.2
750,000	6.1	7.6	6.8	8.6	7.8	9.5	8.4	10.5	9.1	11.4	8.5	10.6
1,000,000	5.8	7.3	6.6	8.2	7.3	9.1	8.0	10.0	8.8	11.0	8.2	10.2
1,250,000	5.7	7.1	6.4	8.0	7.1	8.9	7.8	9.8	8.5	10.7	8.0	10.0
1,500,000	5.6	7.0	6.3	7.9	7.0	8.8	7.7	9.7	8.4	10.5	7.9	9.8
1,750,000	5.5	6.9	6.2	7.8	6.9	8.7	7.6	9.5	8.3	10.4	7.8	9.7
2,000,000	5.5	6.9	6.2	7.7	6.9	8.6	7.5	9.4	8.2	10.3	7.7	9.6
2,250,000	5.4	6.8	6.1	7.7	6.8	8.5	7.5	9.4	8.2	10.2	7.6	9.5
2,500,000	5.4	6.7	6.1	7.6	6.7	8.4	7.4	9.3	8.1	10.1	7.5	9.4
2,750,000	5.3	6.7	6.0	7.5	6.7	8.4	7.3	9.2	8.0	10.0	7.5	9.4
3,000,000	5.3	6.6	6.0	7.4	6.6	8.3	7.3	9.1	7.9	9.9	7.4	9.3
3,500,000	5.3	6.6	5.9	7.4	6.6	8.2	7.2	9.0	7.9	9.9	7.4	9.3
4,000,000	5.2	6.5	5.9	7.4	6.5	8.2	7.2	9.0	7.8	9.8	7.3	9.2
4,500,000	5.2	6.5	5.9	7.3	6.5	8.1	7.2	8.9	7.8	9.8	7.3	9.1
5,000,000	5.2	6.5	5.8	7.3	6.5	8.1	7.1	8.9	7.8	9.7	7.2	9.0
6,000,000	5.1	6.4	5.8	7.2	6.4	8.0	7.1	8.8	7.7	9.6	7.2	9.0
7,000,000	5.1	6.4	5.7	7.2	6.4	8.0	7.0	8.8	7.7	9.6	7.1	8.9
8,000,000	5.1	6.3	5.7	7.1	6.3	7.9	7.0	8.7	7.6	9.5	7.1	8.9
9,000,000	5.0	6.3	5.7	7.1	6.3	7.9	6.9	8.7	7.6	9.5	7.1	8.9
10,000,000	5.0	6.3	5.6	7.0	6.3	7.8	6.9	8.6	7.5	9.4	7.0	8.8
11,000,000	5.0	6.2	5.6	7.0	6.2	7.8	6.8	8.6	7.5	9.3	7.0	8.8
12,000,000	4.9	6.2	5.6	7.0	6.2	7.7	6.8	8.5	7.4	9.3	6.9	8.7
13,000,000	4.9	6.1	5.5	6.9	6.1	7.7	6.8	8.4	7.4	9.2	6.9	8.6
14,000,000	4.9	6.1	5.5	6.9	6.1	7.6	6.7	8.4	7.3	9.2	6.8	8.5
15,000,000	4.8	6.1	5.5	6.8	6.1	7.6	6.7	8.3	7.3	9.1	6.8	8.5
16,000,000	4.8	6.0	5.4	6.8	6.0	7.5	6.6	8.3	7.2	9.0	6.7	8.4
17,000,000	4.8	6.0	5.4	6.7	6.0	7.5	6.6	8.2	7.2	9.0	6.7	8.4
18,000,000	4.8	5.9	5.3	6.7	5.9	7.4	6.5	8.2	7.1	8.9	6.7	8.3
19,000,000	4.7	5.9	5.3	6.6	5.9	7.4	6.5	8.1	7.1	8.9	6.6	8.3
20,000,000	4.7	5.9	5.3	6.6	5.9	7.3	6.4	8.1	7.0	8.8	6.6	8.2
21,000,000	4.7	5.8	5.2	6.5	5.8	7.3	6.4	8.0	7.0	8.7	6.5	8.1
22,000,000	4.6	5.8	5.2	6.5	5.8	7.2	6.4	7.9	6.9	8.7	6.5	8.1
23,000,000	4.6	5.7	5.2	6.5	5.7	7.2	6.3	7.9	6.9	8.6	6.4	8.0
24,000,000	4.6	5.7	5.1	6.4	5.7	7.1	6.3	7.8	6.8	8.6	6.4	8.0
25,000,000	4.5	5.7	5.1	6.4	5.7	7.1	6.2	7.8	6.8	8.5	6.3	7.9
26,000,000	4.5	5.6	5.1	6.3	5.6	7.0	6.2	7.7	6.7	8.4	6.3	7.9
27,000,000	4.5	5.6	5.0	6.3	5.6	7.0	6.1	7.7	6.7	8.4	6.2	7.8
28,000,000	4.4	5.5	5.0	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.8
29,000,000	4.4	5.5	5.0	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.7
30,000,000	4.4	5.5	4.9	6.1	5.5	6.8	6.0	7.5	6.6	8.2	6.1	7.6
More than												

INSTRUCTIONS - 6



Central Services Department

Ron Lampkin, Interim Director

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

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department

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

DATE: ~~January 9, 2025~~

SUBJECT: Amend 23CSA007 Richmond County Correctional Institute New Facility

We respectfully ask you to accept this communication as our request to approve an addition of \$107,925.00 to purchase order 23CSA007 to cover the costs of the development of design and construction documents for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services.

During the meeting held on October 18, 2022, the Commission approved 23CSA007 (Bid 22-272 - New Richmond County Correctional Institute, Item #17) for \$82,500.00 in design services and 7% of the construction cost for the new RCCI facility.

The Design Phase should have included the Design Development, Topo/Existing Conditions Survey, and the Subsurface Utility Exploration. A complete design could not be done without this information; therefore, this work was completed and IPG is requesting payment for these services in the amount of \$127,925.00 which includes the cost for the Topo/Existing Conditions Survey and the Subsurface Utility Exploration.

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

RL



Engineering Services Committee

January 13, 2025

Vacant Lot Clearing & Demolitions

Department:	N/A
Presenter:	N/A
Caption:	Discussion on expenditures on vacant lots clearing and demolition of houses, 2) how the money is recapture back to the city; 3) how much was spent and recapture last year. (Requested by Mayor Pro Tem Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Thursday, January 9, 2025 8:38 AM
To: Lena Bonner
Subject: Agenda Item

Mrs. Bonner, can you add to committee agenda.

Discussion on how expenditures on vacant lots clearing and demolition of houses, how the money is recapture back to the city. Also, how much was spent and recapture last year?

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

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AED:104.1



Engineering Services Committee Meeting

Meeting Date: 11/12/2024

Hicks WTP Filter #4 Rehabilitation (Bid #18-132)

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	To Approve proposal from Ardurra Group, Inc to provide additional engineering services to the sewer design for the Hicks Water Treatment Plant Filter #4 Rehabilitation. (PO #23AUA199)
Background:	Hicks Water Treatment Plant Filter #4 needed to be rehabilitated due to the treatment filter's inability to run at its optimum efficiency. While AUD was reviewing the price proposals for the construction work, the Hicks Water Treatment Plant Filter #3 had a catastrophic failure. AUD made a request to the Procurement Department to accept the price approval for Filter #4 to perform the emergency work on Filter #3. The work on Filter #3 is now completed and AUD received a proposal from Ardurra Engineering to perform the same Engineering services for Filter #4.
Analysis:	Ardurra Engineering has provided a fee to perform these engineering services that was deemed to be fair and reasonable.
Financial Impact:	Ardurra Engineering submitted a proposal fee in the amount of \$44,400.00. Funds are available from the following account: 512043410-5425110 / 82400020-5425110.
Alternatives:	AUD recommend approval for Ardurra Engineering to perform the additional engineering services for the Hicks WTP Filter #4 Rehabilitation Project for the proposal fee of \$44,400.00.
Recommendation:	AUD recommend approval for Ardurra Engineering to perform the additional engineering services for the Hicks WTP Filter #4 Rehabilitation Project for the proposal fee of \$44,400.00.
Funds are available in the following accounts:	Funds are available in 512043410-5425110 / 82400020-5425110..
<u>REVIEWED AND APPROVED BY:</u>	N/A



July 1, 2024

Mr. Tate Horton
Augusta Utilities Dept
452 Walker Street, Suite 200
Augusta, GA 30901

Subject: Amendment #2– Hicks Water Treatment Plant Filter 4 Rehabilitation
Consultant Engineering Services

Dear Mr. Horton:

In accordance with recent conversations, it is our understanding that Augusta Utilities Department intends on modifying the existing construction contract for the Hicks Water Treatment Plant Filter 3 Rehabilitation project to include the originally scoped rehabilitation of Filter 4 at the Hicks Water Treatment Plant. Per your request, Ardurra would like to herein request an amendment to our agreement to include additional engineering services in accordance with the attached Attachment A – Scope of Services.

Should you have any questions or need any additional information, please contact me at your convenience.

Thanks in advance,

A handwritten signature in blue ink, appearing to read "Jeffrey L. Duplantis".

Jeffrey L. Duplantis, MS, PE, PMP
Client Service Manager

Cc: Aaron Baird

ATTACHMENT A – SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide professional services relating to the proposed sanitary sewer upgrades for the Hicks Water Treatment Plant Filter 4 Rehabilitation project.

Scope of Services

The Filter 4 Rehabilitation project will be limited to replacement of the existing underdrain system and filter media for **both bays** of Filter 4 at the Hicks Water Treatment Plant. Provisions for minor structural repairs will be included, but CONSULTANT has assumed, based on visual inspection, that the filter is not experiencing major structural issues. Anthracite media will be purchased directly from CITY's existing sole source provider, UNIFILT. Proposed underdrain system shall be replaced in-kind with the Leopold Type S block system with IMS 200 cap. Sand media will be open bid.

Under the scope of CITY Purchase Order No. 23AUA199, CONSULTANT previously provided engineering design services for the Filter 4 Rehabilitation project. Additionally, the CITY intends on awarding the construction contract to the contractor already contracted at the Hicks Water Treatment Plant for the Filter 3 Rehabilitation project. Therefore, under this amendment, CONSULTANT shall be providing engineering services solely related to construction administration and as needed resident inspection.

The scope of services for this project includes the following:

Task 1 – Project Management

Project Management services shall include coordination of the project team, communications and meetings with CITY staff, and monitoring schedule and budget. Services also include preparation of invoices and monthly progress reports.

Task 2 – Construction Administration Services

Construction Administration Services will include general consultation and advice regarding construction activities, attending a preconstruction conference, attending monthly construction progress meetings, and attending a final inspection for substantial completion.

CONSULTANT will provide request for information (RFI) reviews, field change reviews, pay request review, and conducting final inspections for substantial completion as may be required of the CONSULTANT by the CITY. At the conclusion of the project, development of as-built documents including the contractor's redline information in the drawings to document changes that occurred in the field.

Task 3 – As-Needed Resident Project Representative

CONSULTANT will provide the services of a Resident Project Representative (RPR) on an as needed basis at the Site to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth as follows.

Through RPR's observations of the Work, including field checks of materials and installed equipment, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

RPR shall report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents. RPR will inform CONSULTANT of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole and provide recommendations to CONSULTANT for addressing such Work. RPR will also advise CONSULTANT of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

Services Not Included

Permitting Services are not part of CONSULTANT's work and may be performed on an as needed basis with compensation being invoiced on a Cost-Plus basis.

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete basis.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

Fee Schedule for Hicks WTP Filter 4 Rehabilitation		
Project Phases	Unit	Unit Cost
Task 1 - Project Management	Lump Sum	\$6,700
Task 2 - Construction Administration Services	Lump Sum	\$25,700
Task 3 - As-Needed Resident Project Representative	T&M	\$10,000
Other Direct Costs		\$2,000
TOTAL		\$44,400

ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Jeff Duplantis, PE, Project Mgr		
Aaron Baird, PE, Design Mgr		
Joe Downey, PE, QA/QC		
Donald Phillips, PE, QA/QC		
Ian Schlosser, EIT, RPR		



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: October 29, 2024

TO: Darrell White, Interim Director, Procurement Department

THROUGH: Wes Byne, P.E., Director of Utilities

FROM: Tate Horton, Construction Engineer

SUBJECT: Hicks Water Treatment Plant Filter #4 Rehabilitation
Contract Amendment for Additional Engineering Services

D White
11/1/24

Sub

The Augusta Utilities Department (AUD) is requesting approval of a contract amendment to the current Ardurra Group, Inc. Purchase Order (PO# 23AUA199) to perform additional engineering services required for the Hicks Water Treatment Plant Filter #4 Rehabilitation project. These additional services are needed due to the original engineering services fees being used when Filter #3 failed. These additional services will be used for the rehabilitation of Filter #4. The amendment request is for an additional fee of \$44,400.00.

AUD recommends approving the change order, so Ardurra Group, Inc may proceed with the proposed scope of work.

cc: Chad Hendrix, P.E.



Finance Committee Meeting

Meeting Date: 1/28/25 1:15pm

Excess Workers' Compensation Insurance Renewal

Department:	Finance – Risk Management Division
Presenter:	Timothy Schroer, Interim Finance Director
Caption:	Approve Excess Workers' Compensation Insurance with Safety National Casualty with statutory limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$573,929.
Background:	Excess Workers' Compensation coverage (a per occurrence policy) has been purchased in the past as a measure to cap any potential catastrophic loss against Augusta-Richmond County. Augusta's current SIR is \$1,000,000. Stated simply, each workers' compensation claim has the potential cost of \$1,000,000 to the government before the excess coverage policy takes effect.
Analysis:	<p>Past claim experience, current claim exposure, and potential future cost were considered. It was determined that an SIR of \$1,000,000 is appropriate for our level of risk. CorVel, our Workers' Compensation Third Party Administrator, was requested to obtain quotes from A or A+ companies.</p> <p>Through their broker, CorVel received the following quotes from the following companies:</p> <p>Safety National Casualty - \$1M SIR for \$573,929, 1.25M SIR for \$490,067 or \$1.5M for \$366,167</p> <p>Midwest Employers - \$1.5M SIR for \$424,987</p> <p>Arch – declined to provide a quote</p>
Financial Impact:	Maintaining SIR of \$1,000,000 offers the greatest value to Augusta-Richmond County government
Alternatives:	<ol style="list-style-type: none"> 1) Increase current level of coverage to 1,250,000 per claim at a cost of \$490,067 or 2) Drop coverage accepting full exposure/cost for any catastrophic job related injury.
Recommendation:	Approve coverage with Safety National Casualty with SIR of \$1,000,000 for all positions with a Statutory Limit for a deposit premium of \$573,929.

Funds are available in 621 01 5233 55.21110 WC/Risk Management
the following accounts:

REVIEWED AND
APPROVED BY:

- Finance
- Law
- Administrator
- Clerk of Commission



Gallagher

Insurance | Risk Management | Consulting

Item 13.



Augusta-Richmond County

Excess Workers Compensation Executive Summary

1.16.2025

Presented by:

Scott Thomason | Regional Director, Public Sector

Matt Simmons | Senior Director, Public Sector

John Beckett | Client Account Executive

Marketing Results

1. Safety National - Quoted

A. Provided multiple retention options of \$1M (Expiring), \$1.25M and \$1.5M

2. Midwest Employers - Quoted

A. Provided retention option of \$1.5M

3. Arch - Declined

A. Minimum retention would be at least \$2M

B. Pricing would not be competitive

Renewal Options

Program Overview	Expiring	Recommended	Option 2	Option 3	Option 4
Excess Workers Compensation					
Carrier	Safety National	Safety National	Safety National	Safety National	Midwest Emp
AM Best Rating	A++, XV	A++, XV	A++, XV	A++, XV	A+, XV
Estimated Payroll	\$141,352,826	\$145,593,411	\$145,593,411	\$145,593,411	\$145,593,411
Minimum Premium	90%	90%	90%	90%	90%
Policy Term	1 Year	1 Year	1 Year	1 Year	1 Year
Exposure Change		3.0%	3.0%	3.0%	3.0%
Coverage Details					
Excess Workers Comp					
Workers Comp Limit	Statutory	Statutory	Statutory	Statutory	Statutory
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Self-Insured Retention (SIR)	\$1,000,000	\$1,000,000	\$1,250,000	\$1,500,000	\$1,500,000
Police/Fire SIRs	\$1,000,000	\$1,000,000	\$1,250,000	\$1,500,000	\$1,500,000
Aggregate Attachment					
Aggregate Limit					
Premium+ Details					
Excess Workers Comp					
Annual (Deposit) Premium	\$546,894	\$573,929	\$490,067	\$366,167	\$424,987
Payroll Basis	<i>Estimated</i>	<i>Estimated</i>	<i>Estimated</i>	<i>Estimated</i>	<i>Estimated</i>
Buffer Layer					
Annual (Deposit) Premium	N/A	N/A	N/A	N/A	N/A
Payroll Basis					
Risk Management Services					
Risk Mgmt Fee	N/A	N/A	N/A	N/A	N/A
Total Premium+	\$546,894	\$573,929	\$490,067	\$366,167	\$424,987
Net Rate Change		1.94%	-13.39%	-36.05%	-25.29%
Ground up Loss Projection	\$4,202,449	\$4,987,181	\$4,987,181	\$4,987,181	\$4,987,181
Projected Excess Losses	-\$303,118	-\$266,200	-\$210,000	-\$109,008	-\$109,008
Total Cost of Risk	\$4,446,225	\$5,294,910	\$5,267,248	\$5,244,340	\$5,303,160
Net TCOR Change		19.1%	18.5%	18.0%	19.3%
Cost per \$100/Payroll	\$3.15	\$3.64	\$3.62	\$3.60	\$3.64

DISCLAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

Thank You for Your Business

1. WE ARE A SALES AND MARKETING COMPANY DEDICATED TO PROVIDING EXCELLENCE IN RISK MANAGEMENT SERVICES TO OUR CLIENTS. **2.** WE SUPPORT ONE ANOTHER. WE BELIEVE IN ONE ANOTHER. WE ACKNOWLEDGE AND RESPECT THE ABILITY OF ONE ANOTHER. **3.** WE PUSH FOR PROFESSIONAL EXCELLENCE. **4.** WE CAN ALL IMPROVE AND LEARN FROM ONE ANOTHER. **5.** THERE ARE NO SECOND-CLASS CITIZENS, EVERYONE IS IMPORTANT AND EVERYONE'S JOB IS IMPORTANT. **6.** WE'RE AN OPEN SOCIETY. **7.** EMPATHY FOR A PERSON IS NOT A WEAKNESS. **8.** SUSPICION BREEDS MORE SUSPICION. TO TRUST AND BE TRUSTED IS VITAL. **9.** LEADERS NEED FOLLOWERS. HOW LEADERS TREAT FOLLOWERS HAS A DIRECT IMPACT ON THE EFFECTIVENESS OF THE LEADER. **10.** INTERPERSONAL BUSINESS RELATIONSHIPS SHOULD BE BUILT. **11.** WE ALL NEED ONE ANOTHER. WE ARE ALL COGS IN A WHEEL. **12.** NO DEPARTMENT OR PERSON IS AN ISLAND. **13.** PROFESSIONAL COURTESY IS EXPECTED. **14.** NEVER ASK SOMEONE TO DO SOMETHING YOU WOULDN'T DO YOURSELF.

15. I CONSIDER MYSELF **THE GALLAGHER WAY**

SUPPORT FOR OUR SALES AND MARKETING. WE CAN'T MAKE THINGS HAPPEN WITHOUT EACH OTHER. WE ARE A TEAM. **16.** LOYALTY AND RESPECT ARE EARNED — NOT DICTATED. **17.** FEAR IS A TURNOFF. **18.** PEOPLE SKILLS ARE VERY IMPORTANT AT ARTHUR J. GALLAGHER & CO. **19.** WE'RE A VERY COMPETITIVE AND AGGRESSIVE COMPANY. **20.** WE RUN TO PROBLEMS — NOT AWAY FROM THEM. **21.** WE ADHERE TO THE HIGHEST STANDARDS OF MORAL AND ETHICAL BEHAVIOR. **22.** PEOPLE WORK HARDER AND ARE MORE EFFECTIVE WHEN THEY'RE TURNED ON — NOT TURNED OFF. **23.** WE ARE A WARM CLOSE COMPANY. THIS IS A STRENGTH — NOT A WEAKNESS. **24.** WE MUST CONTINUE BUILDING A PROFESSIONAL COMPANY—TOGETHER — AS A TEAM. **25.** SHARED VALUES CAN BE ALTERED WITH CIRCUMSTANCES, BUT CAREFULLY AND WITH TACT AND CONSIDERATION FOR ONE ANOTHER'S NEEDS.

Legal Disclaimer

Gallagher provides insurance and risk management advice that is tailored to our clients' risk transfer needs. Our review can include evaluation of insurance premium, risk transfer options, finance agreements, insurance limits, indemnification obligations, and contracts to ascertain appropriate coverage. We do emphasize that any risk management advice, insurance analysis, and limited review of contract terms and conditions, is only provided from an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice and always recommend that our clients seek advice from legal counsel to become fully apprised of all legal implications from their business transactions.



Finance Committee

Meeting Date: January 28, 2025

Amendment to Master Services Agreement with ADP

- Department:** Finance Department
- Presenter:** Timothy Schroer, Interim Finance Director
- Caption:** Approve Amendment to the Master Services Agreement with ADP for Additional Payroll Services
- Background:** On January 2, 2024, the Augusta Commission approved awarding RFP 23-160 for an HRIS and Payroll System to ADP.
- Analysis:** The original agreement entered into during 2024 was for ADP to implement an HRIS and Payroll system. This project has been ongoing since that approval date with an originally scheduled Go-Live of January 1, 2025. Due to the increasingly complex nature of payroll systems, the Finance Department is recommending that the Payroll Division be restructured and that the processing of Payroll be shifted to ADP through their Comprehensive Outsourcing Services. This will increase the government’s annual cost to ADP by approximately \$270,000.00. However, the Payroll Department will be restructured, which will lead to expected savings of approximately \$103,000.00 within the Finance Department’s budget. The net increase to the government for this project would then be \$167,000.00.
- Financial Impact:** Additional annual costs to be funded from 101101110/6011110. Upfront implementation costs to be funded from 272015410/5424220.
- Alternatives:** N/A
- Recommendation:** Approve Amendment to the Master Services Agreement with ADP for Additional Payroll Services
- Funds are available in the following accounts:** 101101110/6011110 and 272015410/5424220
- REVIEWED AND APPROVED BY:** N/A



SECOND AMENDMENT
TO
GLOBAL MASTER SERVICES AGREEMENT
BETWEEN
ADP, INC.
AND
AUGUSTA, GEORGIA

This Second Amendment (the “**Second Amendment**”), made as of _____ (“**Second Amendment Effective Date**”) between ADP, Inc. (“**ADP**”) and Augusta, Georgia (“**Client**”) contains changes, modifications, revisions and additions to the terms and conditions of the Global Master Services Agreement dated January 8, 2024, as amended (the “**Agreement**”), between ADP and Client.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

- 1. ADP Comprehensive Outsourcing Services.** Client currently receives certain human capital management services, including payroll services, from ADP and now desires to modify the scope of services it receives from ADP to be provided under ADP’s Comprehensive Outsourcing Services (the “**COS Services**”) delivery model. Accordingly, as of the Second Amendment Effective Date, ADP will provide to Client, and Client will receive from ADP, the COS Services in accordance with the Pricing and Financial Terms (COS Services), Service Definitions, and Service Commitments, each attached hereto and incorporated herein and the Agreement. For the purposes of the COS Services provided under this Second Amendment, all references in the Agreement to “Appendix 1” or the “Pricing and Financial Terms” or the “Pricing Appendix-1” shall be deemed to refer to the Pricing and Financial Terms (COS Services) attached hereto.
- 2. Replacement of Enterprise Service Definition and Service Commitments Appendices.** The Enterprise “Service Definition” and “Service Commitments” appendices attached to the First Amendment made as of May 24, 2024 are deleted, each in its entirety, and replaced with the COS Service Definition and Service Commitments appendices attached hereto.
- 3. Additional Services.** As of the First Amendment Effective Date, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, Unemployment Claims Services, Wage Garnishment Services, MyLife Advisors Service Center, and ADP Document Cloud Services (the “**Additional Services**”) in accordance with the Pricing and Financial Terms (COS Services) and the Agreement. For the purposes of the Additional Services provided under this Second Amendment, all references in the Agreement to “Appendix 1” or the “Pricing and Financial Terms” or the “Pricing Appendix-1” shall be deemed to refer to the Pricing and Financial Terms (COS Services).
- 4. Cover Page, List of Services.** As of the Second Amendment Effective Date, the list of Services on the cover page of the Agreement is hereby deleted in its entirety and replaced by the following:
 - ADP HCM Services
 - ADP Payroll Services – delivered via Enterprise HR
 - ADP Employment Tax Services



- Employment Verification Services
- Print and Online Statement Services
- ADP Unemployment Claims Services
- ADP Wage Garnishment Services
- ADP Wage Payment Services
- Benefit Services – delivered via Health & Welfare Service Engine
 - ADP Benefits Administration Services
 - ADP Health Compliance Services
 - MyLife Advisors Service Center
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- Federated Single Sign On
- Human Resource Administration Services – delivered via Enterprise HR
- ADP Marketplace
- Mobile Solutions
- MyLife Advisors Service Center Support
- Talent Acquisition Solutions – delivered via ADP Recruiting Management
 - ADP Electronic I-9 Services
- Talent Management Solutions – delivered via ADP Talent Management
 - ADP Compensation Management
 - ADP Learning Management
 - ADP Performance Management
 - ADP Succession Management
- ADP Time & Attendance Services – delivered via ADP Workforce Manager

5. **GMTC, Section 1.1.1.** As of the Second Amendment Effective Date, Section 1.1.1 of the Global Master Terms and Conditions (“**GMTC**”) is hereby amended by adding the following to the end of such section:

1.1.1.8. **ADP Unemployment Claims Services.** Management of unemployment insurance claims, including claim administration, timely appeals, auditing of benefits charges, and hearing representation.

1.1.1.9. **ADP Wage Garnishment Services.** Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

6. **GMTC, Section 1.1.2.** As of the Second Amendment Effective Date, Section 1.1.2 of the GMTC is hereby amended by adding the following to the end of such section:

1.1.2.3. **MyLife Advisors Service Center.** Management of participant benefits-related inquiries through ADP service center locations.

7. **GMTC, Section 1.1.** As of the Second Amendment Effective Date, Section 1.1. of the GMTC is hereby amended by adding the following to the end of such section:

1.1.11. **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

8. **GMTC, Section 1.2.** As of the Second Amendment Effective Date, Section 1.2 of the GMTC is hereby



amended by adding the following to such section in the appropriate alphabetical order.

“**Agencies**” has the meaning set forth in Section 14.16.1.2.

“**Court Filed Notification**” has the meaning set forth in Section 14.16.2.

“**e-IWO Program**” has the meaning set forth in Section 14.16.5.

“**Flash Signatures**” has the meaning set forth in Section 14.16.3.

9. GMTC, Section 12.4. As of the Second Amendment Effective Date, Section 12.4 of the GMTC is hereby amended by adding the following to the end of such section:

12.4.7. Additional Termination Provisions for ADP Unemployment Claims Services. Either ADP or Client may terminate the ADP Unemployment Claims Services upon 90 days prior written notice to the other party. Notwithstanding any provision to the contrary, upon termination of the ADP Unemployment Claims Services, Client’s access to ADP websites containing Client’s data expires and Client is responsible for downloading all relevant data prior to expiration of any such access rights.

12.4.8. Additional Suspension Provisions for ADP Wage Garnishment Services. If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishment Services due to changes in applicable law or application of existing law, ADP may, upon notice to Client suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. Upon suspension, Client will (i) be responsible for payment of Client’s wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

10. GMTC, Section 14. As of the Second Amendment Effective Date, Section 14 of the GMTC is hereby amended by adding the following to the end of such section:

14.15. ADP Unemployment Claims Services. The following additional terms and conditions apply to the ADP Unemployment Claims Services:

14.15.1. Provision and Transfer of Information. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the ADP Unemployment Claims Services, including without limitations, the claimants’ names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client’s computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.16. ADP Wage Garnishment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Services:

14.16.1. Description of Services; Authorization.

14.16.1.1. ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide



legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.16.1.2. Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "**Agencies**"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

14.16.1.3. Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

14.16.2. Court Filed Notifications. To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a "**Court Filed Notification**") as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

14.16.3. Flash Signatures. ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary signature functionality ("**Flash Signatures**") as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

14.16.4. Accuracy and Timeliness of Data. Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, and (ii) if Client does not receive ADP hosted payroll services, the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment Services.

14.16.5. Electronic Income Withholding Orders Program. To the extent Agencies and/or jurisdictions offer electronic income withholding orders programs ("**e-IWO Programs**"), Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from such Agencies and jurisdictions. Client understands there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For Agencies or jurisdictions that do not offer e-



IWO Programs, Client agrees to continue to forward to ADP all income-withholding orders/notices or related documentation Client receives. Client agrees to provide written notice to ADP at least 45 days in advance if it wishes to no longer participate in any e-IWO Programs. Client also agrees that ADP may, in its reasonable discretion, suspend or discontinue participation in the e-IWO Program at any time such as but not limited to when reasonably needed to protect the security, privacy or integrity of information and systems or if requested by an Agency.

11. General Provisions. This Second Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Second Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Agreement, this Second Amendment shall prevail. The terms defined in the Agreement and used in this Second Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by its authorized representatives as of the date below, to be effective as of the Second Amendment Effective Date.

ADP, Inc.

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pricing and Financial Terms (COS Services)



I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

Description	Region / Approved Countries	Volume(s)	Ongoing Fee(s)	Frequency	Implementation / One-time Fees
ADP Comprehensive Outsourcing Services, including:	United States	2,800	\$25.36	Per Employee Per Month ("PEPM")	\$90,000
Human Resource and Payroll Administration Services					
Participant Solution Center Support					
Talent Acquisition Solutions, including:					
ADP Recruiting Management Services					
ADP Electronic I-9 Services					
Talent Management Solutions, including:					
ADP Compensation Management					
ADP Performance Management					
ADP Succession Management					
ADP Unemployment Claims Services					
Employment Verification Services					
Benefit Services, including:					
ADP Benefits Administration Services					
ADP Health Compliance Services					
ADP Learning Management System	United States	2,800	\$1.04	Per User Per Month	\$0



Description	Region / Approved Countries	Volume(s)	Ongoing Fee(s)	Frequency	Implementation / One-time Fees
ADP Workforce Manager	United States	2,800	\$7.50	Per User Per Month	\$0
<i>Hourly Timekeeping - Includes Compliance on Demand</i>		2,600	\$5.85		
<i>Salaried Timekeeping - Includes Compliance on Demand</i>		200	\$5.85		
<i>Absence Management</i>		2,800	\$1.65		
<i>Analytics</i>		2,800	\$0.00		
ADP Time & Attendance Services Time Clocks, including 9 with a QuickPunch Plus module	United States	67	\$170.54	Per Time Clock Per Month	Included
W2s	United States	3,360	\$2.50	Per W2 Per Year	\$0
Talent Management Solutions-Non Managed Talent	United States	Included	Included		Included

- For billing purposes, employees are counted when in (1) active status, (2) LOA status, and/or (3) terminated status if a pay or adjustment transaction occurred within the past 30 days. For purpose of clarification and the avoidance of doubt, a single employee could be counted more than once in a billing cycle if that employee is associated with more than one payroll company code.
- Fees are subject to a 2,500-employee minimum per month.



II. Additional Services

Subject to Section IV.J (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
PAYROLL / HR ADMINISTRATION					
ADP Wage Garnishment Services	Garnishment Event Processing	672	0.24 garnishment events per EE per year	\$15.00 per addl garnishment event	Garnishment events may include new orders, amendments, releases, notifications for leave of absence and termination, not on file, reoccurring answers, and final answers
ADP Employment Tax Services	State & Local Tax Jurisdictions Filed Monthly	3	3 jurisdictions per month	\$10.00 per addl jurisdiction filing per month	Assumes 2 State and 0 Local tax jurisdiction filings for all FEINs; each additional state or local jurisdiction filing will be subject to the additional fee
	Tax Jurisdiction Filings in "Applied For" Status	0	0 filings	\$150.00 per filing	Client must provide ADP with employer identification numbers ("EIN") for each tax jurisdiction. Tax filings made to jurisdictions without an EIN will be filed under an "Applied For" status and are subject to the additional fee
	Tax Jurisdiction Registration Service	0	0 transactions	\$150.00 per transaction	Registration in new tax jurisdictions where ADP can file taxes on Client's behalf Per Tax ID applied for
	Amendments	0	0 amendments per month	\$250.00 per amendment	Amendment of a previously filed tax return; an additional \$2.50 per W-2C will be invoiced if required as part of the amendment
ADP Wage Payment Services	Wisely Payroll Card Issuance	0	0 payroll cards issued	Included	
	Early Distribution of ADPChecks	0	0 checks	\$35.00 per ADPCheck cashed early	ADPChecks that payees have accessed funds before pay date will incur the additional fee for each day prior to pay day the funds were accessed
	Direct Mail Services	0	0 Items	First Class Postage plus \$0.15	Per item mailed
Pays / Distribution	Payment Transactions	72,800	26 payments per EE per year	\$3.65 per addl transaction	



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
	Split Wraps	0	0 split wraps annually	\$7.25 per addl split wrap	A split wrap is a separation of a single company code's payroll reports / checks / vouchers into more than one package. The cost to deliver the packages is not included in fees
	Manual Payment Transactions (Manual Checks)	182	0.065 manual pymts per EE per year	\$30.00 per addl manual pymt	Additional manual payment transactions whether by check, pay card or other payment means are subject to the additional fee
	Unscheduled Off-Cycle Payroll Run	0	0 runs annually	\$1,500.00 per addl run	
	Adjustment or Stock Processing Run	0	0 runs annually	\$500.00 per addl run	
Employee Data Maintenance	Data Entry	0	0 data entry transactions per EE per year	\$6.00 per transaction	Manual data entry and/or time card processing will be accepted on an exception-only basis (e.g., W-4 changes via the PSC). Data entry may be subject to additional fees
Client Practitioners	Client Named Contacts	4	4 named contacts	\$0.18 PEPM per addl named contact	Number of Client named contacts who may contact the ADP Tier 2 Payroll Administration team
Reporting Services	Year-End Statements (W-2s / 1099s)	3,360	1.2 year-end stmts per EE per year	\$4.50 per addl Year-End statement	Additional W-2s/1099s are subject to the additional fee
	W-2 Corrections	168	0.06 W-2's re-issued per EE per year	\$34.50 per W-2 reissued per EE per year	When requested by a Client employee or former employee
PARTICIPANT SOLUTION CENTER SUPPORT					
Knowledge Base & Inquiry Management Tools	Client Practitioners with Access to View Knowledge Base Content, Submit Inquiries, and View Inquiry Status	4	4 licenses	\$125.00	Licenses in excess of the included volume may be subject to the additional fee as specified in the "Fees" column. For the avoidance of doubt, no additional fees will be payable by Client for any licenses required by ADP personnel for ADP's performance of the Services.
ADP TIME & ATTENDANCE SERVICES					
Employee Timecard Maintenance	Timecard Historical Edits	700	0.250 historical edits per EE per year	\$15.00 per addl historical edit	



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
ADP UNEMPLOYMENT CLAIMS SERVICES					
Claims & Hearings	Unemployment Claims	280	0.1 claims per EE per year	\$40.00 per addl claim	A claim is a notice generated by a state as a result of an individual filing for unemployment insurance benefits. These claim notices are generated for each state unemployment tax ID number under which an employee had worked and earned wages. States often issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits and all such claim notices require review and processing by ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). The claim cap amount provided is based on all claim notices received and processed by ADP from the state(s) as a result of an individual filing for unemployment benefits. ADP reports the number of claims for billing purposes as 'claims processed' through an on-line reporting tool which can be accessed by Client authorized users.
	Optional Third Party Hearing Representation in Attorney States	0	0 hearings per EE per year	\$150.00 per hearing	Attorney states are currently DE, MO, NC, SC, SD, and WV. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained by ADP for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.
ADP ELECTRONIC I-9 SERVICES					
Volumes	Manual I-9 Transactions	0	0 forms	\$7.50 per form	- Per manual or paper I-9 form reviewed (re-reviews of forms are counted as a new review) in connection with new hires outside of the electronic I-9 process as of the Effective Date
	Import of Electronic I-9 Data and Images	0	0 forms	\$5.50 per form	
	Federal I-9 Retro/Conversion Forms Processing	0	0 forms	\$7.50 per form	- Completed Section 1; Section 2 (scan, verify, report and store paper I-9s electronically (per employee))



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
	I-9 and Federal Retro/Conversion Section 3 Forms Processing	0	0 forms	\$1.00 per form	- Name change, re-hire or updating expired documents
	I-9 and Federal Retro/Conversion Documentation Fee	0	0 forms	\$1.00 per page	- Attachments over 2 charged at \$1.00 per page per page
ADP RECRUITING MANAGEMENT SERVICES					
System Configuration	Primary Discrete Applicant Workflows	4	4 primary discrete applicant workflows	\$3,000.00 per addl primary discrete applicant workflow per year	Basic workflows included. If various countries or complex workflows required, check with your service representative for project scoping.



III. Assumptions

The fees in this Appendix are based on the assumptions below and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
IMPLEMENTATION DATA CONVERSION				
Data Conversion	Payroll/HR Data Conversion Sources	1 source	1 source	ADP will complete conversion of employee level indicative data and QTD and YTD accumulator balances provided by Client for each testing cycle and for final conversion. Client will be responsible for data integrity and will perform data cleansing prior to each conversion
	Wage Garnishments Data Conversion	1 electronic file and hard copy documentation for actively deducting wage garnishments	1 electronic file and hard copy documentation for actively deducting wage garnishments	\$3.75 per non actively deducting hard copy document. Client will provide an electronic file to ADP containing all actively deducting wage garnishment information with hard copies of the corresponding original garnishment orders; any hard copy documents for non-actively deducting wage garnishments will be charged at \$3.75 per document
	Employment Verification Services History Conversion	2 years	2 years	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Recruiting Management Services– Data Migration (Open Requisitions and Candidate Records)	Not Included	Not Included	\$10,000 per conversion source > One-time load of open requisitions and candidate records stored in Client legacy system at time of go-live utilizing ADP standard file format > ADP does not support migration of filled or historical requisitions > In order for jobseekers to login and update profiles, each record must include jobseeker user name and password > Historical activity is not linked to requisitions or jobseekers; however, a notes field may be included as part of requisition/jobseeker record to capture historical activity > Migration of Word, PDF, or other non-text resumes is not supported
	ADP Benefits Administration Services Conversion Sources	1 source	1 source	\$10,500 per addl conversion source
IMPLEMENTATION TESTING				
Testing	Conversion Files	2 files: 1 indicative and 1 payroll data	2 files: 1 indicative and 1 payroll data	ADP will perform conversion tests for unit testing and payroll volume testing before the final live data conversion. Client will cleanse data for each conversion, if required
	Data Entry during Maintenance Period	0 transactions	0 transactions	\$6.00 per transaction
REPORTING				
Reporting	General Ledger Chart of Accounts	1 GL chart of account	1 GL chart of account	
EMPLOYMENT VERIFICATION SERVICES SYSTEM CONFIGURATION				
Employment Verification Services System Configuration	Employee Job Title	Not Included	Not Included	Employee job titles will be displayed as 'Associate' to requestor
	Wage Detail	Not Included	Not Included	Wages / earnings will include the total wages and pay date



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP BENEFITS ADMINISTRATION SERVICES SYSTEM CONFIGURATION				
ADP Benefits Administration Services System Configuration	Health Plan Options	10	10 plan options	Health plans include medical, dental, vision, prescription and do not include welfare or flexible spending accounts In the event Client (or Client vendor) requires employees to sign an arbitration agreement in order to obtain benefits coverage, Client (or Client vendor) is responsible for such administration
	Unique Pay Schedules / Calendars	4	4 schedules / calendars	
	Annual Open Enrollment Periods	1	1 OE period(s)	
	Centralized Administration	Included	Included	Client decision making and processing rules governed by single centralized group
	Additional Rate Structures per Benefit Option within an Eligibility Group	0	0 addl rate structures per benefit option within an eligibility group	
	Manage Haste Enrollments	Included	Included	
	Supplemental Benefits powered by Corestream	Not Included	Not Included	Service to access additional voluntary carriers
	Premium Payment Services	Included	Included	
	Affordable Care Act (ACA) Output File	Not Included-	Not Included- files	ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing.
	ADP Private Exchange for Benefit Eligible Employees	Not Included	Not Included	
External Health Insurance Enrollment Service	Not Included	Not Included		



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Work / Life Events	33	33 work / life event types	Available work / life event types are: <ul style="list-style-type: none"> • New hire • Newly eligible • Rehire with benefit reinstatement • Rehire without benefit reinstatement • Address change • Leave of absence • Return from leave of absence • Salary change • Termination • Retirement • Death of employee • Pay frequency change • Reduction of hours – no longer benefit eligible • Full time to part time/part time to full time • Newly benefits eligible (ACA) • Dependent age out • Annual enrollment • Turning 65 / newly Medicare eligible • Age banded events (i.e., life insurance crossing 5 year age band) • Marriage or civil union • Divorce or annulment • Birth or adoption of dependent • Add a domestic partner (DP) • Dissolution of domestic partnership • Death of spouse / DP • Death of child / DP's child • Spouse becomes benefit eligible • Spouse becomes benefit ineligible • Dependent child becomes benefit eligible • Dependent child becomes benefit ineligible • Loss of coverage elsewhere, gain of coverage elsewhere • Spouse's open enrollment



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Dependents	4	4 dependent types	Available dependent types are: <ul style="list-style-type: none"> • Spouse • Child • Domestic partner • Child of domestic partner
	Company Couple Rules	Not Included	Not Included	Standard functionality for couples who both work for Client ensures dependents are not covered twice (e.g., an employee with supplemental life insurance cannot also be covered by the other employee electing spouse life insurance)
	Medicare Data Maintenance	Not Included	Not Included	
Voluntary Benefits				
	Voluntary Benefits	Not Included-	Not Included-voluntary benefit files	Standard ADP format; up to 3 benefit options from single data source
	Wellness Credits	Not Included-	Not Included-wellness credit files	Standard ADP format; up to 3 benefit options from single data source
	Bi-directional Real-time Enrollment Link with UNUM	Not Included	Not Included	
	Single Sign-on to Benefits Vendors	Not Included	Not Included	
	Coverage Tiers	5	5 coverage tiers	Coverage tiers are defined as EE only, EE + One, EE + Family, etc.
ADP TALENT MANAGEMENT SOLUTIONS SYSTEM CONFIGURATION				
ADP Talent Management Solutions System Configuration	Talent Management Module Initial Configuration	N/A	N/A	- Configuration of all in-scope Talent modules must be completed as part of a single implementation project.
	Performance Plan	2	Included	- Performance Management will be configured to support up to 2 Performance Plans
	Compensation Plans	5	Included	- Compensation Management will be configured to support up to 5 Compensation Plans



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Compensation Awards	5	Included	- Compensation Management will be configured to support up to 5 Base Pay Awards per Compensation Plan
	Compensation Bonus Awards	2	Included	- Compensation Management will be configured to support up to 2 Bonus Awards per Compensation Plan
	Compensation Stock Awards	2	Included	- Compensation Management will be configured to support up to 2 Stock Awards per Compensation Plan
	Compensation Groups	25	Included	- Compensation Management will be configured to support up to 25 groups for each pay element within a Compensation Plan
	Succession Plans	1	Included	- Succession Management will be configured to support up to 1 Succession Plan
	Learning Management System	1	Included	- Learning Management will be configured to support up to 1 Learning System
ADP DATA CLOUD				
Components	Core Analytics	Included	Included	Includes metrics dashboards, embedded metrics, mobile analytics and practitioner manager level access
PAYROLL / HR ADMINISTRATION				
Populations	Pay Frequencies	1	1	Provide payroll processing for 2,800 Employees ("EEs")
	EEs Bi-Weekly	2,800	2,800	
	Turnover	15%	0.15 PEPY	
	Collective Bargaining Agreements ("CBAs")	0	0 CBAs	
	Company Codes / Pay Groups	1	1 Co Codes	
ADP Wage Garnishment Services	ADP Wage Garnishment Payments (Withholdings)	7,280	2.6 payments per EE per year	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP Employment Tax Services	ADP Employment Tax Services	1	1 FEIN	
ADP Wage Payment Services	Wisely Payroll Card Issuance	Included	Included	
Pays / Distribution	Scheduled Pay Cycles	26	26 pay cycles annually	Client must submit all variable payroll data inputs by 9am ET four business days prior to pay date
Reporting Services	New Hire Reporting	Included	Included	
	Reporting Service	100	100 hours annually	Number of hours of assistance in developing and/or modifying ad hoc reports in ADP provided reporting tool. ADP support exceeding 100 hours per calendar year (prorated for clients with a mid-year Go-live date) may be subject to Change Control
Document Maintenance	Enterprise HR Document Cloud	Included	Included	
PARTICIPANT SOLUTION CENTER SUPPORT				
Service Day	Hours in a Service Day	12-hour service day	12-hour service day	Client may choose a window between 8:00 AM and 8:00 PM Eastern Time excluding ADP Holidays (New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day)
Contacts	Payroll/HR and Time and Attendance Contacts PEPY	2.3	2.3 contacts per EE per year	
	Benefit Services Contacts PEPY	2.0	2 contacts per EE per year	
	Recruiting Management Services Contacts PEPY	0.2	0.2 contacts per EE per year	
	Talent Management Services Contacts PEPY	1.1	1.1 contacts per EE per year	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP TIME & ATTENDANCE SERVICES				
Populations	ADP Workforce Manager -			
	Hourly Timekeeping	2,600	2,600 users per month	Includes Compliance on Demand
	Salaried Timekeeping	200	200 users per month	Includes Compliance on Demand
	Absence Management	2,800	2,800 users per month	
	Analytics	2,800	2,800 users per month	
	Timeclock Users	0	0 users per month	
ADP UNEMPLOYMENT CLAIMS SERVICES				
Claims & Hearings	Protested Unemployment Claims	118	0.0421 protested claims per EE per year	
EMPLOYMENT VERIFICATION SERVICES - COMPREHENSIVE				
Verifications	Non-Public Sector Requests	Included	Included	Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms
	Public Sector Requests	Included	Included	Employment and wage verifications by public sector requestors is included; examples of public sector requestors include Immigration Services, Workers Compensation, and Social Services
RECRUITING MANAGEMENT SERVICES -				
Population	Employees Supported	2,800	2,800 EEs	
System Configuration	Mobile Text Service	Included	Included	Text Messaging Included
	Third Party Hiring Process Integrations	Included	Included	Background Screening, drug testing, fingerprinting, assessment integrations available via standard API at no charge.
Client Practitioners	Client Named Contacts	3	3 named contacts	- Includes up to 3 Client Named Contacts who may contact the ADP Support Team



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP BENEFITS ADMINISTRATION SERVICES				
Populations	Benefit Eligible Employees	2,800	2,800 benefit eligible EEs	
	Benefit Eligible Retirees	864	864 benefit eligible retirees	
	Benefit Eligibility Groups	15	15 benefit eligibility groups	4 of the benefit eligible groups are specific to retirees
	Turnover	15%	15%	
Data Exports	Healthcare Vendor Exports in HIPAA Compliant 834/5010A Format	8	8 HIPAA 834 exports	
	Custom Exports	0	0 custom exports	Files in mutually agreed format DSOREVIEW: List vendor and benefit area for each custom export
Data Imports	Census/Indicative Data Load	1	1 per week	- Demographic Census Data
Communication	Forms Stored in Library	50	50 forms	Forms in the document library will be displayed based on the individual employee's eligibility group
	Ongoing Enrollment Kit	Not Included	Not Included	
	Annual Enrollment Confirmation Kits	Not Included	Not Included	
	Dependent Age Out Letter - Verification Kit	Not Included	Not Included	
Client Practitioners	Client Named Contacts	Unlimited	Unlimited named contacts	- All reporting, including census errors, payroll deduction file reports, and additional standard reports are offered for a single location - Additional sorting or reporting breakouts are a client responsibility



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Other	Participant Services Center Overages	Unlimited	Unlimited named contacts	<ul style="list-style-type: none"> - Average eligible count to be recorded on first of each month and divided by total calls at end of year. - Direct telecom fees to be billed based on ADP's standard rates. - Native Language Contact Center - available by third party vendor. - Language Line support is billed as pass through expense.
ADP HEALTH COMPLIANCE SERVICES				
Populations	Benefit Eligible Employees	2,800	100.0% of EEs	
	Benefit Eligible Turnover Rate	15%	15%	
	Number of Variable or Part-Time Employees	0	0% of EEs	
	Number of Low Income Employees	0	0% of EEs	A "Low Income Employee" earns 250% of the Federal poverty level
	H&W Integration/Interface for ACA	Included	Included	ADP will integrate data between the ADP Health and Welfare and ADP Health Compliance systems.
ADP TALENT MANAGEMENT SOLUTIONS				
Populations	Performance Management	2,800	1 user per EE per month	Performance Management includes the following: <ul style="list-style-type: none"> - Performance Consultation and Administrator Training - QA Support - 1 Cycle of UAT
	Compensation Management	2,800	1 user per EE per month	Compensation Management includes the following: <ul style="list-style-type: none"> - QA Support - 1 Cycle of UAT
	Succession Management	2,800	1 user per EE per month	- Assumes 2,800 supported employees
Partner Integration	ADP Learning Management System	2,800	2,800 users per month	- Assumes 2,800 supported employees



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Client Practitioners	Client Named Contacts	5	Included	- Includes up to 5 Client Named Contacts who may contact the ADP Support Team



IV. Financial Terms

- A. **Initial Term:** The Initial Term will expire on the fifth anniversary of the Go-Live Date.
- B. **Client Group and Approved Countries:** The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States, and any Affiliates (if applicable) as may be agreed to by the parties.
- C. **Implementation:** The following fees (“Implementation Fees”) are due and payable by Client as follows:
 - 1) Implementation Fees are due and payable by Client in five equal monthly installments commencing the month in which the Implementation Services start. The Implementation Fees assume a duration of up to eight consecutive months from the Implementation Services start date until the Go-Live Date.
- D. **Invoicing:**
 - 1) Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
 - 2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client.
- E. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.
- F. **Taxes:** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- G. **Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions, Client will:
 - If termination occurs prior to the Go-Live Date for the applicable Services:
 - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix OR, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the “Financial Detail” table), and
 - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services
 - If termination occurs after the Go-Live Date for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as set forth in the chart below,



which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for Services determined as of the Effective Date during each “year” of the Agreement:

	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Initial Estimated Client Billing Fees as of the Effective Date	40%	32%	24%	16%	8%

In the event new Services are added, the Cost Reimbursement Fee is subject to change.

H. **Postage, Shipping, Travel and other Out-of-Pocket Expenses:** ADP will invoice Client for postage charges, delivery charges, other third party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses.

I. **Funding Requirements and Disbursement Disclosure:**

a) For ADP Employment Tax Services, Client will provide:

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date

b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

- A. What: All net pay funding (other than for Payroll Cards)
- Method: Reverse wire to ADP
 - Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date
- B. What: Net pay funding for Payroll Cards
- Method: Issuing Bank establishes method of delivery
 - Timing: Issuing Bank establishes the deadline

c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

J. **Fee Adjustments:**

- 1) The fees set forth in this Appendix will remain fixed for one year following the date of the first invoice issued for the ongoing Services provided in this Agreement. During the remainder of the Initial Term, ADP will increase fees on an annual basis based on the Consumer Price Index



(CPI) as published by the United States Bureau of Labor Statistics plus 2%. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days' prior written notice to Client.

K. Change Control:

- 1) **Change Control Policy.** ADP will manage changes to the scope of Services (including Implementation Services) (each a “**Change Control Item**”) via its change control process. The parties will agree to any Change Control Items and associated fees (if any); provided, however, ADP will make any Change Control Items required (i) by Applicable Law or (ii) to extend Implementation Services (each of (i) and (ii) a “**Required Change Control Item**”). However, Client and ADP must agree upon any fee for a Required Change Control Item, such agreement not to be unreasonably withheld.
- 2) **Change Control Procedures.** Before starting work on a Change Control Item, ADP will deliver to Client a notice (a “**Change Control Notice**”) providing: (i) the details of the Change Control Item, (ii) the impact of the Change Control Item may have on the Services, including any change to completion dates, (iii) estimates of the time, materials, and aggregate costs for the Change Control Item, and (iv) whether the Change Control Item is a Required Change Control Item. If the change is a Required Change Control Item, ADP will promptly start work on the Required Change Control Item. For any normal Change Control Items, Client must approve or reject the Change Control Item within five Business Days of receipt of the Change Control Notice, and a lack of response will be treated as a rejection. If Client rejects a Change Control Item, ADP may continue performing the Services without implementing the Change Control Item or it may dispute the rejection.
- 3) **Change Control Dispute Resolution.** If either party disputes that an event, requirement, measure, or deliverable is subject to the change control procedures, ADP and Client will make a good faith effort to resolve the dispute within five Business Days of the occurrence of the dispute. If the dispute still exists, ADP will summarize the dispute in writing and escalate it to an ADP senior executive and a Client senior executive, in each case, not directly involved in the project/or day to day service operation subject to the dispute. The executives will make a good faith attempt to resolve the dispute within five Business Days of the escalation. If the dispute still exists after the escalation, either party may elect to resolve the dispute via non-binding mediation as soon as practicable by a third-party mediator knowledgeable in the business process outsourcing services industry and reasonably acceptable to both ADP and Client. The cost of the mediation will be shared equally by ADP and Client.
- 4) The standard hourly rate for a Change Control Item is \$200.00; provided, however, that ADP may increase that rate as follows:
 - (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;
 - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.
- 5) **Maintenance Fees for System Modifications:** Client may request modifications to the ADP system and will pay all costs related to development of those system modifications, plus an annual system technology maintenance fee equal to 18% of the total one-time fee for a Change Control Item for system modifications made after implementation.



V. Service Specific Financial Terms

A. Interface Matrix

ADP will create the custom interfaces and reports listed in the matrix below. In addition to the custom reports in the matrix, ADP will also make available to Client any standard reports then available through the ADP Application Programs.

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
1	Manual Check Positive Pay File	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		<ul style="list-style-type: none"> • Listing of manual checks to provide positive pay information to Client's bank • Design, programming, and testing for one bank is assumed
2	401k Eligibility Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound interface program will be provided to create a changes-only file containing employee demographic data • The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated records will not be considered
3	401k Elections Inbound	PR/HR	Inbound	TBD	Enterprise HR	TBD		<ul style="list-style-type: none"> • An inbound interface program will be provided to accept a changes-only file (single file) to maintain employee 401k deductions; the inbound file will contain employee deferral (before-tax, after-tax, catch-up) and loan election data (including starts, stops, and changes) • The inbound data will not require logic to determine 401k and loan eligibility or store multiple loan numbers
4	401k Contributions Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound interface program will be provided to create a changes-only file containing employee demographic data including personal, address, demographic, work information, status and year-to-date contributions • The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated effective dates will not be considered



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
5	Miscellaneous Deduction Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee deduction data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
6	Miscellaneous Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee pay data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
7	Miscellaneous Adjustment Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee pay data to execute payroll • Assumes 1 file submission; each file submission can only contain one pay group • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
8	ADPR Report Pack (for development of Client-specific ad hoc reports during implementation)	PR/HR	Report	Enterprise HR	Client	On Demand		<ul style="list-style-type: none"> • Allocation of 100 hours for ADP to create custom reports in ADPReporting ("ADPR") based on Client requirements • The complexity of report usually requires 5 or more tables, has 2 or more custom joins, up to 60 fields, more than 5 derived fields, and more than 2 advanced derived fields or groupings • This is a full file; ADPR cannot identify data changes • Report will not perform more than one select or complex calculations; have fewer than 100 fields and fewer than 40,000 records selected (to avoid performance issues) • Report output can be in HTML, Excel, comma delimited (CSV), PDF, plain text, or XML • Report can use client entered prompt values and can sort the data in a specific order, if desired



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
9	Active Directory Outbound	PR/HR	Outbound	Enterprise HR	Client	Daily		<ul style="list-style-type: none"> • An outbound interface program will be provided to send a changes-only file (single-file) containing employee demographic data selected from up to 200 fields in the personal data, job, and employment tables in the ADP Enterprise system • The outbound file will be a fixed length or delimited format and will contain a header record, one or more detail records, and a trailer record • Change processing will be applied to a subset of no more than 50 field of the up to 200 total fields selected • The output file will not include financial data (contributions or loan repayments) • The program will not require complex calculations to arrive at values for the outbound file • Data selected from effective dated tables will include the current row only; history rows will not be selected • The program will select data from effective dated tables as of the current system run date; future dated effective dates will not be considered
10	Manual Payments via Direct Deposit	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		<ul style="list-style-type: none"> • An outbound file will be provided to send employee payments to Client's bank to facilitate manual payments via direct deposit
11	COBRA Term Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound file will be provided that contains basic employee demographic data and actual deductions taken
12	Supplemental and Certification PDE (RCPSCPDE)	PR/HR	Process	Enterprise HR	Enterprise HR	EPR		Augusta-Richmond County is requesting a custom interface (RCPSCPDE) that would process employees from the custom Filled/Unfilled table containing earnings and create Pay Data Entry Transaction to be included in the next payroll.
13	Filled/Unfilled Report (RCRFLUN)	PR/HR	Report	Enterprise HR	Enterprise HR	On Demand		Augusta-Richmond County is requesting a custom interface (RCRFLUN) to generate a report that will include filled and unfilled positions. The end user would have the ability to run the report for one payroll department or hr department or a range of departments



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
14	Salaries and Employer Contributions (RCRSALRY)	PR/HR	Report	Enterprise HR	Enterprise HR			Augusta-Richmond County is requesting a custom interface (RCRSALRY) to generate a report that will include salaries and employer contributions for the current year. The end user would have the ability to run the report for one payroll department or hr department or a range of departments.



Service Definitions



This Service Definition documents the Services to be provided and each party's responsibilities related to the delivery and receipt of the Services. The responsibilities are identified as those of ADP, Client, or a third party acting on behalf of Client. In regard to Client responsibilities, the Client retained team is primarily responsible for supporting ongoing processes, managing Client third-party vendors, conducting strategic planning, developing and maintaining Client policies, and assisting ADP in resolving issues escalated by ADP service personnel, such as issues that require Client policy interpretation and/or previous Client history unknown to ADP. Note that the term "practitioner" refers to administrative access to ADP tools for use by ADP associates on behalf of Client, the Client retained team, and Client HR administrators. "Practitioner" specifically does not refer to general access for Client employees or Client managers. In addition, all Services will be provided in accordance with standard ADP processes and methodologies.

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.1.	Overview				
A.1.1.	Provide systems and services to Client as further set forth in this Service Definition	X			
A.1.2.	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
A.2.	Account Governance and Escalation				
A.2.1.	Establish and support team members with responsibilities defined in this Section to maintain ongoing working relationship between ADP and Client	X	X		
A.2.2.	ADP Governance Team				
A.2.2.1.	Manage ADP-Client overall relationship from ADP's perspective and oversee delivery of Services, as follows: <ul style="list-style-type: none"> • Monitor compliance with service levels and other contractual commitments related to the Services • Identify and facilitate prompt resolution of service delivery issues • Act as primary point of contact for Client • Prepare and deliver quarterly executive performance report which includes a summary of ADP performance against its obligations • Make training recommendations to Client • Act as point of escalation for ADP service areas, as needed; escalate issues not otherwise resolved that will impact ADP-Client relationship or will prevent ADP from delivering services in accordance with mutually agreed escalation path • Work with Client to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work with Client executives to align delivery of ADP services with strategic needs of Client, including informing Client of new ADP capabilities and developments by and within ADP organization • Manage change control and ongoing issues logs and status reporting; facilitate regular meetings with Client to review status of these items 	X			



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.2.3.	Client Governance				
A.2.3.1.	Manage ADP-Client relationship from Client's perspective and oversee Client deliverables related to Services, as follows: <ul style="list-style-type: none"> • Monitor Client compliance with contractual commitments related to the Services • Provide day-to-day support to ADP, including identifying and facilitating prompt resolution of service delivery issues related to Client deliverables and assisting ADP in resolving other issues as necessary • Escalate issues not otherwise resolved that will impact ADP/Client relationship or will prevent ADP from delivering services in accordance with mutually agreed escalation path • Work with ADP to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work to align delivery of ADP services with strategic needs of Client, including informing ADP of Client corporate developments that may impact the Services • Respond and assist in resolution of items identified in ongoing issues log and status reporting 		X		
A.3.	Tier 0: Self Service				
A.3.1.	Host and maintain ADP Application Program; provide application access and functionality related to the Services	X			NOTE: ADP will enable Client employees and managers federated single sign-on access to ADP Application Program after logging on to Client's portal
A.3.2.	Communicate to Client employees and managers how to access and use ADP Application Program, including Knowledge Base and Inquiry Self Service, as primary point of service for self-administering and/or inquiries regarding the Services based on standard materials provided by ADP		X		
A.3.3.	Online Content Management				
A.3.3.1.	Provide Client ability to post Client Content where available to ADP Application Program	X			
A.3.3.2.	Post Client Content to ADP Application Program ^c		X		



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.3.4.	Knowledge Base Self Service				
A.3.4.1.	Provide access to Client Knowledge Base for employees and practitioners to search Client policy, procedure, and forms information specific to individual employee role and division/location within Client organization	X			NOTES: <ul style="list-style-type: none"> • Employees will view only content relevant to their employee group which will be jointly determined by Client and ADP during Knowledge Base analysis using pre-defined, standard HRMS data elements • If Client third party administrator is involved, additional analysis will be required and additional charges may apply
A.3.4.2.	Request corrections to Client Knowledge Base in the event an inaccuracy is noted		X		NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process
A.3.4.3.	Update Client Knowledge Base as requested per previous section; respond to Client employee and practitioner requests for assistance as defined in "Tier 1: Inquiry Management" section below	X			
A.3.5.	Inquiry Self Service				
A.3.5.1.	Enable Client employees and practitioners to submit, view, modify, and track status of applicable inquiries	X			
A.3.6.	Configuration Modifications				
A.3.6.1.	Make any ongoing changes to Client-configured content of self service application		X		
A.3.6.2.	Provide tool to enable Client to modify specific self service application configurations and functionality (e.g., instructional text, site branding, event workflow, business rules, approval paths, and workgroup maintenance)	X			
A.3.6.3.	Maintain self service role-based profiles, content, and instructions regarding transactions; modify workflow definitions as needed, including e-mail notifications		X		NOTE: Profiles are limited to components being utilized



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.4.	Mobile Solutions				
A.4.1.	<p>Provide encrypted mobile self service access to HR and payroll-related data to enable Client employees to:</p> <ul style="list-style-type: none"> • Login and establish secured, authenticated application sessions • View pay statements (up to rolling 3 years), including the ability to toggle between net pay and gross pay year-to-date • Access W-2 information • Access Garnishment information • Access Health Compliance information • Access Benefit information • View paycard balances and recent transactions, and locate surcharge-free ATMs within close proximity • Clock in, clock out, indicate a late arrival, and review timesheets • View time off balances, and submit and view time off requests • View existing and future benefit elections by benefit category, plan type and coverage level; and view detailed information on effective date, per pay period deductions, and covered individuals 	X			NOTE: Client employees are able to access the mobile solutions app by either using a browser on their device or downloading the app to their mobile device
A.5.	Tier 1: Inquiry Management				
A.5.1.	Maintain Client-unique toll-free number to access MyLife Advisors Service Center Support; provide menu-driven call router from Client toll-free number for Client inquiries regarding policies, administrative rules, processing mechanics (e.g., access to and use of self service and forms), and data accuracy	X			<ul style="list-style-type: none"> • NOTES: • Call router is available 7 days per week; 24 hours per day except for scheduled maintenance and will also include routing of calls to third party numbers • Support provided in English only • Support for hearing impaired callers is handled via Video Relay Service
A.5.2.	Respond to Client inquiries during the hours defined in this Service Definition; transfer callers to Client third parties as appropriate	X			



Augusta-Richmond County
Ongoing Services Roles & Responsibilities Matrix

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.5.3.	Manage, track, and retain each Client employee, manager, and practitioner contact within ADP online inquiry management system; coordinate issue determination and resolution, including coordination with Client third-party vendors as needed	X			NOTE: The available hours of operation for Tier 1 support are Monday through Friday (excluding holidays*), 8:00 a.m. – 8:00 p.m. Eastern Time and Saturday (excluding holidays*), 8:00 a.m. – 5:00 p.m. Eastern Time Client to select a 10 hour window within the available hours of support on Mondays through Fridays * U.S. holidays are New Year's Day, Memorial Day, Juneteenth, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day
A.5.4.	Assist in resolving issues requiring Client-specific knowledge or escalation (e.g., Client policy interpretation, involving matters unknown to ADP)		X		
A.5.5.	Respond to Client personnel requests for assistance with log-on process, password resets, basic troubleshooting, and system navigation; respond to policy-related inquiries provided such policy is documented in Client Knowledge Base; refer to Client retained team any policy-related inquiries not documented in Client Knowledge Base and/or requiring secondary verification	X			
A.5.6.	Provide updates to Knowledge Base content related to Client policy detail, documentation, and guidelines to enable ADP to support Client personnel inquiries; respond to any policy-related inquiries escalated by ADP		X		NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process
A.5.7.	<i>Inquiry Response Quality Monitoring</i>				
A.5.7.1.	Record, analyze, and report MyLife Advisors Service Center Support statistics to Client on a monthly basis (e.g., call volumes and duration, issue trends, abandon rate and wait times, first call resolution rate, and average issue resolution time)	X			NOTE: ADP also monitors and evaluates Employee Service Representative responses to Client inquiries
A.5.8.	<i>Document Maintenance and Retrieval</i>				
A.5.8.1.	Enable Client to utilize tool within ADP Application Program (ADP Document Cloud) to upload, access, and export documents related to employee HR files	X			
A.5.8.2.	Update security configuration for ADP Document Cloud as requested by Client	X			



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.5.8.3.	As desired by Client, utilize ADP Document Cloud to attach, maintain, and retrieve documents for employee HR files		X		
A.5.8.4.	Image and upload to ADP case management system paper forms and faxes sent to ADP by Client employees, managers, and practitioners related to actionable requests	X			
A.5.8.5.	Retrieve document images requested by Client employees, managers, and practitioners that are not otherwise available to requestors via self service	X			NOTE: May be subject to Change Control
A.6.	Tier 2: Service Team				
A.6.1.	Coordinate delivery of Services on an ongoing basis, including managing team responsible for day-to-day processing activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical events during the year (e.g., year-end processing for payroll, benefits annual enrollment)	X			NOTE: Standard availability of ADP Tier 2 resources is outlined in Client Contact Matrix
A.6.2.	Coordinate delivery of Services on an ongoing basis, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical events during the year (e.g., year-end processing for payroll)	X			NOTE: Standard availability of ADP Tier 2 resources is outlined in Client Contact Matrix
A.7.	Tier 3: Client Retained Team				
A.7.1.	Support ongoing processes, assist in resolving issues escalated by ADP, manage Client third-party vendors, conduct strategic planning, and develop Client policies		X		
A.8.	Continuous Process Improvement				
A.8.1.	Identify potential areas for process and service related improvement and periodically discuss such opportunities with Client	X			
A.9.	Application Hosting				
A.9.1.	Install, configure, maintain, and support Hosted Environment (and applicable software to support the applicable Services); provide connectivity between ADP network sites and Client work facilities; manage and operate hardware needed to support ADP-provided applications	X			
A.9.2.	Maintain connectivity between Client sites and ADP-provided applications via the Internet		X		
A.9.3.	Monitor and manage Hosted Environment security including physical security, logical security (firewalls, encryption, and password access control), and intrusion detection consistent with ADP's security program	X			
A.9.4.	Maintain two (2) non-production (i.e., for testing and ADP support activities) and one (1) production instance of Client database	X			
A.9.5.	Host ADP Application Program with capacity to maintain online data access for current pay period year-to-date information, current year plus three (3) years of check history, and all HR demographic data	X			NOTE: Labor to convert, load, and retrieve history is subject to Change Control



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.9.6.	Provide software support for interfaces identified in Pricing and Financial Terms; set-up, configure, and support corresponding transmissions to and from Client and/or Client third party vendors	X			
A.9.7.	Run weekly process to automatically delete reports, output files, and input files not recently accessed by Client	X			
A.9.8.	System Modification Bids				
A.9.8.1.	Notify ADP of desired system modification providing detailed specifications including desired outcome		X		
A.9.8.2.	Review requested modification to assess ADP work effort required to produce quote (quotes requiring more than 2 hours to prepare are subject to formal detailed analysis)	X			<ul style="list-style-type: none"> NOTES: Quotes provided without detailed analysis are high level estimates only and are not binding Preparation of a formal detailed analysis is subject to Change Control
A.10.	ADP Marketplace Developer Tools and Support				
A.10.1.	Provide access to certain Client data stored in ADP systems via standard Application Programming Interfaces (APIs)	X			
A.10.2.	Access certain Client data via ADP standard APIs; authorize Client third party access as desired		X	X	
A.10.3.	Provide catalog of standard ADP APIs including user documentation, sample code, and testing "sandbox;" provide online forum to discuss standard ADP APIs; moderate and respond to questions	X			
A.10.4.	Access and test standard ADP APIs; build and maintain new applications (apps)		X	X	
A.10.5.	Track and respond to developer inquiries regarding ADP-developed APIs related to available/unavailable tables, fields, and data	X			NOTE: ADP does not troubleshoot issues related to Client-developed apps
A.10.6.	Marketplace Apps				
A.10.6.1.	Provide online, on-demand store for Client to access APIs related to ADP products	X			
A.10.6.2.	Access ADP Marketplace to purchase apps		X		



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.11.	Interface Management				
A.11.1.	Maintain interfaces as listed in Pricing and Financial Terms; manage import and export of data into and out of ADP systems in accordance with mutually agreed processing schedule and format that supports ADP, Client, and/or third party vendor requirements; coordinate with Client and Client third party vendors to provide services, including validating, balancing, and auditing submitted data and control totals in accordance with ADP standards	X			
A.11.2.	Provide data in accordance with ADP-Client mutually agreed processing schedule and format; <u>ensure data supplied from all systems includes control totals</u> ; review any error notification(s) generated by ADP and adjust entries, as needed		X		
A.11.3.	Provide data in accordance with ADP-Client-third party vendor mutually agreed processing schedule and format; <u>ensure data supplied from all systems includes control totals</u> ; review any error notification(s) generated by ADP and adjust entries, as needed			X	
A.11.4.	Manage relationship with Client third party vendors		X		
A.12.	Reporting				
A.12.1.	Provide access to ADP standard reports; provide access to additional Client-specific reports as listed in Pricing and Financial Terms	X			
A.12.2.	Access ADP standard reports and additional Client-specific reports listed in Pricing and Financial Terms, as desired; run additional ad hoc reports using ADP ad hoc reporting tool to develop reports across all ADP reporting databases and integrating such data as desired		X		NOTE: Ad hoc reporting tool is available to Client practitioners 24 hours a day, seven (7) days a week; however, Client ability to view or modify data may be impacted during the Maintenance Windows for ADP Application Program as specified in Exhibit 1
A.13.	Client Training				
A.13.1.	Provide training curriculum to Client for each applicable Client job role	X			NOTE: Training curriculum is developed and mutually agreed by Client and ADP during implementation
A.13.2.	Develop and deliver ongoing employee, manager, and practitioner training utilizing curriculum by job role, as well as standard training courses and materials supplied by ADP		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.	Human Resource (HR) Administration Services				
B.1.1.	Use ADP Application Program to facilitate employee onboarding process and enter and manage Client employee transactions, such as new hires, rehires, transfers, job status changes, job and/or salary changes, off-cycle salary changes, leaves of absence, suspensions, and terminations		X		
B.1.2.	Enter/manage transactions defined in Client standard procedures for Client employees and managers who have no access to ADP Application Program	X			NOTE: Volume of such transactions in excess of volume defined in Appendix 1 - Pricing and Financial Terms may be subject to Change Control
B.1.3.	Historical Data Corrections				
B.1.3.1.	Notify ADP of required historical data corrections		X		
B.1.3.2.	Update employee record as directed by Client	X			NOTE: Any single request for more than 50 historical data corrections may be subject to Change Control
B.2.	HR Compliance Reporting				
B.2.1.	Provide access to standard report templates to assist Client retained team in preparing compliance related reports associated with ADA, EEO, AAP and annual census filings requirements	X			
B.2.2.	Legislative Changes				
B.2.2.1.	Monitor changes in laws that impact ADP services; provide general updates related to changes in law impacting ADP services	X			NOTE: ADP does not notify its clients of every change in law (e.g., changes in tax rates, etc.)
B.3.	Manager Transactions				
B.3.1.	Enable Client retained team and managers to manage the following types of transactions (collectively referred to as "HR Transactions"): <ul style="list-style-type: none"> • New hires • Rehires • Transfers • Promotions / demotions • Job and/or salary changes • Suspensions • Terminations 	X			



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.3.2.	Utilize ADP Application Program to enter and manage employee transactions		X		NOTE: In event Client managers do not have access to ADP Application Program, data entry may be subject to Change Control
B.3.3.	Process any payroll-related items during the next on-cycle payroll	X			
B.4.	New Hire Processing / On-boarding				
B.4.1.	Conduct new hire on-boarding activities except as otherwise set forth in this Section		X		
B.4.2.	Onboarding				
B.4.2.1.	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> • Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists • New hire orientation support – company news; online maps of office location and points of interest; welcome video • New hire orientation support – company news; online maps of office location and points of interest; welcome video • Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup • Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages 	X			
B.4.2.2.	Provide instructions to Client new hires regarding access to and use of onboarding functionality		X		
B.4.2.3.	Make any ongoing changes to onboarding workflow configuration and Client-specific content		X		
B.4.3.	I-9 Processing for New Hires and Rehires				
B.4.3.1.	Provide Client managers access to standard training materials regarding use of Form I-9 and use of online I-9 service	X			
B.4.3.2.	Maintain list of Client employees authorized to verify employee identity and employment eligibility documentation		X		
B.4.3.3.	Ensure Client employees complete online Form I-9 within first three (3) days of employment; ensure Client hiring managers verify authenticity of candidate identification and/or work authorization documents		X		NOTE: If Client employee cannot or refuses to provide valid social security number, Client to instead mail completed, signed I-9 Forms to ADP
B.4.3.4.	Cross-reference Form I-9 with Client payroll data and expiration date for work authorization documents, and provide ADP standard reports to Client	X			



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.4.3.5.	Use I-9 reports provided by ADP to follow-up on any incomplete, inaccurate, or missing documentation in order to ensure compliance with government requirements		X		NOTE: For hard copy Form I-9s, ADP will enter as much data as is available / legible and notify Client of any missing, illegible or misplaced information
B.4.3.6.	Maintain electronic images of completed Form I-9s and E-Verify case details (as applicable) in accordance with ADP record retention policy	X			
B.4.3.7.	Access Form I-9 documentation for audit or other purposes as needed		X		
B.4.4.	E-Verify Authorization				
B.4.4.1.	Authorize ADP to serve as designated agent for E-Verify by signing and returning Memorandum of Understanding provided to Client by ADP		X		NOTE: E-Verify is included in the service; if the government imposes fees in the future, ADP will pass such fees on to Client
B.4.4.2.	Submit data collected on Form I-9 to DHS E-Verify to verify work authorization	X			
B.4.4.3.	Review and follow-up on open DHS / E-Verify cases; resolve any issues identified by DHS directly with Client employee based on Client policy		X		
B.4.5.	Work Authorization Renewals				
B.4.5.1.	Notify Client of expiring work authorization documents via standard report	X			
B.4.5.2.	Review report and manage renewals		X		
B.5.	Off-boarding				
B.5.1.	Submit employee termination data; initiate manual payment as applicable; enter worked hours for final pay period; prepare and file Form 5500 filings utilizing data provided by ADP		X		
B.5.2.	Manage data associated with voluntary and involuntary employee terminations, as follows: <ul style="list-style-type: none"> Calculate and process final pay based on data provided by Client, including work completed and unused vacation as applicable and in accordance with Client business rules Prepare final paycheck in accordance with state disbursement requirements Continue pay during severance period, as indicated by Client Notify vendors of Client-sponsored programs (e.g., 401(k) plan) of cancellation of coverage Track severance status and earnings to support 5500 filings Terminate employee access to ADP applications Notify Client of termination to enable Client to complete additional de-provisioning activities 	X			NOTE: ADP will calculate final pay only if ADP manages Client's time & attendance and paid time off services; otherwise, Client must calculate final pay amount and provide that information to ADP
B.5.3.	Validate final pay amounts and timing of payment prior to processing of such payments		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.5.4.	Mass Data Changes				
B.5.4.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
B.5.4.2.	Process mass data changes as requested	X			
B.6.	HR Transaction Processing				
B.6.1.	Define and notify ADP of changes to policies and business rules related to HR transactions		X		
B.6.2.	Provide tool to process Client HR Transactions in accordance with Client policies	X			
B.6.3.	Manage HR Transactions in accordance with Client policies and/or business rules; notify Client employee of transaction (as applicable); initiate transaction via ADP Application Program; collect company property (as applicable); approve transactions via automated workflow		X		
B.6.4.	Process submitted HR Transactions in accordance with Client policies and/or business rules; notify applicable parties (e.g., requestor, third parties, and Client internal resources such as building security and systems security) of transaction via automated interface or workflow in ADP Application Program	X			
B.6.5.	Employee Death				
B.6.5.1.	Notify ADP of employee death; initiate separation process in ADP Application Program; contact designated survivor for final pay instructions; track receipt of applicable forms including death certificate; coordinate return of employee personal property to family		X		
B.6.5.2.	Process employee death transaction as outlined in "Off-boarding" section above, including final payment as directed by Client	X			
B.6.6.	Reduction in Force (RIF)				
B.6.6.1.	Coordinate RIF event (e.g., timeline, communications, documentation, service bridging, outplacement, and severance); notify ADP of affected employees and event parameters; notify affected employees; track receipt of termination forms		X		
B.6.6.2.	Process RIF transactions as directed by Client	X			NOTE: RIF transactions may be subject to Change Control
B.7.	Employee Relations				
B.7.1.	Provide counseling, coaching, and guidance to Client managers related to employee performance and HR issue resolution		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.8.	Employment Verification Services				
B.8.1.	Provide authorization for income verification requests			X	NOTE: Client employees provide "consumer consent" for income verifications typically in the form of a signature on a loan, lease or other application or in some cases by providing a "salary key" for each income verification
B.8.2.	Provide authorization for employment verification requests		X		
B.8.3.	Respond to authorized income and employment information requests for Client employees made by mortgage lenders, property managers, pre-employment firms and other public entity requestors ("Verifiers")	X			
B.8.4.	Respond to authorized income and employment information requests for Client employees made by social service, immigration, workers compensation, and other government agencies ("Verifiers")	X			
B.8.5.	Provide updated employment and income data to Employment Verification Services system following each payroll cycle	X			
B.8.6.	Provide online and telephone access to enable Client employees to create or delete a salary key (electronic signature); obtain Verifier instructions; and change personal identification number (PIN)	X			NOTE: Email address changes can be made online only
B.8.7.	Provide web access to The Work Number® and enable Verifiers to obtain employment and income verifications	X			
B.8.8.	Utilize webManager to block or unblock employee records; change employee status from active to inactive; access monthly reports; set salary key expiration interval; create notes or disclaimers on verifications; generate promotional codes; submit verifier information; reset and/or confirm employee personal identification numbers (PINs); review employee verification data; download communication templates; and notify The Work Number® in the event data is disputed by an employee		X		



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.	Payroll Data Administration				
C.1.1.	Provide payroll administration and processing services as follows: <ul style="list-style-type: none"> • Data maintenance • Payroll interface management, balancing, and reconciliation • Management of garnishments and wage attachments • Tax services • Quarter- and year-end processing 	X			
C.1.2.	Gather, validate, and submit payroll data files needed for each payroll processing cycle in accordance with mutually agreed payroll schedule		X		NOTE: In the event Client fails to provide payroll data in agreed-upon format or meet deadline(s) in mutually agreed payroll schedule such that ADP must expedite payroll processing, such processing is subject to Change Control
C.1.3.	System Table Configuration				
C.1.3.1.	Configure, apply, and maintain payroll schedules and applicable tax-related calculations throughout the year	X			
C.1.3.2.	Provide required information related to data elements, review and approve system table configuration to enable ADP to maintain applicable tables		X		
C.1.3.3.	Update tax tables and processing calendars <ul style="list-style-type: none"> • Update tax tables as required based on federal, state and local legislative changes; communicate to Client any impact resulting from tax table update • Processing calendars are mutually established at the beginning of each year; any changes are communicated directly to ADP and calendars are updated accordingly 	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.1.4.	<i>Employee Data Changes Related to Payroll</i>				
C.1.4.1.	Submit updates to employee data and/or make requests via ADP Application Program portal for changes which may include: <ul style="list-style-type: none"> • Direct deposit status • Address/telephone information • Marital status • Emergency contact information • Voluntary deduction requests • W-2/1099 reprint requests • W-4 updates/changes • State tax withholding status • Local tax withholding status (see following section for further details) 		X		NOTE: Data to be provided to ADP via the method(s) determined during Implementation, and may be via automated interface, ADP Application Program, and/or standard template for manual data entry
C.1.4.2.	Make applicable updates for Client employees, managers, and practitioners who have no internet access	X			
C.1.5.	<i>Tax Validation Service – Employee, State and Local Tax Data Changes</i>				
C.1.5.1.	Determine appropriate local jurisdictions for new hires and employees who move; update employee record with proper local code based on Client set-up; if not set-up then notify Client	X			NOTE: Client employees required to work at multiple locations and also required to be taxed based on those multiple work locations are not supported by this local tax service
C.1.5.2.	Monitor and notify Client of employees hired or moved into jurisdictions where Client is not registered	X			
C.1.5.3.	Based on notification from ADP, determine new local jurisdictions to be added		X		NOTE: See Agency Filing Section for details on registration process for new tax jurisdictions
C.1.5.4.	Provide required documentation regarding any local taxes that employee requests ADP to withhold and file, including local taxation reciprocity		X		
C.1.5.5.	Notify Client each payroll run of all local taxes updated in ADP system	X			
C.1.5.6.	Review and validate required local tax changes related to employee-level local tax set-up		X		NOTE: Client is responsible for accuracy of employee-level local tax set-up



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.1.6.	<i>New Hire Reporting</i>				
C.1.6.1.	Provide standard new hire report to states every pay cycle	X			NOTE: Any employees/contractors not paid via ADP Application Program are not listed on this report and must be filed separately by Client
C.1.7.	<i>Mass Data Changes</i>				
C.1.7.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
C.1.7.2.	Process mass data changes as requested	X			
C.1.8.	<i>Payroll Data Audits</i>				
C.1.8.1.	Validate submitted payroll data in accordance with ADP best practices	X			
C.1.8.2.	Assist ADP in resolving errors, as needed		X		
C.1.8.3.	Conduct regular quality assurance audits in accordance with ADP standards	X			
C.2.	<i>Earnings and Deduction Calculations</i>				
C.2.1.	Define changes to earnings and deduction calculations, associated attributes, accumulators (i.e., quarter-to-date (QTD) and year-to-date (YTD)), and memo code set-up		X		
C.2.2.	Set up and maintain all earnings, deductions and accumulators, with associated calculations, including configurable options, as directed by Client	X			
C.3.	<i>ADP Wage Garnishment Services</i>				
C.3.1.	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and "unable to withhold" notifications		X	X	NOTES: <ul style="list-style-type: none"> ADP assumes garnishments provided to ADP are valid Garnishment orders may be provided by Client or Client-authorized third party(ies) Garnishment-related documents received from third parties will be processed by ADP as defined below
C.3.2.	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.3.3.	Employee Communications				
C.3.3.1.	Notify Client employee of garnishment order and/or wage attachment requirements	X			
C.3.4.	Non Court-Filed Communications				
C.3.4.1.	Complete and send notifications directly to applicable third party(ies)	X			
C.3.5.	Court-Filed Communications				
C.3.5.1.	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply ("flash") Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	X			NOTES: <ul style="list-style-type: none"> • In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality • CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court: <ul style="list-style-type: none"> – Interrogatory (basic form type that do not require any legal interpretation) – Answer of continuing lien – Employee copy of continuing lien – Notice of unable to withhold – Notice of employee termination – Notice of employee not on file – Final answer
C.3.5.2.	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets pre-populated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail	X			
C.3.5.3.	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		X		
C.3.6.	Garnishment Disbursement and Funding				
C.3.6.1.	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	X			
C.3.6.2.	Fund garnishment payments as outlined in Pricing and Financial Terms		X		
C.4.	On-cycle Payroll Processing				
C.4.1.	Set up and maintain system for Client payroll processing as defined in "Payment Administration" section below	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.4.2.	Execute any payroll production tasks required to be completed by Client in accordance with schedule; ensure all data is internally validated and provided electronically to ADP in accordance with schedule; notify ADP of any required changes		X		
C.4.3.	Payment Administration				
C.4.3.1.	Administer Client payroll processing by calculating and confirming gross earnings and deductions, as follows: <ul style="list-style-type: none"> • Perform and verify pay data updates • Schedule and receive pay data inputs from Client and third party vendors • Capture and validate required data inputs and updates from interfaces, automated transactions, and manual transactions • Audit pre- and post-payroll results • Calculate and confirm deductions • Finalize and submit payroll for processing, funding, and distribution, including gross-to-net processing with calculation for federal, state and local taxes (multiple jurisdictions if applicable) • Balance and reconcile payroll process components (e.g., reports, imports, accounts) • Post payroll data to secure, online reporting website • Manage distribution of files to Client and third party vendors 	X			
C.4.4.	Paid Time Off				
C.4.4.1.	Process paid time off in accordance with Client policy	X			
C.4.5.	Payment of Wages for Employees on Paid Leave				
C.4.5.1.	Notify ADP of employees being granted a paid leave of absence (LOA); provide to ADP any data required to process wage payments		X		
C.4.5.2.	Process payment of regular wages for employees on leave based on data provided by Client as part of Client standard payroll processing schedule	X			
C.4.5.3.	Process supplemental payments to employees based on State Disability Insurance (SDI) benefits based on data provided by Client as part of Client standard payroll processing schedule	X			
C.5.	Off-cycle Payroll Processing				
C.5.1.	Provide ability to process off-cycle payrolls as defined in Pricing and Financial Terms and requested by Client, or as deemed necessary by ADP	X			NOTE: Off-cycle payrolls must be scheduled with ADP at least 45 days prior to processing date, and unscheduled off-cycle payrolls will be run as schedules and other processing activities permit



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.5.2.	Request off-cycle processing changes and coordinate processing, including submission of data in required format; fund appropriate account(s) as necessary in conjunction with payroll processing timeframe		X		NOTE: Off-cycle processing may be subject to Change Control
C.5.3.	Manual Payment Processing				
C.5.3.1.	Provide ability to process manual payments via paycard or hard copy check as requested by Client	X			NOTE: A "manual payment" is an emergency payment that cannot be handled via on-cycle or scheduled off-cycle processing
C.5.3.2.	Request manual payment processing, provide required information in standard ADP format, fund separate account(s) designated for manual payment draws prior to manual payment processing, and perform any positive pay activity as may be required by Client bank		X		
C.5.3.3.	Provide data necessary to assist Client with positive pay activity	X			NOTE: May be subject to Change Control
C.5.4.	Special and Other Off-cycle Payments				
C.5.4.1.	Notify ADP of upcoming special payments and provide direction for payment (i.e., gross-up amounts and imputed income) and other general items including taxation of such payments if different than standard taxation set up in ADP system; coordinate processing, including submission of data in required format according to applicable standard operating procedure		X		NOTE: Special payments include payments related to relocation, stock option exercise, and incentive plan
C.5.4.2.	Process special payments and update balances and accumulators, as needed	X			
C.5.5.	Prior Period Adjustments				
C.5.5.1.	Update payroll records with any prior period adjustments as provided by Client in accordance with ADP standard process	X			NOTE: Prior period adjustments may be subject to Change Control
C.5.6.	Retroactive Payments				
C.5.6.1.	Calculate and process retroactive payments for salaried employees, and for hourly employees effective at the beginning of a pay period, as requested by Client and in accordance with Client policy	X			NOTE: ADP will calculate retroactive payments utilizing data as of the Client services effective date and for a maximum of five (5) quarters in arrears
C.5.6.2.	Calculate and provide data to ADP for any retroactive payments required for hourly or salaried employees outside the parameters described in previous section		X		
C.5.7.	Prorations				
C.5.7.1.	Provide data to ADP for any prorated payment required for hourly employees		X		
C.5.7.2.	Calculate and process prorated payments for salaried employees based on data entered by the employee; process prorated payments for hourly employees based on data provided by Client	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.5.8.	<i>Retroactive Benefit Deductions</i>				
C.5.8.1.	Calculate retroactive benefit deduction adjustments	X			NOTE: There is not a pre- or post-tax determination in the calculation of deductions and timing/proration is at the discretion of the Client.
C.5.8.2.	Process retroactive benefit deductions on-cycle and include adjustment amount on employee paycheck	X			
C.5.9.	<i>Payment and Direct Deposit Reversals</i>				
C.5.9.1.	Notify ADP of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids		X		
C.5.9.2.	Notify Client of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids; process in accordance with applicable standard operating procedure	X			
C.5.10.	<i>Deceased Employee Payments</i>				
C.5.10.1.	Notify ADP of employee death, provide estate contact information, designate payee for payments due, and provide information to allow ADP to calculate final pay		X		NOTE: This includes, but is not limited to, researching the applicable regulations and providing ADP the necessary data elements to proceed with calculation of wages
C.5.10.2.	Calculate wages to be reported on the deceased employee W-2 and any additional payments due to deceased and process such payments as may be requested by Client	X			
C.5.10.3.	Calculate payments due to the deceased to be reported on a Form 1099 and process such payments		X		
C.5.11.	<i>Overpayments</i>				
C.5.11.1.	Notify ADP of error in data provided to ADP		X		
C.5.11.2.	Calculate overpayment amount; notify Client retained team of overpayment; send Client-approved notification to employee to communicate repayment options, including Client contact information for follow-up and resolution of overpayment	X			
C.5.11.3.	Work with employees to resolve overpayments, including working with collection agency when applicable		X		
C.6.	<i>Banking Transactions</i>				
C.6.1.	Facilitate and monitor banking transactions associated with payment processing activities	X			
C.6.2.	Transmit check amounts and transmit direct deposit credits and debits (impounds)	X			
C.6.3.	Process direct deposit credits and impounds; send items belonging to other banks directly to ACH; update issue files to Teller Line and Positive Pay system			X	NOTE: Partner banks are responsible for this task



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.6.4.	Transmit credit and debit amounts to Client employee banks; provide Client with funding amounts and timeframe requirements	X			
C.6.5.	Fund account as required under Appendix 1 - Pricing and Financial Terms		X		
C.6.6.	Initiate reverse wire for funding following each payroll processing cycle; pay Client employees	X			
C.6.7.	Uncashed Check Management				
C.6.7.1.	Every 30 days generate an Uncashed Items Report with a rolling list of employees from 90 - 180 days, post to SmartCompliance	X			
C.6.7.2.	Retrieve the Uncashed Items Report via SmartCompliance and review		X		
C.6.7.3.	If applicable, issue stop payment(s), and reissue check(s)	X	X		
C.6.7.4.	Credit item(s) over 180 days old back to Client	X			
C.6.7.5.	After receiving a credit from ADP operations for the uncashed checks, follow the escheatment guidelines set forth by company and state policy		X		
C.6.7.6.	Respond to employee questions related to uncashed item(s)		X		
C.6.8.	Paycards				
C.6.8.1.	Provide Client initial delivery of card stock to load on-cycle and/or manual payments; facilitate loading of net pay on such cards	X			NOTE: If Client chooses to implement and use paycards, additional fees will apply as defined in Appendix 1 - Pricing and Financial Terms
C.7.	Print and Online Statements Services				
C.7.1.	Print, sort, and distribute paychecks and advices, including data fields as specified by Client	X			
C.7.2.	Online Pay Statements and W-2 Forms				
C.7.2.1.	Produce online pay statements and W-2 Forms including data fields as specified by Client; post pay statements and W-2 Forms	X			NOTE: ADP Application Program will contain current pay statements and W-2 forms, and also historical pay statements and W-2 forms produced by ADP post Go-live for up to three (3) years in arrears
C.8.	General Ledger Reporting				
C.8.1.	Host and provide Client access to ADP GL for reporting purposes	X			
C.8.2.	Push payroll data (i.e., earnings and deductions) to ADP GL for all processing cycles (scheduled and unscheduled) as outlined on payroll production schedule	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.8.3.	Produce journal entry file, maintain chart of accounts along with associated mapping activities, and coordinate transmission of ADP GL extract to Client financial accounting system		X		
C.9.	ADP Employment Tax Services				
C.9.1.	File tax deposits and reports in mutually agreed jurisdictions for payrolls processed by ADP, based on data provided by Client	X			
C.9.2.	Tax Depositing, Filing, and Compliance Services				
C.9.2.1.	Execute a Reporting Agent Authorization (Power of Attorney (POA)) form authorizing ADP to perform ADP Employment Tax Services within federal, state, and/or local jurisdictions		X		
C.9.2.2.	Calculate Client employee and employer payroll tax liabilities (including federal, state, local, Social Security, Medicare, FUTA, and SUI payroll taxes for mutually agreed jurisdictions and make deposits to applicable agencies, and in accordance with the Electronic Federal Tax Payment System, as applicable	X			
C.9.2.3.	Prepare/submit all returns and reconciliation reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	X			
C.9.3.	Agency Filing				
C.9.3.1.	Provide Client access to employer identification number application forms and instructions, and research deposit and filing requirements, as requested by Client	X			
C.9.3.2.	Provide Client access to ADP Employment Tax Services (SmartCompliance) website in order to view notices, status, and volume metrics	X			
C.9.3.3.	Notify Client of new jurisdiction set-ups that may be required due to jurisdiction not already set up in system	X			
C.9.3.4.	Notify ADP of any additional new jurisdiction set-ups		X		
C.9.3.5.	Update tax processing system with employer-level changes submitted by Client	X			
C.9.3.6.	Complete new tax jurisdiction registration application, as needed; submit completed application to applicable agency; follow-up with agency based on expected turnaround time; notify Client when registration process is complete, including providing account number	X			NOTE: ADP will engage Client as necessary for required input and/or signatures
C.9.3.7.	Generate and submit Client corporate payroll tax filings to applicable agency(ies) as mutually agreed	X			
C.9.4.	Agency Notice Management				
C.9.4.1.	Acknowledge receipt of agency notices via notice to Client; log, image, and research notices; respond to government tax inquiries regarding deposits and filings for which ADP was responsible; provide Client access (via SmartCompliance) to ADP's response to agency upon completion of research; provide reasonable assistance to Client in the event of an agency audit	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.9.5.	Tax Compliance				
C.9.5.1.	Maintain withholding rules, define employee eligibility, process W-4s, edit and verify federal and state tax elections, and update payroll system with federal and state tax changes submitted via ADP Application Program or paper forms	X			
C.9.5.2.	Interact with federal/state/local tax agencies regarding tax deposits and filings completed by ADP, as required	X			
C.10.	Quarter-end Processing				
C.10.1.	Manage quarter-end payroll processing, as follows: <ul style="list-style-type: none"> • Update and maintain payroll and holiday processing schedules • Create quarter-end checklist and schedule • Generate and send file to Client for submission to Social Security Administration to confirm accuracy of social security numbers; work with Client to make any necessary corrections based on feedback from Social Security Administration • Provide to Client information necessary for Multiple Worksite Reporting (MWR) • Balance and reconcile wage and tax data, including W-2 and Federal 941 reconciliations • Process quarter-end payroll data and provide data to Client • Capture all changes, voids, and adjustments for the quarter 	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of a quarter, Client is responsible for quarterly filings in the quarter of commencement of ADP production services
C.10.2.	Support quarter-end payroll processing, including activities as follows: <ul style="list-style-type: none"> • Provide payroll and holiday processing schedule updates to ADP • Review and approve quarter-end checklist and schedule • Submit file provided by ADP to Social Security Administration to confirm accuracy of social security numbers; work with ADP to make any necessary corrections based on feedback from Social Security Administration • Complete MWR as required by Bureau of Labor Statistics • Balance and reconcile state and local 941 reporting • Provide quarter-end processing data to ADP • Review quarter-end output from ADP 		X		
C.11.	Year-end Processing				
C.11.1.	Manage year-end payroll process as defined in this section	X			NOTE: Year-end planning will be coordinated as one project with a Client core "year-end planning team" designated to work with ADP



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.11.2.	Year-end Payroll				
C.11.2.1.	Manage year-end payroll processing as follows: <ul style="list-style-type: none"> • Create, update, and maintain payroll and holiday processing calendar • Create year-end checklist and schedule • Balance and reconcile wage and tax data • Process year-end payroll data and provide data to Client or Client third party, as applicable • Distribute W-2 Forms to Client employees • Distribute W-2 data to the Social Security Administration • Capture all manual changes, voids, and adjustments through the final quarter of the payroll year 	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of the year, Client is responsible for providing and certifying year-to-date filing information for the starting year in order for ADP to provide year-end services
C.11.2.2.	Support year-end payroll processing, including activities such as: <ul style="list-style-type: none"> • Provide payroll and holiday processing calendar updates to ADP • Review and approve year-end checklist and schedule • Provide year-end processing data to ADP • Review and approve year-end output from ADP 		X		
C.11.3.	Annual Tax Withholding W-4 Form Exemptions				
C.11.3.1.	Audit and provide annual report of Client employees in exempt status for state and local jurisdictions that require annual updating	X			
C.11.3.2.	Generate and send form letter and blank W-4 Form to Client employees identified in previous Section, requesting a new W-4 Form by February 15	X			
C.11.3.3.	Update employee record to "single" and "zero" if new W-4 Form is not received by February 15 as indicated to employee in form letter referenced in previous line	X			
C.11.4.	Year-end Form Production and Distribution				
C.11.4.1.	Process W-2s, 1099Ms, and 1099Rs for those paid via ADP systems, and distribute Client-approved forms per pre-established method(s) of distribution	X			NOTE: Distribution methods could include via USPS to employee home addresses or shipment of all W-2 Forms to Client
C.11.5.	W-2 Form Corrections				
C.11.5.1.	Determine need for W-2c Form requested by Client or Client employee, or identified by ADP; notify Client and/or Client employee of determination	X			
C.11.5.2.	Print and send W-2c Forms based on Client instruction (e.g., via USPS, FedEx, etc.)	X			
C.11.5.3.	Complete W-3C and 941X filings to reflect W-2c and corrected 941 activity; create file containing data elements required to produce needed W-2c Forms, and send completed file to Social Security Administration	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.11.5.4.	Respond to inquiries regarding W-2 and W-2c Forms	X			
C.12.	ADP Unemployment Claims Services				
C.12.1.	Manage and/or support unemployment compensation activities as described in this section	X			
C.12.2.	State Unemployment Insurance Documents				
C.12.2.1.	Forward unemployment insurance documents (e.g., claims, charges, tax rates) or other information received at Client location from state agencies to ADP in timely manner		X		NOTE: Client must execute limited power of attorney for all states ADP will become addressee of record
C.12.2.2.	Receive unemployment claims via State Information Data Exchange System (SIDES) in all states where available/applicable	X			
C.12.3.	Personnel Consultation and Training				
C.12.3.1.	Provide pre-separation counseling and respond to unemployment compensation questions; upon Client request, discuss probability of disqualification for unemployment compensation in the event of a separation; offer standard education to Client-designated team members; provide periodic newsletters	X			NOTE: Training sessions held annually at several ADP locations, or ongoing training available via webinar at no additional charge
C.12.4.	Claims Administration and Appeals				
C.12.4.1.	Provide access to automated claims processing system to enable Client to manage and view status of unemployment claims	X			
C.12.4.2.	Complete and file unemployment claims, appeals, protests (as directed by Client), and related correspondence with state unemployment insurance agencies; notify Client when claims are filed or in the event additional information is required	X			
C.12.4.3.	Discuss with ADP and provide final direction on whether or not to protest claims		X		
C.12.4.4.	Investigate and analyze unwarranted claims; respond to state inquiries for separation information; provide claim response with facts to support disqualification; appeal adverse claim determinations as appropriate, generating either decision reversal or administrative hearing; support Client on claimant appeals and unfavorable decisions	X			
C.12.5.	Hearing Consultation and Representation				
C.12.5.1.	Notify Client of scheduled hearings; prepare Client witness(es) for testimony at hearing; provide consultant for in-person hearings and, for states that require employers to be represented by an attorney at hearings, provide optional third-party attorney representation for the hearing; review unfavorable hearing decisions and prepare remands or appeals to the Board of Review, as appropriate	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.12.5.2.	Prepare Client witness(es) prior to unemployment insurance hearings; at hearings in non-attorney states, question Client witness(es), present associated documents, cross examine claimant and claimant witnesses, make necessary objections, and present closing argument	X			
C.12.6.	Benefit Charge Audits				
C.12.6.1.	Audit charge statements received to ensure accuracy and protest any charges found to be in error by maintaining all unemployment insurance claim files beginning as of services effective date; retaining monetary entitlements and disposition records associated with individual claims, ensuring sufficient information is available to scrutinize all charges received; processing charges through exception filter to review charge compared to claims and decisions on file; and protesting and monitoring erroneous charges detected through review until appropriate credit received	X			
C.12.7.	Benefit Wage Audits				
C.12.7.1.	Respond to most state Benefit and Wage Audit forms that State Unemployment Insurance (SUI) agencies send Client to assist agencies with detecting UI benefits paid in error or due to fraud	X			
C.12.8.	State Unemployment Insurance Tax Rate Audit				
C.12.8.1.	Audit SUI tax rates by performing an annual review of rating calculations for all SUI tax rates assigned to Client and protest any discrepancies	X			
C.12.8.2.	Evaluate voluntary SUI contribution options in each state where such option is available; determine profitability of contributing minimum amount required in exchange for reduced rate in each state where such option is available	X			
C.12.9.	Management Reporting				
C.12.9.1.	Provide access to online management reports to assist Client in analyzing sources of unemployment activity and establish accountability by division and/or department for resulting costs of unemployment	X			
ADP Time & Attendance Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.	ADP Time & Attendance Services				
D.1.1.	Host and maintain ADP Time & Attendance Application Program, calculate and process time and labor data entry	X			
D.1.2.	Define business rules related to time & attendance setup and report distribution process within Client organization; enforce business rule compliance; update ADP timely regarding organizational changes with potential impact to ADP Time & Attendance Services		X		



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.1.3.	Labor Data Transaction Collection/Approval				
D.1.3.1.	Provide ongoing remote support of time clocks at Client locations, as applicable; process employee time entry in accordance with scheduled Client payrolls	X			
D.1.3.2.	Enter time and labor data into ADP Time & Attendance; validate data accuracy, sign off and approve time files; review any error notification(s) and adjust entries, as needed; review and approve employee time cards; notify employees of any discrepancies; follow Client internal process to document any edits made		X		
D.1.4.	Table Maintenance				
D.1.4.1.	Perform employee level and holiday table maintenance		X		
D.1.4.2.	Assist Client with inquiries related to employee level and holiday table maintenance	X			
D.1.5.	Rules Engine Maintenance				
D.1.5.1.	Notify ADP of changes to Client-defined work rules		X		
D.1.5.2.	Update application based on changes to Client-defined work rules, including rounding criteria, as well as paid break, shift differential, and pay cycle requirements	X			NOTE: Updates for changes to Client-defined work rules are subject to Change Control
D.1.6.	User Interface Maintenance				
D.1.6.1.	Inform ADP of any Client changes to organizational hierarchy at division, department, crew, or employee level that may impact data fields, edit modes, override options, and/or individual employee information		X		
D.1.6.2.	Maintain ADP Time & Attendance settings based on Client direction, and provide multiple views of employee time entry showing: <ul style="list-style-type: none"> • Web time entry/time maintenance • Accrual balances • Time card recap • Time card approval • Attendance exceptions • Schedule override by employee 	X			
D.1.7.	Check Punch Detail				
D.1.7.1.	Provide time detail to payroll for display on Client employee pay stubs	X			
D.1.8.	Hardware Maintenance				
D.1.8.1.	Provide Hardware Maintenance, including remote technical support	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.1.8.2.	Contact ADP to report inoperative hardware; provide ADP connectivity to access hardware (if needed); ensure hardware is prepared for maintenance by removing all features, parts, options, alterations, and attachments not covered under the Agreement; removing and controlling files prior to maintenance and replacing or reloading such files upon completion of maintenance; and informing ADP of changes in related hardware and software and configuration of such hardware and software		X		NOTE: Hardware maintenance unavailable for hardware located outside the U.S., Canada, and Puerto Rico
D.1.8.3.	Assess request; determine and communicate to Client whether issue is result of defective material or not; repair or replace any parts found to be defective and covered by hardware maintenance	X			
D.2.	ADP Time & Attendance Services Administration				
D.2.1.	Administer ADP Time & Attendance as defined in this section	X			
D.2.2.	Employee Inquiries				
D.2.2.1.	Respond to Client employees inquiries regarding basic system navigation	X			
D.2.3.	Client Retained Team Support				
D.2.3.1.	Respond to Client retained team requests for timekeeping data based on data provided by Client and processed through ADP Time & Attendance	X			
D.2.4.	Historical Time Edits				
D.2.4.1.	Notify ADP of any historical time data edits required related to hours and pay code adjustments		X		NOTE: Only authorized Client personnel may contact ADP for assistance with historical edits
D.2.4.2.	Update ADP Time & Attendance with historical edits related to hours and pay code adjustments as requested by Client	X			



ADP Workforce Manager Service	
ADP Workforce Manager System Description	<p>Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service.</p> <p>Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include:</p> <ul style="list-style-type: none"> • Ability to manage time and attendance: <ul style="list-style-type: none"> ○ collect times (clock in/clock out times or timesheet) <ul style="list-style-type: none"> ▪ Hourly timekeeping – enables employees to record start and stop times for work using various methods with data collection devices or the web interface ▪ Salaried timekeeping- is used for employees who enter duration of time per day, often against a set of projects or paycodes ○ calculate total hours based on times collected, ○ calculate premiums (night hours, working holidays, overtimes, etc.) ○ generate exceptions and alerts ○ create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers) ○ provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow ○ provide managers with ability to delegate authority ○ perform historical corrections on previous periods • Schedule management: <ul style="list-style-type: none"> ○ create and maintain shift templates and shift patterns that can be assigned to employee ○ enter and track absence in the team schedule • Reporting: extract data and build reports on both absence and time data <p>Audit: Ability to maintain audit trail to keep track of edits</p>
ADP Workforce Manager Timekeeping Options	<p>Workforce Manager is offered in two variations which can be “mixed & matched”</p> <ul style="list-style-type: none"> • Hourly timekeeping which totals all punches and durations primarily designed for hourly employees • Salaried timekeeping which totals durations primarily designed for salaried employees

ADP Workforce Manager Service		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
E.	ADP Workforce Manager Service				
E.1.1.	General Maintenance				
E.1.1.1.	Perform employee level and holiday table maintenance		X		
E.1.1.2.	Assist Authorized Contacts with inquiries related to employee level and holiday table maintenance	X			Maintenance requiring more than 2 hours of effort is subject to Change Control
E.1.1.3.	Keep payroll sign off up to date		X		
E.1.2.	Rules Maintenance				
E.1.2.1.	Notify ADP of changes to Client-defined pay rules		X		



ADP Workforce Manager Service		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
E.1.2.2.	Update application based on changes to Client-defined pay rules	X			Updates requiring more than 2 hours of effort are subject to Change Control
E.1.3.	Organizational Maintenance				
E.1.3.1.	Notify ADP of any Client changes to organizational hierarchy that may impact configuration		X		
E.1.3.2.	Update application based on changes to Client-defined organizational hierarchy	X			Updates requiring more than 2 hours of effort are subject to Change Control
E.1.4.	Authorized Contact Support				
E.1.4.1.	Track and resolve online and phone inquiries from Authorized Contacts	X			
E.1.4.2.	Provide toll free number, CRM, Service Connect application access	X			
E.1.4.3.	Designate in writing up to 5 Authorized Contacts and provide contact details		X		
E.1.4.4.	Provide support for Authorized Contacts	X			
E.1.5.	Interface Administration				
E.1.5.1.	Review and validate control totals and make any necessary corrections in the applicable ADP Application Program(s); manage relationship with Client third party vendors		X		
E.1.5.2.	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed interface specifications		X		
E.1.5.3.	Manage import and export of data into and out of ADP Application Programs		X		
E.1.5.4.	Provide support to assist Client in addressing import and/or export corrections	X			
E.1.5.5.	Review, approve, and initiate transmission of time, attendance and labor data to payroll system		X		
E.1.5.6.	Provide support to assist Client in addressing import and/or export corrections	X			



ADP Workforce Manager Service - Additional Modules and Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
The following additional modules and Services are available for purchase in approved countries. Such additional modules and/or Services are in scope if explicitly set forth in the Pricing and Financial Terms Appendix.					
F.	ADP Workforce Manager Service - Additional Modules and Services				
F.1.1.	Accruals + Leave + Attendance				
F.1.1.1.	Include Accruals and Leave features PLUS provide the ability to monitor and enforce any punitive and/or reward policies related to attendance failures and/or accomplishments. For example, late in, early out, or absent for the day. Note: Hours Based Leave support only	X	X		
F.1.2.	Analytics				
F.1.2.1.	Labor Reporting & Metrics that provide you with data when and where you need it to make better labor decisions	X	X		
F.1.3.	Hardware				
F.1.3.1.	Arrange shipment of time clocks to Client	X			
F.1.3.2.	Ensure delivery of time clocks by managing country specific customs clearance procedures		X		
F.1.3.3.	Provide ongoing remote software support of time clocks at Client locations	X			Client involvement may be required.
F.1.4.	Hardware - Maintenance				
F.1.4.1.	Contact ADP to report inoperative time clocks; provide ADP connectivity to access time clocks (if needed); ensure time clocks are prepared for maintenance		X		Maintenance is included in all Time clock Subscriptions. Maintenance for Purchased Time clocks is subject to an annual fee as set forth in the Pricing and Financial Terms Appendix
F.1.4.2.	Assess request, repair or replace any parts found to be defective and covered by time clock maintenance	X			
F.1.4.3.	Return defective time clocks to ADP		X		



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.	ADP Benefits Administration Services				
G.1.1.	Define Client benefits strategy and policies; act as Plan Administrator; own all plan design and fiduciary responsibility; manage Client vendors		X		
G.1.2.	Process Client benefits in accordance with Client business rules as mutually agreed during implementation, as follows: <ul style="list-style-type: none"> • Determine eligibility for US-based active employees and employees on leave for benefits plans based on Client eligibility rules • Manage the annual benefits enrollment and annual benefits roll-over processes • Enable Client employees to manage benefits enrollment and changes • Calculate payroll deductions • Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment 	X			
G.1.3.	Provide ongoing support to Client employees as follows: <ul style="list-style-type: none"> • Respond to enrollment and eligibility inquiries • Provide navigation and password assistance • Complete enrollment transaction on behalf of employee • Authenticate and verify enrollment 	X			
G.1.4.	Provide ongoing support to Client-designated contacts as follows: <ul style="list-style-type: none"> • Research and respond to benefits inquiries • Verify content and timing of carrier, HR, and payroll data transmissions • Respond to eligibility inquiries 	X			
G.1.5.	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	X			
G.1.6.	Provide Client access to data management tools to enable reporting and analysis	X			
G.1.7.	Respond to inquiries from ADP regarding benefits strategy and policy		X		
G.1.8.	Coordinate with Client carriers to maintain plan design, including eligible zip codes for each H&W plan option		X		
G.1.9.	Employee Benefits Self Service Functionality				
G.1.9.1.	Enable Client employees to: <ul style="list-style-type: none"> • Elect benefits based on eligibility • View current and historical elections • Access and utilize decision support tools 	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.9.2.	Provide and update consumer-driven healthcare decision support tools, as follows: <ul style="list-style-type: none"> Medical cost calculator to enable employees to compare out-of-pocket expenses associated with each medical plan for which they are eligible Plan comparison tool to enable employees to select plan attributes and build side-by-side comparison of those attributes across available plan options 	X			
G.1.9.3.	Utilize ADP standard functionality to update consumer-driven healthcare decision support tools to reflect Client plan design changes		X		
G.1.10.	Client Practitioner Benefits Self Service Functionality				
G.1.10.1.	Enable Client practitioners to administer employee benefits as defined in this matrix; specific functionality includes ability to: <ul style="list-style-type: none"> Enroll on behalf of employee Perform administrative correction events View current and historical data Approve pending elections (EOI) Deny pending elections View and download management reports Access ad hoc reporting tool 	X			
G.1.10.2.	Provide an audit trail documenting benefits transactions made by employees and/or Client practitioners	X			
G.1.11.	Enrollment Notifications				
G.1.11.1.	Send standard email Notification of Opportunity to Enroll to newly eligible Client employees and Client employees eligible for new plans; make printable Eligibility Summary available online	X			
G.1.12.	Enrollment Acknowledgements				
G.1.12.1.	Send standard email Acknowledgement of Enrollment/Default Assignment to employees who make a change to their coverage, are defaulted to coverage, or experience a change in coverage due to a change in eligibility, including link to printable Election Confirmation	X			
G.1.13.	Employment Status Changes and Family Status Changes				
G.1.13.1.	Process election changes due to changes in employment status (e.g., part-time to full-time, transfer, move out of current plan service area) or family status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules	X			
G.1.13.2.	Notify employee if current plan election becomes unavailable due to employee change	X			
G.1.13.3.	Send confirmation of employee-elected benefits as result of employment or family status change, or assign Client-designated default coverage in the event employee fails to enroll	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.13.4.	Send COBRA initial rights information to Client COBRA vendor in standard ADP format for newly elected employees and spouses	X			
G.1.13.5.	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
G.1.13.6.	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
G.1.14.	Dependent Age-out Process				
G.1.14.1.	Review ad hoc report to determine dependents who will age-out; notify Client employee that coverage will terminate for the dependent		X		
G.1.14.2.	Terminate coverage for ineligible dependents in ADP system		X		
G.1.14.3.	Dependents who reach the maximum age for eligibility will automatically be removed from coverage in accordance with the eligibility rules established by client	X			
G.1.14.4.	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
G.1.14.5.	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
G.1.15.	Domestic Partner Coverage				
G.1.15.1.	Process benefits elections for domestic partners of Client employees, as well as the children of such individuals in accordance with Client eligibility rules and imputed income calculation rules	X			
G.1.16.	Pending Elections and Confirmation of Dependent Enrollment				
G.1.16.1.	Pend and/or verify eligibility of dependents in accordance with Client business rules, as desired		X		NOTE: ADP will provide reports to support pending elections if pending feature is utilized by Client
G.1.17.	Evidence of Insurability Processing				
G.1.17.1.	Pend life insurance elections in accordance with Client and/or Client carrier evidence of insurability (EOI) requirements; make EOI form(s) available via ADP Application Program	X			
G.1.17.2.	Provide and/or confirm accuracy of information required to complete EOI form (e.g., Client employee annual salary) before employee submits completed form to carrier		X		
G.1.17.3.	Approve or deny coverage and update ADP Application Program accordingly; respond to inquiries related to EOI		X		
G.1.17.4.	Adjust benefits records, update benefit payroll deductions, and generate and distribute an email Acknowledgement of Enrollment based on ADP Application Program update completed by Client	X			NOTE: In the event Client employee fails to submit appropriate documentation, the



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
					election will expire as mutually agreed during implementation
G.1.18.	Collection of Beneficiary Designations				
G.1.18.1.	Provide online tool to enable Client employees to designate beneficiaries	X			
G.1.19.	Appeals				
G.1.19.1.	Review and resolve written appeals submitted by employee; notify ADP of decision regarding appeals		X		
G.1.19.2.	Notify employee of decision in writing		X		
G.1.19.3.	Update systems to reflect Client decision	X			
G.1.20.	Haste Enrollments				
G.1.20.1.	Work directly with Client carriers, and Client as needed, to enroll Client employees and/or dependents who are eligible for and need immediate access to health care	X			NOTE: Employee and/or dependent(s) record must be available in ADP Application Program in order for that employee and/or dependent(s) to be haste enrolled
G.1.21.	New Plan Year Updates and Annual Enrollment Set-up				
G.1.21.1.	Communicate potential plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes, as well as accuracy of new plan year rates and zip codes in accordance with timeframes designated in this Service Definition		X		NOTE: All annual enrollment periods are assumed passive; active annual enrollment may be subject to additional fees
G.1.21.2.	Prepare Change Control Item for plan design changes (e.g., number of eligibility groups, benefits eligibility rules for each eligibility group, or EOI requirements)	X			NOTE: This Section and the following Section apply to Client plan years subsequent to year of initial implementation only
G.1.21.3.	Approve or decline submitted Change Control Items, provided that Client understands no plan design changes will be implemented in the absence of an approved Change Control Item		X		
G.1.21.4.	Coordinate new plan year updates, as follows: <ul style="list-style-type: none"> Update benefits enrollment system to reflect upcoming year rates, payroll calendars, and zip codes for current Client carriers Modify benefits enrollment system to reflect approved Change Control Items for upcoming year plan design changes Test all changes to verify compliance with submitted documentation (i.e., rate and zip code files, and approved Change Control Items) and readiness for Client testing 	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.21.5.	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual enrollment and new plan year updates; manage Client carrier relationships		X		
G.1.22.	<i>New Plan Year Updates and Annual Enrollment Processing</i>				
G.1.22.1.	Send standard email Notification of Opportunity to Enroll to each eligible Client employee	X			
G.1.22.2.	Accept Client employee annual enrollment elections via ADP Application Program during single two (2) week annual enrollment period	X			
G.1.22.3.	Send standard email Acknowledgement of Enrollment/Default Assignment with link to personalized Election Confirmation to each Client employee summarizing elected and/or default benefits coverage for upcoming plan year after close of annual enrollment period	X			
G.1.22.4.	Prepare and transmit new plan year benefits election files with enrolled employee data to Client carriers after close of annual enrollment period	X			
G.1.22.5.	Prepare and transmit new plan year payroll deduction file to payroll (end dates for current plan year not included unless coverage is changed or terminated) after close of annual enrollment period	X			
G.1.22.6.	Coordinate with Client carriers to confirm processing dates and procedures for new plan year preview file; subject to completion of successful testing, transmit new plan year preview files to Client carriers; confirm receipt of each preview file with Client carriers	X			
G.1.23.	<i>Concurrent Year Processing</i>				
G.1.23.1.	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	X			
G.1.24.	<i>Payroll Deduction Processing</i>				
G.1.24.1.	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above \$50,000	X			
G.1.25.	<i>Carrier Enrollment Files</i>				
G.1.25.1.	Send to Client carrier FTP server or post enrollment files to secure ADP FTP server for each Client carrier in accordance with predefined schedule for frequency and posting dates	X			NOTE: Pricing includes up to 8 health care enrollment files provided in HIPAA compliant 834/5010A standard format
G.1.25.2.	Acknowledge receipt of weekly enrollment files, and report any enrollment discrepancies to ADP			X	
G.1.25.3.	Coordinate with carriers to seek to resolve any load report errors; escalate errors resulting from Client data issues to Client for resolution	X			NOTE: Records in error are not processed
G.1.25.4.	Correct data per escalated issues as noted in previous section		X		



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.26.	<i>Premium Payment Disbursement</i>				
G.1.26.1.	Submit funds request to Client for premium amounts due to each Client carrier	X			
G.1.26.2.	Approve ADP funds request, and make funds available to ADP to pay premiums to Client carriers		X		NOTE: Client carriers must agree to self bill; ADP will not pay based on carrier invoices
G.1.26.3.	Report and disburse premiums to Client carriers and coordinate with carriers to seek to resolve any discrepancies related to premiums	X			
G.1.26.4.	Provide monthly reports to Client showing current active enrollment for each Client carrier and any data added/changed/deleted since previous reporting period	X			
G.1.26.5.	Calculate retroactive premiums up to maximum of sixty (60) days from billing month	X			



ADP Health Compliance		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
H.	Overview				
H.1.1.	Support Client compliance-related efforts associated with the Affordable Care Act (ACA) through the services defined in this Section	X			
H.1.2.	Provide payroll, benefits, and other related and mutually agreed upon data, as applicable, to ADP in accordance with mutually agreed format and schedule to support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors		X		
H.2.	Eligibility				
H.2.1.	Communicate to ADP changes in measurement periods, stability periods, administrative periods, employee categories (if applicable), and rules applicable to new hires and rehires		X		
H.2.2.	Provide additional information regarding hours of service (e.g., FMLA, jury duty, USERRA) not included in payroll data		X		
H.2.3.	Import payroll data on mutually agreed schedule	X			
H.2.4.	Calculate average hours of service for Client-defined measurement period(s); indicate ACA benefit status (full-time or part-time) based on Client-provided business rules	X			
H.2.5.	Review standard reports provided by ADP and confirm or modify ACA benefit status; provide approval and/or corrections to ADP within mutually agreed time frame		X		
H.2.6.	Update Client benefits system to reflect employee ACA benefit status as directed by Client	X			
H.3.	Affordability "Safe Harbor" Testing				
H.3.1.	Notify ADP of "safe harbors" to be utilized for testing		X		
H.3.2.	Complete affordability safe harbor testing and provide results to Client based on safe harbors selected by Client	X			
H.4.	Regulatory Management				
H.4.1.	Provide regulatory management services as outlined in this section	X			
H.4.2.	New Hire Notice of Coverage				
H.4.2.1.	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: <ul style="list-style-type: none"> • Existence of marketplaces; • Availability of and potential eligibility for premium tax credit and/or cost sharing reduction; and • Impact to employee if employee elects marketplace plan, including loss of Client contributions 	X			
H.4.3.	Post-enrollment Verification of Information for Marketplaces				
H.4.3.1.	Respond to federal and state marketplace inquiries to verify information related to employee eligibility for financial assistance (e.g., employment, wages, Client business rules related to eligibility)	X			



ADP Health Compliance		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
H.4.4.	<i>Exchange Notice Management</i>				
H.4.4.1.	Forward any determination notices received from federally-facilitated or state marketplaces stating Client may be subject to penalty due to a Client employee enrolling in a marketplace plan and deemed eligible for receiving premium tax credits		X		
H.4.4.2.	Store determination notices received from Client; coordinate communication between the federal and state marketplaces, U.S. Department of Health and Human Services (HHS), and Client; submit appeal on behalf of Client including information to support such appeal that is available to ADP; reconcile final determination	X			NOTE: ADP support does not include representing Client or attending hearings
H.4.5.	<i>Annual Health Coverage Reporting</i>				
H.4.5.1.	Provide data required to complete annual health care coverage report to ADP in mutually agreed format		X		NOTE: If Client's plan is self-insured, required data includes identification and taxpayer identification numbers for all covered persons
H.4.5.2.	Compile data required to complete annual health care coverage reports required under Internal Revenue Code Sections 6055 and 6056 (IRS Forms 1094-C and 1095-C)	X			
H.4.5.3.	Prepare and provide hard copy individual health care coverage reports (IRS Form 1095-C) to Client employees	X			NOTE: Client employees may also view IRS Form 1095-C if iPay is being used by Client for another service
H.4.5.4.	Prepare and file annual health care coverage summary report to Internal Revenue Service (IRS Form 1094-C)	X			
H.4.6.	<i>Penalty Management</i>				
H.4.6.1.	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		X		
H.4.6.2.	Receive and reconcile penalties assessed to Client by IRS for noncompliance with ACA shared responsibility requirements	X			
H.4.6.3.	Appeal penalty assessments as applicable and as directed by Client	X			NOTE: ADP support does not include representing Client or attending hearings
H.4.6.4.	Submit funds request to Client for penalty amounts due to IRS	X			
H.4.6.5.	Approve ADP funds request, and make funds available to ADP to pay IRS penalties		X		
H.4.6.6.	Subject to completion of previous task/activity by Client, report and disburse penalties to IRS	X			
H.5.	<i>Client Support</i>				
H.5.1.	<ul style="list-style-type: none"> Provide ongoing support to one (1) Client-named contact (and back-up contact, as needed), including: Researching and responding to inquiries regarding hours of service by employee and content and timing of payroll data transmissions used to calculate ACA benefit status Overall solution and service support 	X			
H.5.2.	Provide access to standard reports	X			
H.5.3.	Respond to agency inquiries related to exchange notices and penalties as described above	X			



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.	ADP Recruiting Management Services				
I.1.1.	Provide recruiting management tool(s) to support Client recruiting, on-boarding, and lead generation and relationship building activities	X			
I.1.2.	Recruiting Activities				
I.1.3.	Utilize recruiting management tool(s) to create and maintain internal and external career centers and talent communities		X		
I.1.4.	Maintain business relationship with job board and job board aggregator vendor(s); maintain separate contract and relationship with job board aggregator		X		
I.1.5.	<ul style="list-style-type: none"> Perform ongoing processing and functional activities necessary to: Create requisitions Source, screen, interview, and process candidates Prepare offer letters Acknowledge accepted offers to trigger new hire data feed to HRIS system 		X		
I.1.6.	On-boarding Activities				
I.1.6.1.	Provide tool to support Client on-boarding processes and navigation to documents associated with employee on-boarding process; provide employee online tool to Client to manage documents within system	X			
I.1.6.2.	Utilize on-boarding tool to upload and maintain documents and create/maintain content on employee website		X		
I.1.6.3.	Perform ongoing processing and functional activities necessary to manage on-boarding of new hires		X		
I.1.6.4.	Lead Generation and Relationship Building				
I.1.6.5.	Provide candidate relationship management (CRM) technology and data base to enable Client to develop and manage relationships with passive and active candidates, including ability to: <ul style="list-style-type: none"> Search for and store resumes Design and conduct email campaigns Track candidate notes Collect candidate information Calendar appointments Configure user-defined fields Search public profiles 	X			
I.1.6.6.	Utilize CRM technology to perform tasks defined in previous section		X		



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.1.6.7.	Provide integration to external database vendors to enable both individual searches and ability to conduct automated searches on frequency defined by Client; automatically load retrieved resumes into CRM database	X			
I.1.6.8.	Maintain separate business contract(s) and relationship(s) with external resume database vendors		X		
I.1.6.9.	Enable recruiters to view key statistics (e.g., count by status, count by requisition health), and other information (e.g., calendar, notes)	X			
I.1.6.10.	Provide tool to assist Client meeting certain requirements of the Office of Federal Contract Compliance Programs	X			NOTE: Any external resume database searches conducted outside of the ADP environment are not recorded for reporting purposes
I.1.7.	Ongoing Inquiries				
I.1.7.1.	Respond to inquiries from Client employees and managers regarding recruiting management tool(s) related to: <ul style="list-style-type: none"> Log-on process Password resets Basic navigation Certain "how to" processes that are part of the on-boarding experience 	X			NOTES: <ul style="list-style-type: none"> ADP does not provide support to non-employee job applicants Supported "employees" are new employees who have accepted Client job offers, but have not commenced /been activated in the HR system of record For newly hired employees not yet activated in the HR system of record, ADP is unable to provide role-specific and employee-specific answers/ information dependent upon having an employee ID in the HR system. Similarly, ADP is unable to answer any question from a new hire that is otherwise security sensitive and requires validation of the employee ID
I.1.7.2.	Respond to applicant, employee and manager questions related to: <ul style="list-style-type: none"> Hiring process Job responsibilities and position details Qualifications Decision criteria Hiring status Other details specific to a position or process 		X		



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.1.7.3.	Provide up to three (3) Client contacts to escalate inquiries to ADP for assistance, as needed; use online technical support portal and/or 1-800 number to submit and manage support requests		X		
I.1.7.4.	Respond to Client-escalated inquiries for advanced technical, configuration, and super-user assistance from designated contacts regarding recruiting management tool(s)	X			
I.1.8.	Ongoing Maintenance				
I.1.8.1.	Maintain ongoing functionality as follows: <ul style="list-style-type: none"> • Add and/or update user information • Assign user security profiles • Modify workflow, as needed • Create and maintain screening questions • Create and maintain offer letter templates • Manage system table data • Manage career center(s) and talent communities • Maintain uploaded documents used to support on-boarding activities 		X		
I.1.8.2.	Schedule and manage platform upgrades to most current version	X			

Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.	Ongoing Inquiries				
J.1.1.	Respond to Client employee and manager inquiries related to: <ul style="list-style-type: none"> • Basic navigation • Password resets 	X			
J.1.2.	Provide support to Client-named contacts as stated in Appendix 1 for inquiries related to Talent Management Solutions	X			
J.1.3.	Respond to all other Client employee and manager inquiries related to Talent Management Solutions		X		
J.2.	Ongoing Management				
J.2.1.	Create export file for files approved by Client; export and load file to Client system of record		X		
J.2.2.	Run, schedule, and monitor standard reports in accordance with production schedule		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.3.	ADP Learning Management				
J.3.1.	Manage learning within Client organization, including the following: <ul style="list-style-type: none"> • Develop, maintain and procure learning content and communicate new course content within Client organization • Manage instructional design methodology • Maintain course, course content and curriculum, including any prerequisites • Define learning objectives and evaluation criteria • Develop course assessment methodology • Establish policy and guidelines for course cancellations and notifications 		X		
J.3.2.	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> • Manage employee training and development plans including standard development factors • Create and manage development plan templates • Enroll employees in training courses • Track completion of employee training • Provide access to standard Skill Soft courses within learning management system 	X			
J.3.3.	Group Course Enrollment				
J.3.3.1.	Create and manage group enrollment in and/or auto-assignment of courses based on identified list of employees, defined roles/jobs, and or Client business units		X		
J.3.4.	Course Catalog Maintenance				
J.3.4.1.	Maintain online course catalog		X		
J.3.5.	Attendance Management				
J.3.5.1.	Provide Client manager and practitioner access to employee training records; provide access to compliance and attendance reporting	X			
J.3.6.	Instructor Led Training				
J.3.6.1.	Administer instructor led training (ILT) and virtual instructor led training, including scheduling courses, closing courses and tracking completion		X		
J.3.6.2.	Administer internal and Client third party instructors, facilities and associated equipment, and resources needed to deliver Client training		X		
J.3.7.	Mandatory Training				
J.3.7.1.	Utilize system to set up required courses for specified Client groups defined by employees, roles/jobs, and/or business units		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.3.8.	Training Materials				
J.3.8.1.	Develop and design desired training materials and distribute any hard copy materials as desired; attach online training materials to specific courses		X		
J.3.9.	Manager Self Service				
J.3.9.1.	Enable Client managers to run standard reports, assign training to individual employees, and view: <ul style="list-style-type: none"> Employee profiles Employee course completion status Employee course assignment status 	X			
J.3.10.	Employee Self Service				
J.3.10.1.	Enable Client employees to: <ul style="list-style-type: none"> Browse course catalog Enroll in courses View and print course completion history View and print course completion certificates View training assignment status 	X			
J.4.	ADP Compensation Management				
J.4.1.	Provide compensation management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> Coordinate compensation planning process in accordance with Client guidelines Plan for salary changes, long-term incentives, and/or short-term incentive payments and targets in local currencies Manage compensation planning process via analytical tools and reports 	X			
J.4.2.	Compensation Planning Cycles				
J.4.2.1.	Communicate potential plan design changes for upcoming compensation planning cycle, and confirm key dates associated with any plan design changes; confirm plan design changes in accordance with mutually agreed timeframe		X		
J.4.2.2.	Prepare requirements document for plan design changes and associated Change Control if required	X			NOTE: Change Control may be applicable to items such as changes to cycle frequency, changes to plan design to accommodate cycle changes, or addition of new pay elements
J.4.2.3.	Approve submitted requirements document; approve or decline any required Change Controls, provided that Client understands no plan design changes will be implemented in the absence of approved requirements document and required Change Control(s) if applicable		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.4.2.4.	Coordinate updates as provided by Client, as follows: <ul style="list-style-type: none"> • Modify and update compensation system to reflect Client-approved requirements • Test all changes to verify accuracy with submitted documentation and readiness for Client testing 	X			
J.4.2.5.	Participate in Client testing and approve system set-up for new compensation cycle; manage all communication to Client employees and managers related to compensation cycle activities		X		
J.4.3.	Compensation Cycle Administration				
J.4.3.1.	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as: <ul style="list-style-type: none"> • Bottom up budgeting percentage or amount for each eligibility group by pay element • Top down budgeting dollar amount for applicable pay elements • Guideline matrix dimension value, percent, or amount for each eligibility group by pay element • Proration factor values for each eligibility group by pay element • Any changes to summing allocation rule current weights by pay element • Financial results to be used for allocation incentive awards; final global and group based scores for each eligibility group • Any changes to asset allocation needed for long-term incentive awards • Estimated strike price and asset effective date for long-term incentive 		X		
J.4.3.2.	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	X			
J.4.4.	Manager Self Service				
J.4.4.1.	<ul style="list-style-type: none"> • Provide technology to enable Client managers to support annual compensation planning, as follows: • Input annual salary changes • Input short-term incentive • Input long-term incentive • Print and distribute individual compensation statements as desired • Run standard reports 	X			
J.4.5.	Ongoing Administration				
J.4.5.1.	Process compensation data and ensure applicable payroll requirements are reflected via audit process (e.g., budget and guidelines, processing of bonuses in payroll)		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.5.	ADP Performance Management				
J.5.1.	Provide performance management system that enables Client employees to: <ul style="list-style-type: none"> • Complete self-assessments • Capture and maintain talent profiles 	X			
J.5.2.	Provide performance management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Create performance plan templates and individual employee performance plans • Complete performance reviews • Access all employee performance data within reporting hierarchy • Maintain goal library and competencies 	X			
J.5.3.	Define employee goals; conduct assessments; create development plans; communicate performance management process to Client employees, managers, and practitioners; confirm completion of performance management process; review goal library and competencies on regular basis and provide updates to ADP		X		
J.5.4.	Annual Performance Management Cycle				
J.5.4.1.	Communicate plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes in accordance with mutually agreed timeframe		X		
J.5.4.2.	Prepare requirements document for plan design changes and associated Change Control if required	X			
J.5.4.3.	Approve submitted requirements document; approve or decline any required Change Controls, provided that Client understands no plan design changes will be implemented in the absence of an approved requirements document and required Change Control(s)		X		
J.5.4.4.	Coordinate new plan year updates, as follows: <ul style="list-style-type: none"> • Modify and update performance system to reflect approved requirement document • Test all changes to verify compliance with submitted documentation (i.e., performance evaluations, dates of performance plans) and readiness for Client testing 	X			
J.5.4.5.	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual performance evaluations and new plan year updates		X		
J.5.5.	Manager Self Service				
J.5.5.1.	Provide technology to enable Client managers to: <ul style="list-style-type: none"> • Update performance evaluations • Create and manage development plans • Update talent plans 	X			



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.5.6.	<i>Employee Self Service</i>				
J.5.6.1.	Provide technology to enable Client employees to: <ul style="list-style-type: none"> • Update employee talent profiles • Set objectives • Create and edit individual development plans • Create and submit mid-year self-assessments • Create, submit, and accept end-of-year performance self-assessments 	X			
J.5.7.	<i>Ongoing Administration</i>				
J.5.7.1.	Create and assign performance program and plan		X		
J.6.	ADP Succession Management				
J.6.1.	Define and communicate expectations, process, and timing for completing succession plans		X		
J.6.2.	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Identify critical positions and manage succession planning processes • Organize succession planning by position and individual 	X			

The ADP Program Manager manages and coordinates the implementation program with Client Program Manager. All ADP resources responsible for implementation deliverables report to the ADP Program Manager. The Client Program Manager is responsible for assignment and management of Client resources and deliverables. Appropriate resources from Client, as defined in ADP's resource model, will be available to support the implementation throughout the implementation life-cycle. Client project resources will have executive support for the project and will be empowered to make decisions for all Client operating units in a timely manner. Implementation of all services described in this Service Definition will occur as part of a single implementation program in a two stage approach.

Our scope is predicated on a best solution and practice model with the intent to provide services in a shared model with a "one to many" approach. The following assumptions are made with regard to standardization:

- The timeframes, estimates, and scope of work defined are based upon the acceptance of ADP's standard practices, processes (all policies, procedures and configuration requirements) and the implementation of such for all companies/divisions/locations of Client
- Client will utilize the standard processing forms (e.g., direct deposit form, manual check form)
- Standard best practice business processes, as documented by ADP and reviewed in the Business Analysis and Configuration phases of implementation, will form the baseline for future state functionality of the solution
- Outside of moving to ADP best practices, Client will make no changes to pay policies during implementation

As part of implementation of the Services, certain change management services are provided to support Client transition to the ADP outsourced service model, including assisting Client with its retained team definition and internal communication regarding standard business processes and forms. Client is responsible for identifying its change management resource(s) and executive sponsor(s), and retains overall responsibility for organizational transition to the ADP Services, including identifying additional change team members who will support decisions regarding proper positioning and delivery methods, and will utilize such methods to develop and deliver key transition messages.

ADP provides a change consultant and standard change management services as part of its core offering to guide Client retained team, manager, and employee transition to Client future state model. Client will utilize ADP's standard adoption campaign as part of implementation of ADP services. Custom services, including custom change management, custom communications development, and custom training development, are not included as part of core change management services or this program implementation.



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
0.1.0	Overall Program Management				
0.1.0.1	Provide overall program management for all services implemented by ADP; provide overall program accountability and a single point of contact to Client throughout program implementation	X			
0.1.0.2	Manage implementation program in accordance with ADP standard approach to implement the necessary components to deliver the systems and services and systems defined in this Service Definition	X			
0.1.0.3	Assign Client Program Manager to coordinate Client resources required for program implementation; complete tasks in accordance with mutually agreed project plan, including but not limited to, testing tasks; assume responsibility for Client-based implementation activities; coordinate with ADP Program Manager		X		
0.1.0.4	Complete and return deliverables and all required approvals according to the agreed upon due dates in the Implementation Program Plan and in accordance with mutually agreed Client Approval process, including Designated Approvers		X		
0.1.0.5	Conduct quality gates at end of each program phase	X			
0.1.0.6	Participate in quality gate meetings		X	X	NOTE: Third parties to participate as needed
0.1.0.7	Manage all vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Implementation Program Plan		X		
0.1.1	Steering Committee				
0.1.1.1	Identify joint ADP/Client Steering Committee participants with authority to resolve escalated issues; provide required resources; and define vision for, engage in, stay informed of, and support change management activities	X	X		
0.1.1.2	Facilitate Client Steering Committee meetings biweekly or other mutually agreed frequency	X			
0.1.1.3	Participate in Client Steering Committee meetings		X		
0.1.2	Program Team				
0.1.2.1	Provide Program Team that includes resources with product/functional knowledge to: <ul style="list-style-type: none"> Complete ADP deliverables and milestones identified in Implementation Program Plan Make timely decisions Ensure effective communication Respond to and/or resolve issues quickly Complete tasks timely Provide Client Program Team staffing model (requirements) 	X			NOTE: ADP resources will travel as needed to facilitate the implementation of Client solution, and travel will be billed as outlined in the Pricing and Financial Terms
0.1.2.2	Provide centrally-located Program Team that includes resources with functional knowledge to:		X		NOTE: Client to identify and add subject matter experts to core Program Team as



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
	<ul style="list-style-type: none"> Complete Client deliverables and milestones identified in Implementation Program Plan Make timely decisions Ensure effective communication Respond to and/or resolve issues quickly Complete tasks timely across all locations 				needed to facilitate redesign and/or standardization of Client business processes
0.1.2.3	Provide on-site Client workspace for ADP Program Team prior to commencement of implementation		X		NOTE: Workspace must accommodate up to four (4) ADP associates during Business Analysis phase and is preferably a single conference room or office, including telephone with long-distance capability, local printer, and internet access to allow remote access to ADP intranet
0.1.3	Program Plan				
0.1.3.1	Provide and maintain Implementation Program Plan, including dependencies and concurrencies, in accordance with program scope; update program plan weekly; manage program plan including identification of both ADP and Client deliverables and milestones	X			
0.1.3.2	Approve Implementation Program Plan; complete Client deliverables and milestones in accordance with Implementation Program Plan		X		
0.1.4	Team Communications				
0.1.4.1	Conduct initial meeting and weekly program status meetings with Client Program Team; prepare weekly program status reports including summary of progress relative to Program Plan, issue status, and program risks	X			
0.1.4.2	Participate in initial meeting and weekly program status meetings		X		
0.1.5	Issue Management				
0.1.5.1	Raise issues in a timely manner		X		NOTE: For details regarding escalation process during Implementation, refer to Communication Workbook
0.1.5.2	Maintain Issues Log to record, track, and close issues including: <ul style="list-style-type: none"> Date reported Individual responsible for issue resolution Criticality to program plan (e.g., impacts critical path, minor impact) Date resolution required to avoid impact on Program Plan 	X			



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
0.1.5.3	Work with ADP to resolve issues identified as Client owned according to schedule in Issues Log		X		NOTE: Client management must be available to assist in timely issue resolution, as needed
0.1.6	Risk Management				
0.1.6.1	Assess and manage risk areas; create mitigation strategy for any identified risks; report status to Client Program Team via weekly status meetings and/or Client Steering Committee meetings	X			
0.1.6.2	Maintain Risks Log to record, track, and close issues	X			
0.1.6.3	Work with ADP to develop mitigation strategies to address identified risks		X		NOTE: Client management must be available to assist in developing and approving risk mitigation strategies, as needed
0.1.7	Scope Management				
0.1.7.1	Manage program scope in accordance with this Service Definition; coordinate any changes to program scope with Client in accordance with the Change Control Policy	X			
0.1.7.2	Respond to Change Control requests prior to commencement of work and in accordance with the Change Control Policy		X		NOTE: Client management must be available to make timely decisions regarding Change Control requests, as needed
0.1.8	Technical Requirements & Support				
0.1.8.1	Ensure hardware specifications, operating system, and configuration requirements are met for all ADP applications		X		
0.1.8.2	Provide IT resources to ensure technical environment is in place, and required programming and data conversion responsibilities are met		X		NOTE: ADP does not provide any supplemental technical support related to these responsibilities
0.1.9	Client Change Management Communication Plan				
0.1.9.1	Assist Client in creating/building change management communication plan	X			
0.1.9.2	Execute change management communication plan		X		

ADP's program implementation process consists of eight (8) phases conducted over two stages, as follows:

- Stage A: Initial Migration to COS Managed Services (9 weeks):
 - Phase 1 – Program Start-up
 - Phase 2 – Business Analysis (mandatory system changes and SOP implementation)



- Phase 3 – Configuration (mandatory system changes)
- Phase 4 – Validation (model office testing and parallel testing)
- Phase 5 – Migration to COS Managed Service
- Stage B: Final Migration to COS Service Delivery and Systemic Standardization (14 weeks):
 - Phase 6 – System Analysis and Commence Implementation of other ADP Services (if applicable)
 - Phase 7 – Additional Configuration
 - Phase 8 – Final Migration and Program Close-Out

Each phase is described in further detail below, including the objectives, work activities, deliverables, and quality gates for each phase.



Stage A: Phase 1 – Program Start-up

Program Start-up includes ADP and Client preparation to begin the Business Analysis sessions. To begin this phase, Client must approve the Implementation Services section of this Service Definition.

Objectives

- Complete preliminary analysis templates to facilitate Business Analysis phase of implementation
- Assemble and introduce ADP and Client program teams

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 1 – Program Start-up		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
1.1.0	Preliminary Business Analysis				
1.1.0.1	Provide preliminary analysis templates pre-populated with ADP pre-defined standards to Client and support Client in completion of such tools and templates	X			
1.1.0.2	Complete and return preliminary analysis templates; gather data needed for program (e.g., plan descriptions, business rules, events, schedules) and provide such data to ADP		X		NOTE: All pre-analysis homework materials must be completed by Client prior to project kick-off
1.1.0.3	Provide change management overview, including summary of activities and processes	X			
1.1.0.4	Conduct Change Management Interviews to: <ul style="list-style-type: none"> • Understand climate for change within Client organization • Assess potential impact of change on key Client stakeholders, as well as on other Client projects and activities 	X			
1.1.0.5	Communicate roles and responsibilities to be fulfilled by Client to ensure successful transition to ADP shared service outsourcing environment as described in: <ul style="list-style-type: none"> • Project role descriptions • Retained Team role descriptions 	X			
1.1.1	ADP/Client Introduction				
1.1.1.1	Assemble ADP Program Team; conduct executive kick-off meeting to: <ul style="list-style-type: none"> • Introduce teams • Review Preliminary Analysis materials • Review implementation approach • Discuss Client site logistics requirements • Review quality gates 	X			
1.1.1.2	Assemble Client Program Team; participate in ADP/Client introduction conference call		X		



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 1 – Program Start-up		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
1.1.2	Business Analysis Calendar				
1.1.2.1	Complete Business Analysis Calendar identifying dates for Client business analysis sessions, as well as a description of each session, the facilitator for each session, and the required and recommended Client participants for each session	X			
1.1.2.2	Assist in completing Business Analysis Calendar, including scheduling appropriate Client team members and subject matter experts to participate in business analysis sessions		X		
1.1.2.3	Manage to and maintain any changes to Business Analysis Calendar	X			
1.1.3	Client Training				
1.1.3.1	Provide summary of any standard required training Client must complete prior to start of Business Analysis phase	X			
1.1.3.2	Complete required training prior to start of Business Analysis in accordance with implementation Program Plan		X		
1.1.4	Program Staffing				
1.1.4.1	Provide baseline staffing plan to Client	X			
1.1.4.2	Identify and provide resources in accordance with staffing plan prior to Program Kick-off Meeting		X		
1.1.5	Program Kick-off Meeting				
1.1.5.1	Schedule, organize and facilitate Client program kick-off meeting	X			
1.1.5.2	Assist in scheduling and coordinating Client program kick-off meeting		X		

Deliverables

- Client Preliminary Analysis Templates
- Project Role Descriptions
- Retained Team Role Descriptions
- Business Analysis Calendar
- Client Training Course Inventory
- Client Program Staffing Plan
- Client Approval Process, including Designated Approvers

Quality Gates

- Completed Client Preliminary Analysis Templates
- Client and ADP Implementation Team Assigned



Stage A: Phase 2 – Business Analysis

The Business Analysis phase begins with Client program kick-off meeting, continues with multiple discovery sessions to complete the analysis process, and ends when Client approves the future-state standard operating procedures.

Objectives

- Clarify and document Client future state model utilizing ADP’s delivered standard operating procedures (SOPs)
- Conduct Business Analysis sessions to ensure both ADP and Client understand roles and responsibilities in future state model
- Identify and train Client retained team
- Provide standard baseline for, and begin implementation of, change management activities

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 2 – Business Analysis		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
2.1.0	Business Requirements				
2.1.0.1	Facilitate multiple discovery sessions with Client to analyze mandatory system changes and review ADP SOPs	X			
2.1.0.2	Ensure appropriate Client resources participate in discovery sessions		X		
2.1.1	Client Future State Model				
2.1.1.1	Define and conduct review sessions to explain Client future state model, including detailed analysis of ADP standard processes	X			
2.1.1.2	Ensure appropriate resources attend review sessions to define and understand roles and responsibilities in future state model, including use of standard ADP forms for processing and delivered standard operating procedures		X		
2.1.1.3	Document Client-owned future state business processes		X		
2.1.1.4	Define mandatory system changes for Client’s migration to COS managed service model; notify Client of mandatory system changes that will occur	X			
2.1.2	Change Management Communications				
2.1.2.1	Develop change management communications		X		
2.1.2.2	Guide Client in developing change management communications; provide relevant collateral samples to assist Client in developing Client-specific communication and training deliverables	X			
2.1.3	Change Impact Inventory				
2.1.3.1	Develop Change Impact Inventory to: <ul style="list-style-type: none"> • Capture key changes between Client current model and future state model • Identify impacted audiences and appropriate change approach • Incorporate Client-specific details related to the change 	X			



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 2 – Business Analysis		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
	<ul style="list-style-type: none"> Bundle results into groups to facilitate development of communication and training content 				
2.1.3.2	Provide input and feedback in order to complete Change Impact Inventory		X		
2.1.4	Role Assignment Matrix				
2.1.4.1	Develop initial Role Assignment Matrix to: <ul style="list-style-type: none"> Identify Client retained responsibilities Categorize tasks by role, person, and function Size work volume to support balanced work distribution 	X			
2.1.4.2	Provide input and feedback during development of Role Assignment Matrix		X		
2.1.4.3	Finalize Role Assignment Matrix for use within Client organization		X		
2.1.5	Implementation Testing Strategy				
2.1.5.1	Present Testing Strategy document to define and explain testing approach, preparation, and roles and responsibilities	X			
2.1.6	Quality Gate				
2.1.6.1	Conduct Business Analysis & Configuration quality gate	X			NOTE: The quality gate for both Phase 2 (Business Analysis) and Phase 3 (Configuration) are completed the same time as defined in Sections 2.1.6 and 3.1.4
2.1.6.2	Participate in Business Analysis & Configuration quality gate		X		

Deliverables

- Client Program Kick-off Meeting
- Client Future State Standard Operating Procedures (as modified and approved)
- Final Testing Strategy

Quality Gates

- Completed Future State Standard Operating Procedures
- Presented Testing Strategy



Stage A: Phase 3 – Configuration

The Configuration phase runs in parallel with the Business Analysis phase, and ends when unit testing of the mandatory system changes are successfully completed. The goal of this phase is to make any system changes that are necessary to migrate Client’s current systems to the COS service model.

Objectives

- Configure all mandatory system changes required to migrate Client’s current systems to the COS service model
- Understand baseline scope of changes to be made in Stage B of Implementation
- Finalize Change Management Deliverables (Training Plan, Communication Plan, Role Assignment Matrix, and Change Impact Inventory)
- Complete successful unit testing (ADP internal) of all system changes

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 3 – Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
3.1.0	System Configuration				
3.1.0.1	Configure mandatory system modifications as defined and approved during Business Analysis phase	X			
3.1.1	Interface & Report Analysis				
3.1.1.1	Analyze interfaces and reports to identify changes for Stage B of Implementation	X			
3.1.1.2	Participate in interface and report analysis, including coordinating with third party vendors as needed		X		
3.1.1.3	If required for unit testing, provide production representative test data in format required, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
3.1.2	Change Management Planning				
3.1.2.1	Guide Client in developing Change Management Plan, as follows: <ul style="list-style-type: none"> • Finalize Change Impact Inventory • Finalize Role Assignment Matrix • Finalize Communication Plan • Finalize Training Plan 	X			
3.1.2.2	Provide input and feedback to ADP to complete activities described in this Section; validate Change Management Plan details with Client executive sponsor(s); confirm Client executive sponsor(s) support of Change Management Plan, including participation in change management activities as required		X		
3.1.3	Unit Testing				
3.1.3.1	Conduct unit testing (ADP internal) on all mandatory system changes	X			
3.1.4	Quality Gate				
3.1.4.1	Conduct Business Analysis & Configuration quality gate	X			NOTE: The quality gate for both Phase 3 (Configuration) and Phase 2 (Business



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 3 – Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
					Analysis) are completed the same time as defined in Sections 2.1.6 and 3.1.4
3.1.4.2	Participate in Business Analysis & Configuration quality gate		X	X	
3.1.5	Client Testing Preparation				
3.1.5.1	Create Client Test Plan, Test Case Matrix, and Test Schedules defining model office and parallel testing approach and timeline	X			
3.1.5.2	Provide standard test cases to Client, train Client on completing the test cases, and support Client in completion of test cases to be completed prior to Validation phase	X			
3.1.5.3	Update Client standard model office and parallel test cases with test data and expected outcomes and provide to ADP for review		X		
3.1.6	Client Testing Training Preparation				
3.1.6.1	Provide application training as required and noted in Training Plan	X			
3.1.6.2	Provide process training as noted in Training Plan	X			
3.1.6.3	Execute internal knowledge transfer on Client specifics prior to start of Validation phase	X			
3.1.6.4	Complete required application and process training prior to start of Validation in accordance with implementation Program Plan		X		



Deliverables

- Client Mandatory System Configuration
- Change Impact Inventory
- Role Assignment Matrix
- Communication Plan
- Training Plan
- Unit Testing (ADP internal) of Mandatory System Changes
- Model Office and Parallel Test Plan, Test Case Matrix, and Test Schedules
- Test Cases

Quality Gates

- Configured Client System
- Finalized Change Impact Inventory
- Finalized Role Assignment Matrix
- Finalized Communication Plan
- Finalized Training Plan
- Conducted Unit Testing
- Completed Training on Client Future State Standard Operating Procedures
- Finalized Model Office and Parallel Test Plan, Test Case Matrix, and Test Schedules
- Finalized Test Cases



Stage A: Phase 4 – Validation

Validation consists of conducting two test cycles to verify that systems function and future state standard operating procedures are in accordance with the COS service standards. Validation is performed to confirm processes are acceptable to all users in terms of valid processing results. Incidents identified during testing are prioritized and corrected on a timely basis.

Validation is conducted as follows:

- Model Office Testing
- Parallel Acceptance Testing

Objectives

- Verify readiness to support Client solution in accordance with Testing Strategy document
- Continue implementation of Change Management actions

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 4 – Validation		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
4.1.0	Test Management				
4.1.0.1	Conduct testing status meeting; submit and resolve Test Incident Reports (TIRs); maintain Test Plan, Test Schedule, and Test Case Matrix during all phases of testing	X			
4.1.0.2	Participate in testing status meeting; submit and work to resolve Test Incident Reports (TIRs)		X		
4.1.1	Preliminary System Transfer for Testing				
4.1.1.1	Transfer Client's current ADP system and data to COS service environment to facilitate model office and parallel testing	X			
4.1.1.2	Authorize ADP to transfer current ADP system and data to COS service environment		X		
4.1.2	Model Office/Parallel Acceptance Testing				
4.1.2.1	Manage and execute Model Office and Parallel Acceptance Testing; provide testing status updates; manage test incident reporting process	X			
4.1.2.2	Execute cases and validate case results of Model Office and Parallel Acceptance Testing; submit test incidents and assist in test incident resolution process; provide and review test files as needed		X		
4.1.2.3	Participate in interface and report validation, including coordinating with third party vendors as needed		X		
4.1.3	Continued Change Management Plan Implementation				
4.1.3.1	Prepare Draft Transition Plan deliverable; prepare sample Transition Scorecard	X			
4.1.3.2	Prepare and conduct internal pre-transition meeting; prepare and conduct Client pre-transition meeting	X			
4.1.3.3	Test PSC readiness including accuracy of Knowledge Base documentation	X			NOTE: This testing is performed within two (2) weeks prior to Go-live
4.1.3.4	Assist in testing PSC readiness including accuracy of Knowledge Base documentation		X		



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 4 – Validation		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
4.1.4	Client Production Training Preparation				
4.1.4.1	Provide summary of any required training Client must complete prior to start of Production phase	X			
4.1.4.2	Complete required training prior to start of Production phase in accordance with implementation Program Plan		X		
4.1.5	Quality Gate				
4.1.5.1	Conduct Validation quality gate	X			
4.1.5.2	Participate in Validation quality gate		X		

Deliverables

- Model Office / Parallel Acceptance Testing
- Transition Plan

Quality Gates

- Completed Model Office / Parallel Acceptance Testing
- Executed Transition Plan



Stage A: Phase 5 – Migration to COS Managed Services

Migration to COS Managed Services is the final step in Stage A of implementation which consists of a series of tasks to move Client systems and services into a COS production environment. Client begins utilizing future-state configuration and SOPs. During this time, Client is supported by both the ADP implementation and ongoing service teams to ensure high quality results.

Objectives

- Successful processing in production environment
- Continue implementation of Change Management actions

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 5 – Migration to COS Managed Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
5.1.0	Program Launch				
5.1.0.1	Update Client Program Launch Checklist as tasks leading up to program launch are completed	X			
5.1.0.2	Assist ADP in completing tasks on Program Launch Checklist, as needed		X		
5.1.0.3	Launch Client program	X			
5.1.1	Change Management Initial Production Migration Activities				
5.1.1.1	Prepare and conduct internal and Client go-live meetings	X			
5.1.1.2	Conduct weekly Client Transition Scorecard meetings post go-live	X			
5.1.1.3	Conduct Client “Open Mic” meetings post go-live		X		
5.1.2	Migration to COS Managed Services Process				
5.1.2.1	Complete Migration to COS Managed Services Systems Checklist as tasks are completed	X			
5.1.2.2	Assist ADP in completing tasks on Migration to COS Managed Services Systems, as needed		X		
5.1.2.3	Complete Production Readiness Checklist	X			
5.1.2.4	Migrate Client systems to production including final data transfer to the COS service environment	X			
5.1.3	Quality Gate				
5.1.3.1	Conduct Production quality gate	X			
5.1.3.2	Participate in Production quality gate		X		



Deliverables

- Client Program Launch Checklist
- Program Launch
- Migration to Production Checklist
- Production Readiness Checklist
- Client Transition Scorecard

Quality Gates

- Completed Client Program Launch Checklist
- Received Client Approval for Program Launch
- Completed Migration to Production Checklist
- Completed Production Readiness Checklist
- Delivered Client Transition Scorecard
- Received Client Approval for Migration to Production



Stage B: Phase 6 – System Analysis and Commence Implementation of other ADP Services, if applicable

The System Analysis and Commence Implementation of other ADP Services phase begins after Client’s initial go-live in the COS managed services environment. Additional analysis sessions, if required, will be conducted and scheduled for testing and migration to the production COS managed services environment. In parallel, ADP and Client will begin the implementation of any other ADP services.

Objectives

- Conduct analysis sessions to ensure additional system configuration requirements are defined
- Kick-off the implementation of other ADP services and finalize project plan(s)

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 6 – System Analysis and Commence Implementation of other ADP Services, if applicable		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
6.1.0	Additional Business Requirements				
6.1.0.1	Facilitate additional discovery sessions with Client to analyze non-mandatory system changes and other modifications required per this Service Definition	X			
6.1.0.2	Ensure appropriate Client resources participate in additional discovery sessions		X		
6.1.0.3	Define additional configuration requirements that result from discovery sessions	X			
6.1.1	Commence Implementation of Other ADP Services				
6.1.1.1	Commence implementation of other ADP services, if required, by conducting appropriate kick-off meetings, discovery sessions, configuration, conversion, validation, and migration activities based on the project plan for each new ADP service	X			
6.1.1.2	Ensure appropriate Client resources participate in the implementation of other ADP services, if required, including kick-off meetings, discovery sessions, configuration, conversion, validation, and migration activities based on the project plan for each new ADP service		X		
6.1.1.3	Continue implementation of other ADP services through completion based on the project plan for each new ADP service	X	X		
6.1.2	Quality Gate				
6.1.2.1	Conduct System Analysis quality gate	X			
6.1.2.2	Participate in System Analysis quality gate		X		

Deliverables

- Client Future State System Design Documents and/or Interface Specifications
- Scope Definition and Project Plan(s) for Implementation of Additional ADP Services, if required

Quality Gates

- Completed Future State System Modification Design Document



Stage B: Phase 7 – Additional Configuration

The Additional Configuration phase will complete the non-mandatory system modifications, including configuration, unit testing, regression testing, and promotion of the modifications to the production environment. The goal of this phase is to ensure the automation of manual processes (e.g., interface file delivery and loading) and complete other modifications required per this Service Definition (e.g., modification to Client’s existing interfaces as stated in Pricing and Financial Terms).

Objectives

- Configure all non-mandatory system changes to meet COS service environment standards
- Configure any Client specific modifications required per this Service Definition
- Complete successful testing and promote to production

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 7 – Additional Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
7.1.0	Additional System Configuration				
7.1.0.1	Configure system changes required for automation and other Client required modifications per this Service Definition	X			
7.1.1	Interface & Report Modification				
7.1.1.1	If required, participate in interface and report modification, including coordinating with third party vendors as needed		X		
7.1.1.2	Modify any interfaces to the approved specifications developed in previous required for data to Phases for the future-state environment		X	X	
7.1.1.3	If required, provide production representative test data in format required for unit testing, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
7.1.2	Interface & Report Development				
7.1.2.1	Develop interfaces and reports defined during System Analysis phase and in accordance with this Service Definition	X			
7.1.2.2	Participate in interface and report development, including coordinating with third party vendors as needed		X		
7.1.2.3	Develop any interfaces to the specifications agreed upon by Client and ADP for data to be sent to ADP or other Client systems		X		
7.1.2.4	Develop any interfaces to be sent or received by Client vendors or Client vendor systems			X	
7.1.2.5	Provide production representative test data in format required for unit testing, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
7.1.3	Validation				
7.1.3.1	Perform unit and regression testing on system configuration changes, modified interfaces and reports, and , if applicable, newly developed interfaces and reports	X			



Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 7 – Additional Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
7.1.3.2	As needed, participate in unit and regression testing of system configuration changes, modified interfaces and reports, and, if applicable, newly developed interfaces and reports		X	X	
7.1.4	Quality Gate				
7.1.4.1	Conduct Additional Configuration quality gate	X			
7.1.4.2	Participate in Additional Configuration quality gate		X	X	
7.1.5	Promote Configuration to Production				
7.1.5.1	Migrate system changes, modified interfaces and reports, and, if applicable, newly developed interfaces and reports to Client's production COS system	X			

Deliverables

- Client Final System Configuration
- Unit and Regression Testing
- Promotion of Modifications to Production

Quality Gates

- Configured Client System
- Conducted Unit and Regression Testing



Stage B: Phase 8 – Final Migration and Program Close-Out

Final Migration and Program Close-Out is the final phase of implementation which consists of a series of tasks transition Client to COS Service Delivery and, for other new ADP services, move the systems into production. ADP formally transitions Client to COS Service Delivery for ongoing support. For new ADP services, Client phases out current applications and begins utilizing new ADP applications and procedures. The final step in this phase is distribution of an Implementation Lessons Learned Survey to Client and a Lessons Learned Meeting facilitated by the ADP Program Manager and the Client Program Manager.

Objectives

- Transition of Client to COS Service Delivery
- For other new ADP services, successful processing in production environment
- Completion of Lessons Learned Survey and Meeting

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 8 – Final Migration and Program Close-Out		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
8.1.0	Transition to COS Service Delivery				
8.1.0.1	Conduct final Transition to Service meeting and formally transition Client to Service Delivery team	X			
8.1.0.2	Participate in final Transition to Service meeting		X		
8.1.1	Transition Other New ADP Services to Production				
8.1.1.1	Validate that other new ADP services are delivered per this Service Definition	X			
8.1.1.2	Conduct transition to service meeting(s) and transition Client to service team(s)	X			
8.1.1.3	Participate in final transition to service meeting(s)		X		
8.1.2	Implementation Lessons Learned Survey				
8.1.2.1	Distribute Implementation Lessons Learned Survey to Client for completion; analyze survey results once received from Client	X			
8.1.2.2	Respond to Implementation Lessons Learned Survey in accordance with requested timeline		X		
8.1.2.3	Conduct Lessons Learned meeting to capture lessons learned and successes from the implementation program to apply toward future programs	X	X		NOTE: Meeting is co-facilitated by ADP and Client program leads

Deliverables

- Formal Transition to COS Service Delivery
- Lessons Learned Process

Quality Gates

- Completed Formal Transition to COS Service Delivery
- Conducted and Communicated Results of Client Lessons Learned Survey



The maintenance windows are during the hours specified below and during ADP Holidays as described in the Notes section below:

System	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
COS Payroll Hosting – ADP Enterprise HR *	10:00 pm Mon. – 6:00 am Tues.	10:00 pm Tues. – 6:00 am Weds.	10:00 pm Weds. – 6:00 am Thurs.	10:00 pm Thurs. – 6:00 am Fri.	10:00 pm Fri. – 6:00 am Sat.	10:00 pm Sat. – 12:00 am Sun.	12:00 am Sun. – 6:00 am Mon.
ADP Electronic I-9 Services	10:00 pm Mon. – 4:00 am Tues.	10:00 pm Tues. – 4:00 am Weds.	10:00 pm Weds. – 4:00 am Thurs.	10:00 pm Thurs. – 4:00 am Fri.	10:00 pm Fri. – 4:00 am Sat.	10:00 pm Sat. – 4:00 am Sun.	10:00 pm Sun. – 4:00 am Mon.
ADP Enterprise eTIME **	1:00 am Mon. – 3:00 am Mon.	1:00 am Tues. – 3:00 am Tues.	1:00 am Weds. – 3:00 am Weds.	1:00 am Thurs. – 3:00 am Thurs.	1:00 am Fri. – 3:00 am Fri.	1:00 am Sat. – 3:00 am Sat.	1:00 am Sun. – 4:00 am Sun.
ADP Health & Welfare Service Engine	1:30 am Mon. – 5:30 am Mon.	1:30 am Tues. – 5:30 am Tues.	1:30 am Weds. – 5:30 am Weds.	1:30 am Thurs. – 5:30 am Thurs.	1:30 am Fri. – 5:30 am Fri.	1:30 am Sat. – 5:30 am Sat.	1:30 am Sun. – 5:30 am Sun.
ADP Recruiting Management	NA	NA	NA	NA	NA	12:00 am Sat. – 6:00 am Sat.	NA
ADP Talent Management	NA	NA	NA	12:00 am Thurs. – 2:00 am Thurs.	10:00 pm Fri. – 12:00 am Sat.	12:00 am Sat. – 12:00 pm Sat.	2:00 am Sun.– 8:00amSun.

* Maintenance Window includes ADP Self Service and ADPReporter

** Except the 2nd and 4th Wednesday of each month when the time & labor management system may have expanded maintenance during the hours of 11:00 p.m. Tuesday – 5:00 a.m. Wednesday.

NOTES:

- All times reflect U.S. Eastern Standard Time Zone.
- In addition to the above Maintenance Windows, ADP reserves the right to perform Hosted Environment maintenance on ADP Holidays between 12:00 a.m. the morning of the ADP Holiday through 12:00 a.m. the morning of the day following the ADP Holiday or the standard end time for that day of the week as noted in the table above, whichever is later. For purposes of Maintenance Windows, ADP Holidays are defined as: New Year’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.
- The hours stated above are subject to change as deemed necessary by ADP.



Service Definition

ADP[®] COMPLIANCE ON DEMAND



ADP Compliance on Demand is a comprehensive resource that is focused on assisting ADP clients with wage and hour compliance. Ideal for organizations with distributed HR teams of varying expertise across the U.S., plans to expand into new states, or questions about the latest changes, it is the one source the whole organization can reference for timely and consistent information on federal, state and local regulatory compliance content (articles and more). This unique service also includes an online compliance community and access to ADP compliance consultants.

ADP Compliance on Demand helps clients with compliance challenges by providing the education and job aids they need, monitoring the landscape for changes, alerting clients to these changes and sharing compliance best practices, all with the goal of supporting wage and hour compliance across their organization. The three-part service includes:

Content is the source of information pertaining to current wage and hour legislative and regulatory information. With easy on-line access, users will be able to:

- Access current compliance articles, webinars, podcasts, updates, sample policies and more
- See important upcoming legislative milestones, organized by date, in a compliance calendar and save important items to your personal work calendar. Click to see more details about each event and filter to only see federal events and/or events for the states that pertain to your business
- Search topical areas and geographies that are of most interest to you, from the breadth of ADP's and Littler's compliance research, all in one place
- Access to innovative tools that help you understand overtime exemptions along with minimum wage and paid sick leave requirements

Community The wage and hour Compliance Community is a secure online community, hosted by ADP, where you can engage in discussions with peers that are using ADP solutions and facing similar compliance challenges

- Instantly find answers to questions that have already been asked
- Pose new questions to one or multiple peers
- Cultivate a reliable peer network for future discussions

Consult if content materials and peer conversations are not enough, the Consult option allows users to engage with ADP's compliance team one-on-one. Through an online portal, users will be able to:

- Submit your question or request via e-mail or call the helpdesk
- Receive assistance from an ADP, SHRM-certified, helpdesk associate
- Schedule a time for you and your legal counsel to speak with an ADP compliance expert or a legal advisor from an ADP employment law partner

This matrix generally defines the responsibilities of ADP in delivering services to Client and highlights certain responsibilities of Client in receiving those services. All services are provided in accordance with standard ADP processes and methodologies.

Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide systems and services to Client as defined in Client Service Definition	X			
	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
Service Teams	Deliver the services defined in Client Service Definition through ADP service teams	X			
Application Hosting Support	Install, configure, maintain, and support the Hosted Environment	X			NOTE: The Hosted Environment is defined as the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support Client's use of the Application Programs. Client may or may not be informed of ADP making corrections, modifications, and improvements to the Hosted Environment
	Provide connectivity from Client systems to ADP via internet connection; ensure availability and reliability of such communication line(s)		X		
	Provide disaster aversion and standard disaster recovery in accordance with ADP's Disaster Recovery Plan; monitor and manage the Hosted Environment security, which includes physical security, logical security (including firewalls, encryption and password access control), and intrusion detection; provide, monitor, and manage ADP's network used to access the	X			



Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Hosted Environment; perform database refreshes and file restores upon Client request; provide connectivity troubleshooting up to Client's demarcation point				
System Updates	Manage and correct errors or deficiencies in core Application Programs so Application Programs conform in all material respects to core functional specifications determined during initial implementation	X			
Security Administration	Provide security administration for ADP delivered and/or managed applications, as applicable; update ADP regarding changes to security requirements		X		

ADP Compliance on Demand		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide a comprehensive one stop solution designed to help client Practitioners to – (1) quickly and easily research, understand and stay abreast of wage and hour related compliance developments that apply to their business along with (2) access to compliance professionals available to support and assist clients with their wage and hour administration requirements, and (3) an online community to collaborate with other clients	X			
	Generate relevant ADP Thought Capital to be posted to the Compliance on Demand site in the form of Updates, Articles, Webinars, Podcasts, Toolkits	X			
Practitioner Self Service	Provide self-service tool to enable Client Practitioners to: <ul style="list-style-type: none"> • Research wage and hour related Compliance Content and Regulatory changes • Browse through the Digital Library of – <ul style="list-style-type: none"> ○ Regulatory Updates ○ ADP Best Practice Articles ○ Webinars ○ Videos ○ Toolkits ○ Posters ○ Forms ○ Policies ○ Other key resources • Customize/Update preferences for email notification of Compliance updates from ADP 	X			
Community Interaction	Provide a community portal to enable Client Practitioners to: <ul style="list-style-type: none"> • Engage with peers / community members anonymously to discuss wage and hour compliance topics – post, questions. Discussions in a community moderated by ADP 	X	X		Practitioners have to agree to the 'Compliance on Demand' Community rules by digital acknowledgement upon first sign-in to the community
Consult Service	Provide a dedicated phone line for Client Practitioners to: <ul style="list-style-type: none"> • Initiate Consult call and speak to a ADP helpdesk associates for real-time assistance on wage and hour related compliance matters 	X			



Service Commitments

1. Definitions. Unless defined herein, the defined terms used shall have the same meaning ascribed such terms in the Agreement.

“**Allocation Percentage**” means the weighting factor, expressed as a percentage between 0% - 50%, assigned to each Service Level as specified in Attachment A hereto.

“**At Risk Amount**” means five percent (5%) of the fees for the applicable Service performed during the applicable Measurement Period.

“**Go-Live Date**” shall have the meaning set forth in the Global Master Terms and Conditions.

“**Measurement Period**” means the frequency by which a Service Commitment is measured. The Measurement Period for each Service Commitment is specified in Attachment A hereto.

1.1 “Service Commitments” means Service Levels.

“**Service Level**” means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Exhibit 2 to Attachment A hereto, to which a Service Level Credit applies.

1.2 “Service Level Commencement Date” means the first day of the month that immediately follows the expiration of the ninety (90) day period commencing on the Go-Live Date for the applicable Service.

“**Service Level Failure**” means, with respect to a given Service Level, ADP’s failure to perform the Services at a level that meets that Service Level.

2. General. Subject to the terms of this document, ADP will perform the Service in a manner consistent with the applicable Service Commitments.

3. Reporting. Within thirty (30) days after the end of each month during the Term, ADP will provide Client with a report detailing ADP’s performance of the Services during the preceding month and the two (2) months prior to such month. For example, no later than April 30th, ADP will provide Client a report for the months of January, February, and March.

4. Excused Performance. ADP will not be responsible for any Service Level Failure due to: (i) failures by Client, its Affiliates or their respective representatives, vendors, subcontractors or agents to provide ADP at least thirty (30) days prior written notification of changes in Client’s administrative policies and/or procedures, to the extent such policies or procedures impact the Services, (ii) inaccurate Client data, (iii) Client’s failure to perform its obligations under the Agreement, including, but not limited to, its failure to meet agreed upon processing or funding deadlines, and/or (iv) force majeure events (as defined in Section 15.7 of the Agreement).

5. Service Level Failure

5.1 Service Level Credits. Subject to Section 4 (Excused Performance), in the event of a Service Level Failure, Client will be entitled to a credit. The amount of such credit will be calculated quarterly, starting on the Service Level Commencement Date, in accordance with Sections 5.2 – 5.4 (each such credit, a “Service Level Credit”).

5.2 Calculation. Each Service Level Credit will be computed as follows:

<p>Service Level Credit = A x B</p>	<p>Where:</p> <p>A = the Allocation Percentage for the applicable Service Level Credit</p> <p>B = the applicable At Risk Amount</p>
--	--

Sample Calculation. Assume that: (i) ADP has failed to meet the Service Level for ADP Application Program Availability during a given calendar month, (ii) the Allocation Percentage for the ADP Application Program Availability Service Level is twenty percent (20%), (iii) the fee for the applicable Service is \$500,000 for such month, and (iv) the At-Risk Amount is two percent (2%). The applicable Service Level Credit would be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage = 20% (or 0.2) B = the At-Risk Amount = (2% x \$500,000) = \$10,000 = 0.2 x \$10,000
Service Level Credit	\$2,000

5.3 Multiple Service Level Failures. If a single incident results in multiple Service Level Failures, Client will be entitled to receive only the highest Service Level Credit (i.e., only one credit) resulting from such incident.

5.4 Maximum Credit. Notwithstanding anything in this document to the contrary, the maximum amount of Service Level Credits during a single calendar month will be limited, in the aggregate, to the At Risk Amount.

Attachment A to Service Commitments

Exhibit 1 Allocation Percentage Tables

1. Comprehensive Outsourcing Services (COS)

Service Level	Allocation Percentage
ADP Application Program Availability	30%
Payroll Services	
Payment Accuracy	20%
Payment Timeliness	15%
Post-Payroll Output Timeliness	5%
MyLife Advisors Service Center Support	
Average Speed of Answer	5%
Call Abandon Rate	5%
First Call Resolution	5%
Resolution Timeliness	5%
Other HCM Services	
Carrier Enrollment Processing	10%
Total	100%
At Risk Amount	5%



Exhibit 2 Detailed Service Level Descriptions

1. ADP Application Program Availability

Description	Measurement Period	Service Level	Applicable ADP Application Programs
Measures the percentage of time each ADP Application Program is available during the Measurement Period	Monthly	99.5%	<ul style="list-style-type: none"> • ADP Enterprise HR • ADP Health & Welfare Service Engine • ADP Recruiting Management • ADP Talent Management • ADP Workforce Manager
<p>Calculation:</p> <p>ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100</p> <p>(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)</p> <p>Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available</p> <p>Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client’s equipment, software or network (e.g., Client’s inability to access the Internet) failure, and/or (iii) a force majeure event</p> <p>Total Minutes – the total number of minutes in the Measurement Period</p>			
<p>Example:</p> <p>ADP Application Program #1</p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes</p>			



Description	Measurement Period	Service Level	Applicable ADP Application Programs
ADP Application Program Availability = $((42,900 + 180)/43,200) \times 100$ = 99.7% → Above Service Level Commitment			
<u>ADP Application Program #2</u>			
Assume Total Uptime = 42,900 minutes; Excused Downtime = 0 minutes; Total Minutes = 43,200 minutes			
ADP Application Program Availability = $((42,900 + 100)/43,200) \times 100$ = 99.3% → Below Service Level Commitment**			
**(Note: a proportional credit would be issued for this missed service level commitment only)			



2. Payroll Services

A. Payment Accuracy

Description	Measurement Period	Service Level	Applicable Services*
Measures the accuracy of calculations performed by ADP to determine Client employee payment amounts during the Measurement Period	Monthly	99.5%	Payroll Services
<u>Calculation:</u> Payment Accuracy = $((A - B)/A) \times 100$ Where: A = the total number of Client employee payment calculations during the Measurement Period B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors			
<u>Example:</u> Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations Payment Accuracy = $((2,000 - 10)/2,000) \times 100$ = 99.5%			



B. Payment Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the extent to which ADP delivers Client employee payments and/or Client employee payment instructions (as applicable) in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Payment Timeliness = $((A - B)/A) \times 100$</p> <p>Where:</p> <p>A = the total number of Client employee payments and/or Client employee payment instructions (as applicable) delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination during the Measurement Period</p> <p>B = the number of Client employee payments and/or Client employee payment instructions (as applicable) not delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination, in accordance with the agreed-upon schedule during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Client employee payments and/or payment instructions delivered or made available; 10 late payments and/or payment instructions</p> <p>Payment Timeliness = $((2,000 - 10)/2,000) \times 100$ = 99.5%</p>			



C. Post-Payroll Output Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the timeliness of delivery of applicable post- payroll reports, outbound files and outbound interfaces (collectively, “Post-Payroll Outputs”) by ADP in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Post-Payroll Output Timeliness = ((A – B)/A) x 100</p> <p>Where:</p> <p>A = the total number of Post-Payroll Outputs delivered or made available to the designated destination by ADP during the Measurement Period</p> <p>B = the number of Post-Payroll Outputs not delivered or made available by ADP to the designated destination in accordance with the agreed-upon schedule during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Post-Payroll Outputs; 10 late Post-Payroll Outputs</p> <p>Post-Payroll Output Timeliness = ((2,000 – 10)/2,000) x 100 = 99.5%</p>			



3. MyLife Advisors Service Center Support

A. Average Speed of Answer

Description	Measurement Period	Service Level	Applicable Services
Measures the average time elapsed between employee calls exiting ADP’s IVR system and being answered by designated MyLife Advisors Service Center Support personnel	Monthly	45 seconds	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>Average Speed of Answer = (A /B) x 100</p> <p>Where:</p> <p>A = the number of employee calls to the MyLife Advisors Service Center Support answered by designated MyLife Advisors Service Center Support personnel within 45 seconds of the call exiting the IVR system during the Measurement Period</p> <p>B = the total number of calls answered in MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 285 calls answered within 45 seconds</p> <p>Average Speed of Answer = (285/300) x 100 = 95.0%</p>			



B. Call Abandon Rate

Description	Measurement Period	Service Level	Applicable Services
	Monthly	≤ 6.0% within 60 seconds	MyLife Advisors Service Center Support
<p><u>Calculation:</u> Call Abandon Rate = (A/B) x 100</p> <p>Where:</p> <p>A = the total number of calls to the MyLife Advisors Service Center Support ended due to the call not being answered by designated MyLife Advisors Service Center Support personnel within 60 seconds of exiting the IVR system during the Measurement Period</p> <p>B = the total number of calls to the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 12 calls abandoned by the caller after 60 seconds</p> <p>Call Abandon Rate = (12/300) x 100 = 4.0%</p>			

C. First Call Resolution

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of calls resolved (i.e., cases closed) on the first contact to the designated MyLife Advisors Service Center Support personnel	Monthly	80.0%	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>First Call Resolution = (A /B) x 100</p> <p>Where:</p> <p>A = the number of calls resolved on the employee’s first call to the MyLife Advisors Service Center Support during the Measurement Period</p> <p>B = the total number of employee calls to the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 250 calls resolved during first call</p> <p>First Call Resolution = (250/300) x 100 = 83.0%</p>			

D. Resolution Timeliness

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of Client employee service requests that are closed within five (5) Business Days of initiation	Monthly	≥ 80.0% within 5 Business Days	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>Resolution Timeliness = (A /B) x 100</p> <p>Where:</p> <p>A = the number of service requests that are closed within five (5) Business Days after a Client employee’s initial contact with the MyLife Advisors Service Center Support during the Measurement Period</p> <p>B = the total number of service requests closed with the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 service requests closed with MyLife Advisors Service Center Support in a given month; 250 service requests closed within five (5) Business Days</p> <p>Resolution Timeliness = (250/300) x 100 = 83.0%</p>			

4. Benefit Services

A. Carrier Enrollment Processing

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) within 3 Business Days of ADP's completion of processing such file	Monthly	98.0%	Benefit Services <ul style="list-style-type: none"> • ADP Benefits Administration Services
<p><u>Calculation:</u></p> <p>Carrier Enrollment Processing = $(A/B) \times 100$</p> <p>Where:</p> <p>A = the number of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) by ADP within 3 Business Days of ADP's completion of processing such file during the Measurement Period</p> <p>B = the total number of benefit enrollment files provided to Client's insurance carrier(s) by ADP during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 500 benefit enrollment files filed by ADP in a given month; 498 such files filed within 3 Business Days</p> <p>Carrier Enrollment Processing = $(498/500) \times 100$ = 99.6%</p>			



Commission Meeting

February 4, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the January 7, 2025 Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance, Alfonzo Dagget** applicant for **Eclipse Restaurant and Lounge, LLC**, located at 3036 Deans Bridge Road. District 5, Super District 9
- Background:** New Location, Eclipse Restaurant and Lounge
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$3,895.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-06

Application Type: Consumption on Premises Liquor, Beer, and Dance - New Location

Business Name: Eclipse Restaurant and Lounge

Hearing Date: January 28, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Alfonzo Dagget

Property Owner: Curry's Corner, LLC

Address of Property: 3036 Deans Bridge Road

Tax Parcel #: 097-1-118-00-0

Commission Districts: District 5, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$ 3,895.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Eclipse Restaurant & Lounge LLC
- 2. Business Address 3036 Doans bridge road unit 8
- 3. City Augusta State Georgia Zip 30906
- 4. Business Phone (240) 416 3633 Home Phone (____)
- 5. Applicant Name and Address: AIFONZO DAGGETT
3502 Jock Kelley Road
Augusta Georgia 30906

- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant: _____

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

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

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: _____
- 12. Mailing Address:
Name of Business Eclipse Restaurant & Lounge LLC
Attention AIFONZO DAGGETT
Address 3502 Jock Kelley Road
City/State/Zip Augusta Georgia 30906
- 13. Ownership Type: () Corporation () Partnership Individual
- 14. Corporate Name: N/A

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

Name	Position	SSNO #	Address	Interest
<u>Aifonzo Daggett</u>	<u>Owner/Manager</u>		<u>3502 Jock Kelley Rd</u> <u>Augusta GA 30906</u>	<u>100%</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Wholesale					

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

- 16. Have you ever applied for an Alcohol Beverage License before: YES, 2016 & 2021
If so, give year of application and its disposition: Received in Forrest Park
Georgia & Richmond County Georgia
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? Yes () No If so, please initial. AD

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



- 19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? Yes No
 If yes, give full details: In Forest Park Georgia in 2015, dropped and I received all Alcohol License & permits

- 20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. Yes No
 If yes, give reason charged or held, date and place where charged and its disposition.
N/A

- 21. List owner or owners of building and property.
Miss Betty Cashwell for Curry's Corner

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

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

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

Alfonzo Daggett
 Applicant Signature

- 25. I hereby certify that Alfonzo Daggett is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
 This 06 day of November, in the year 2024.

M. Lemon
 Notary Public
 M Lemon
 NOTARY PUBLIC
 Gwinnett County, GEORGIA
 My Commission Expires 11/29/2025

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

 Administrator Date



Public Services Committee Meeting

January 13, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-05 – Existing Location, New Ownership: Retail Package Beer and Wine, Karthik Allati** applicant for **Shree Laxmi Narayan Supermarket, Inc. D/B/A/ Green Street Super Market**, located at 2 Greene Steet. District 1, Super District 9
- Background:** Existing Location – Green Street Super Market
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$1,330.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Green Stree Super Market
- 2. Business Address 2 Greene Street
- 3. City Augusta State Georgia Zip 30901
- 4. Business Phone (____) _____ Home Phone (404) 790-4494
- 5. Applicant Name and Address: Karthik Kumar Allati
4720 Laural Oak Dr.
Hephzibah, GA. 30815
- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant: _____
- 8. Business Location: Map & Parcel _____ Zoning _____
- 9. Location Manager(s) Karthik Kumar Allati
- 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: 10/ 11 /2024
- 12. Mailing Address:
Name of Business Green Street Super Market
Attention Karthik K. Allati
Address 4720 Laural Oak Dr.
City/State/Zip Hephzibah, GA, 30815
- 13. Ownership Type: (X) Corporation () Partnership () Individual
- 14. Corporate Name: Shree Laxmi Narayan Supermarket, Inc.
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Karthik Kumar Allati	Officer-Owner		4720 Laural Oak Dr. Hephzibah, GA. 30815	50 %
Jagrutiben A. Patel	Officer-Owner		1022 Barrett Dr. Evans, GA. 30809	50 %

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

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

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

- 16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: Crrrent, Owner
AB Licensee, Lotto Market, 2228 Rosier Rd Ste F. Augusta, GA. 20906
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. Al



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

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

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
Tulin Enterprises.

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Karthik K. Allati 50 % Owner Jagrutiben A. Patel 50%

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

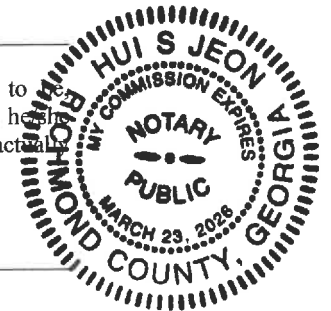
24. State of Georgia, Augusta-Richmond County, I, Karthik Kumar Allati
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

[Handwritten Signature]

Applicant Signature

25. I hereby certify that Karthik Kumar Allati is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 05 day of November, in the year 2024.

[Handwritten Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<input checked="" type="checkbox"/>		<i>[Handwritten Signature]</i>
Sheriff	<input checked="" type="checkbox"/>		
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-05

Application Type: Retail Package Beer, and Wine – Existing Location – New Ownership

Business Name: Green Street Super Market

Hearing Date: January 13, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Shree Laxmi Narayan

Property Owner: Mainak and Geeta Patel

Address of Property: 2 Green Street

Tax Parcel #: 048-3-044-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant’s reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



Commission Meeting

Meeting Date: February 4, 2025

AO Holland and Knight Contract

- Department:** Administrator’s Office
- Presenter:** Tameka Allen, Administrator
- Caption:** Motion to approve contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services.
- Background:** On January 7, 2025, the Augusta Commission approved award of RFP #25-300 for State Lobbying Services to Holland & Knight LLP, pending contract negotiations.
- Analysis:** After negotiations, Holland & Knight agreed to a one-year contract term with two optional one-year extensions. Stipulations were also added to the contract regarding Holland & Knight’s engagement with the Mayor and Commission and other Augusta leadership.
- Financial Impact:** Holland & Knight LLP’s fee is \$96,000.00 per year. This is a slight cost savings over the 2022-2024 contract amount of \$102,000.00 per year. Funds are budgeted in the Administrator’s Office budget.
- Alternatives:** Cancel RFP #25-300 and proceed without a State lobbyist for the 2025 session.
- Recommendation:** Approve contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services.
- Funds are available in the following accounts:** 101013210-5211120
- REVIEWED AND APPROVED BY:** N/A

**AGREEMENT FOR PROFESSIONAL SERVICES
AUGUSTA, GEORGIA CONSOLIDATED
GOVERNMENT**

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the “City”), and **Holland & Knight**, a Limited Liability Partnership (LLP) organized and existing under the laws of the State of Georgia, with offices in Atlanta, GA (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide **State Lobbying and Legislative Representation Services** in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The term of this Agreement shall begin on the date written above and be in effect for one (1) year with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed **Ninety-Six Thousand Dollars (\$96,000.00)** per year unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta, Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$25,000.00. If the original Contract or Purchase Order Price does not exceed \$25,000.00, but the Change Order will make the total Contract Price exceed \$25,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor’s Cost Proposal, consisting of one page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Original invoice(s) must be submitted to:

Finance Department
 535 Telfair St Suite 801
 Augusta, Georgia 30901
 Attention: A/P

With copies to:

City Administrator
 535 Telfair St Suite 910
 Augusta, Georgia 30901

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all scope of services in accordance with the City's **Request for Proposals (RFP) No. 25-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference; the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference; and the Contractor's Terms of Engagement, attached hereto as **Appendix III** and incorporated herein by reference.

In addition, the Contractor agrees to provide the following specific services to Augusta:

1. Prior to the start of each legislative session, the Contractor will speak with the Mayor and each member of the Augusta Commission individually or in small groups to discuss their legislative priorities and concerns.
2. Prior to the start of each session, the Contractor will speak with the Administrator, Augusta department directors, and other Augusta leadership as requested by the Administrator to discuss their legislative requests and concerns.
3. Prior to the start of each session, the Contractor will appear before the Augusta Commission at a Commission meeting or workshop to discuss Augusta's overall legislative goals for the upcoming session.
4. During each session, the Contractor will provide regular written updates to Augusta on legislative activity, particularly highlighting items with potential relevance to Augusta.
5. Following the conclusion of each session, the Contractor will appear before the Augusta Commission to provide a report on any successful legislation with relevance for Augusta and the Contractor's efforts on behalf of Augusta.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under

this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least sixty (60) days prior to the effective date of termination.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the negligent Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all liabilities claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) to the extent caused by or sustained in

connection with the negligent performance of this Contract or by conditions created thereby or arising out of or any way connected with negligent Work performed under this Contract, the defense of any and all claims, litigation, and actions suffered through any negligent act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the negligent performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000

- (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance and professional liability insurance with no cross suits exclusion (except for professional liability insurance). The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued to:**

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

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the City (except ten (10) days for non-payment of premium). Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance and professional liability insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees hired in the state of Georgia or hired to perform services on this Contract. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

M. City Representative The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. Georgia Open Records Act Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid

City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City’s RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. Sole Agreement This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

- Attachment A Cost Proposal
- Attachment B Augusta’s Attachment “B” and S.A.V.E. (Pages 7-9)
- Attachment C Certificate Of Corporate Resolution
- Attachment D Lobbyist State Registration
- Appendix I City’s RFP
- Appendix II Contractor’s Response
- Appendix III Contractor’s Terms of Engagement

S. Severability If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. Notices Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City’s Executive Assistant or by the City to the Contractor’s authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

If to the City:

City Administrator
535 Telfair Street Suite 910
Augusta, Georgia 30901

and

With a copy to:

Procurement Director
Department of Procurement
535 Telfair Street Suite 605
Augusta, Georgia 30901

If to the Contractor:

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By: _____
Signature

By: _____

Printed Name: Garnett L. Johnson, Mayor

Name (Typed or Printed)

Date

Title

ATTEST:

Date

ATTEST:

LENA BONNER, CCC
Clerk of the Board of Commissioners of
Augusta, Georgia

Signature

Name (Typed or Printed)

Title

ATTACHMENT A
COST PROPOSAL

ATTACHMENT G
COST PROPOSAL
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

<u>Marci Rubensohn</u> Print Name of Authorized Signer	<u>1180 West Peachtree Street N.W., Suite 1800</u> Business Entity Street Address
<u>Senior Policy Advisor</u> Title of Authorized Signer	<u>Atlanta, GA 30309</u> Business Entity City, State and Zip Code
 <u>Authorized Signature</u>	<u>404.817.8552</u> Contact Person's Phone Number
<u>Holland & Knight LLP</u> Name of Business Entity Submitting Bid	<u>404.881.0470</u> Contact Person's Fax Number
<u>Atlanta, GA</u> Business Entity City	<u>marci.rubensohn@hklaw.com</u> Contact Person's E-Mail Address

**ATTACHMENT G
COST PROPOSAL
(Page 2 of 2)**

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)	N/A	N/A	\$96,000
Year Two (2)	N/A	N/A	\$96,000
Year Three (3)	N/A	N/A	\$96,000
Total			\$288,000

Holland & Knight does not offer a billable hour approach because our Public Policy & Regulation Group, the lobbying arm of the firm, ended that practice more than a decade ago. While most law firms continue to use a billable hour approach in charging for their state advocacy services, we found the practice of logging time and billing public entity clients has several drawbacks.

- ▶ For example, there is the inability of being able to use the full public policy talent within a firm without seeking to charge clients for the additional hours. Holland & Knight’s approach provides the client with all of that advocacy talent and expertise as needed – at no additional cost.

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

FEE Proposal shall be submitted in a separate sealed envelope

**with the following information on the outside of it:
RFP 25-300 – State Lobbying and Legislative Representation Services –
Fee Proposal**

ATTACHMENT B

**CONTRACTOR AFFIDAVIT AND AGREEMENT:
AUGUSTA'S ATTACHMENT "B" AND S.A.V.E. PROGRAM (PAGES 7-9)**



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street N.W., Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500

Fax: 404.881.0470

Email: marci.rubensohn@hkllaw.com

Do You Have A Business License? Yes: X No:

Augusta, GA Business License # for your Company (Must Provide): N/A

And/or Your State/Local Business License # for your Company (Must Provide): State Control Number No. K701659

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): N/A

Additional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license:

Acknowledgement of Addenda: (#1) X : (#2) : (#3) : (#4) : (#5) : (#6) : (#7) : (#8) :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

Date of Authorization

**** (E-Verify Number)** 1852393

July 6, 2022

Holland & Knight LLP

State Lobbying and Legislative Representation Services RFP Item # 25-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on October 11, 2024 in Atlanta (City), GA (State).

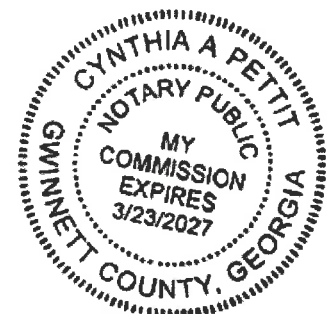

Signature of Authorized Officer or Agent

Marci Rubensohn, Senior Policy Advisor
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 **th** **DAY OF** October, 2024


Notary Public

03/23/27
My Commission Expires:



The undersigned further agrees to submit a notarized copy of Attachment B and any required document Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agr any subcontractor(s) as requested and or required. **I further understand that my submittal will be deem process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Documei



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #25-300 (State Lobbying and Legislative Representation Services)

[RFP Project Number and Project Name]

Marci Rubensohn

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Handwritten signature of Marci Rubensohn

Signature of Applicant

Marci Rubensohn

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF October, 2024

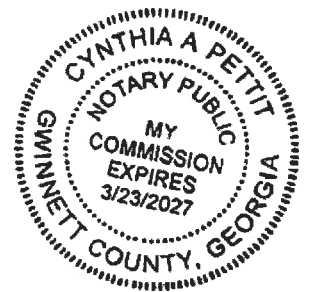
Cynthia A. Pettit

Notary Public

My Commission Expires:

03/23/2027

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Rev. 2/17/2016

ATTACHMENT C

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____

_____ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the _____ day of _____, 20 .

(CORPORATE
_____ SEAL)

ATTACHMENT D
LOBBYIST STATE REGISTRATION



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **HOLLAND & KNIGHT
LLP**

Control Number: **K701659**

Business Type: **Foreign Limited Liability
Partnership**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

Date of Formation /
Registration Date: **1/1/1997**

Jurisdiction: **Florida**

Last Annual Registration
Year: **2024**

Principal Record Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

REGISTERED AGENT INFORMATION

Registered Agent Name: **CORPORATE CREATIONS NETWORK**

Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**

County: **Cobb**

[Filing History](#)

[Name History](#)

State of Florida



Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a Florida Limited Liability Partnership, filed on January 6, 1998.

The document number of this registration is LLP980000003.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of April, 2024



Cord Byrd
Cord Byrd
Secretary of State

1180 West Peachtree Street NW, Suite 1800 | Atlanta, GA 30309 | T 404.817.8500 | F 404.881.0470
Holland & Knight LLP | www.hklaw.com

Robert S. Highsmith Jr.
+1 404-898-8012
robert.highsmith@hklaw.com

December 30, 2024

Via E-mail (procbidandcontract@augustaga.gov)

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Re: Engagement with Holland & Knight LLP

Dear Ms. Williams:

Holland & Knight LLP is grateful for the opportunity to represent Augusta, Georgia in Georgia state lobbying and legislative representation in response to your office's solicitation. Our engagement would begin January 1, 2025. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

Holland & Knight proposes a fixed fee of \$8,000 per month for a total of \$96,000 per year for this engagement.

Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you for a successful 2025 and beyond.

Sincerely yours,

HOLLAND & KNIGHT LLP



Robert S. Highsmith Jr.

Nancy Williams
December 30, 2024
Page 2

Approved this ____ day of _____, 2024.

AUGUSTA, GEORGIA

By: _____

Its: _____

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) both you and the other client have consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.



Request for Proposals

RFP Item #25-300

State Lobbying and Legislative Representation Services

For

Augusta, Georgia – Administrator’s Office

RFP Due: Tuesday, October 22, 2024 @ 11:00 a.m.

Until further notice

**All RFP openings, conferences, and evaluation meetings
will be conducted by electronic teleconferencing via ZOOM.
Instructions are enclosed.**

Sec. 1-10-50. Sealed bids selection method:

Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

To Ensure Timely Deliveries, It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal Is Received By The Time Specified Above. 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.

One Original and Seven (7) Copies of RFP shall be submitted

Thanks for doing business with us . . .

*Gerri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901*



Table of Contents

Request for Proposal

Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

Notice to All Proponents **Required to be returned with your submittal. Both documents must be notarized**

- Attachment B **Must return the 2 pages**
- Systematic Alien Verification for Entitlements (SAVE) Program

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Request for Proposal Specifications

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, October 22, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 825 6446 3701, Passcode: 25300** for furnishing:

RFP Item # 25-300 State Lobbying and Legislative Representation Services for Augusta, GA Administrator's Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

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

Pre-Proposal Conference will be held on Monday, October 7, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 828 3979 2116; Passcode: 25300.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 8, 2024 @ 5:00 P.M. No RFP 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 RFP may be withdrawn for a period of **90** days after RFPs have been opened, pending the execution of contract with the successful bidder(s).

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

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

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

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

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle September 12, 19, 26, 2024 and October 3, 2024
Metro Courier September 12, 2024

cc Takiyah A. Douse Interim Administrator
Natascha Dailey Administrator's Office

Revised: 06/20/2024

PROCUREMENT DEPARTMENT

ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFP INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone, or Android device

Pre-Proposal Conference - RFP Item # 25-300 – State Lobbying and Legislative Representation Services for Augusta, GA - Administrative Office

Monday, October 7, 2024 @ 2:00 p.m.

ZOOM RFP Opening:

1. Click this URL to start or join Zoom: 828 3979 2116
2. Or go to <https://zoom.us/join> and enter meeting ID: 828 3979 2116
3. Passcode: 25300

RFP Opening - RFP Item # 25-300 - State Lobbying and Legislative Representation Services for Augusta, GA - Administrative Office

Tuesday, October 22, 2024 @ 11:00 a.m.

ZOOM RFP Opening:

4. Click this URL to start or join Zoom: 825 6446 3701
5. Or go to <https://zoom.us/join> and enter meeting ID: 825 6446 3701
6. Passcode: 25300

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**
- Attn: Geri A. Sams,**
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email: procbidandcontract@augustaga.gov
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does **not** have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at www.augustaga.gov home page.*
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)
 (A) Annual Contract
 (B) One time Purchase.
 (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND **DO NOT** SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

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

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

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

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

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

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

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

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

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

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

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements. Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

And/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) _____: (#2) _____: (#3) _____: (#4) _____: (#5) _____: (#6) _____: (#7) _____: (#8) _____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

**** (E-Verify Number)** _____

Name of Contractor **Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on _____, _____, 20_____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

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

Notary Public **My Commission Expires:** _____ **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

_____ [RFP Project Number and Project Name]

_____ [Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

_____ [Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

*Alien Registration Number for Non-Citizens

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

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
• Additional trade secret information requested to be withheld.
• Your company is requested to submit a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print]

[Signatory's Title] [Company Name]

[Signatory's Title]

Date: _____

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF
_____, 202_.

My Commission Expires: _____

NOTARY PUBLIC

Return Page Only if Applicable.

**Minority and Women Owned Business Enterprise
Program Ordinance Requirements**

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

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

Good Faith Efforts (GFE) Requirements and Guidance

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

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

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

Sec. 1-10-154. Exceptions

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

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise
Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24



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ATTACHMENTS

- Attachment A: Proposal Cover Sheet**
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SECTION I

PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed Augusta, Georgia Consolidated Government (the “City”) to provide state lobbying and legislative representation services for the City will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Tuesday, October 22, 2024 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm’s name and the name of the project - **RFP 25-300 State Lobbying and Legislative Representation Services**. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **Opening will be via ZOOM – Meeting ID: 825 6446 3701; Passcode 25300. No proposals will be accepted after that time.**

The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) marked unbound original of its fee proposal. Failure to follow the required format may result in your organization’s proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have at a minimum, the following features:

- **The proposal shall be no more than thirty (30) pages in length**, excluding cover letter, required forms, tabs and appendices. **All proposals shall be 8 ½ x 11 format with all standard test fonts no smaller than 12 points.** The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be one sided copies and shall be spiral bound or bound with some other secure and permanent form of binding.
- An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm.
- Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Text is to include information in which the firm shall describe the proposed work program as interpreted from the Scope of Services.
- The firms shall provide a **FEE PROPOSAL that includes all items that are required to provide the services requested.** No additional unapproved expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 25-300 State Legislative Lobbying Service. All items related to cost will be placed in a separate sealed envelope.**
- **When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.**
- The Augusta reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of Augusta and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- **Each proposal will be evaluated using the criteria listed in RFP 25-300.**

1.1 RECEIPT AND HANDLING OF PROPOSALS

The Firm assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 10 of the City's Purchasing Ordinance, competitive sealed proposals ***Bid opening***.

Sealed Bids shall be opened publicly via ZOOM as designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).

Public access. Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed. **See the Trade Secret Affidavit – Page 10.**

All work under this proposal will be performed at the sole cost and expense of the responder. Successful contractor will provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, data and other items necessary to accomplish the Project as defined, in accordance with the Scope of Services (herein called services).

The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The respondent shall provide, perform and complete all the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all state and municipal regulations, and as required by or pursuant to this Request for Proposal.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

The service request shall be on an as-needed basis and no work is guaranteed. All work requests are at the sole discretion of Augusta.

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive seven hundred thirty (730) calendar day term at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within.

Augusta reserves the right to make one (1) award or multiple awards.

1.2 PURPOSE

Augusta, Georgia is soliciting competitive sealed proposals (offers) for State Lobbying and Legislative Representation Services. Augusta desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal (consolidated) governments. The firms with a proven track record to provide professional consultant services in advocacy/lobbying at the State. The legislative services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposal (RFP). **The services would begin on January 1, 2025.**

1.3 SUBMITTAL OF QUESTIONS

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 8, 2024 @ 5:00 P.M. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all of the requested information may cause the submittal to be rejected as non-responsive.

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

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

1.4 PROPOSAL SUBMITTALS

One (1) unbound original and seven (7) copies of the proposal marked **“RFP 25-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES”** shall be submitted in a sealed envelope. These must be submitted to and received no later than **11:00 a.m. (local time), Tuesday, October 22, 2024.**

1.5 AWARD

If Augusta Awards a contract, the contract will be awarded to the most responsive, responsible Firm whose offer is most responsive and responsible to Augusta, based upon the evaluation criteria specified in Evaluation and Award Section (**Section VI and Section VII**), results of the negotiations, and the final offer by the Firm. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide Augusta in making an intelligent award decision based on Augusta’s requirements and the best value proposal (offer) received.

1.6 CONTRACT

The successful Firm shall be required to complete a two-party standard form of contract. A sample contract (**Attachment E**) is attached.

1.7 NOTICE TO FIRMS

Companies not incorporated in the State of Georgia must be in compliance with the State of Georgia Code of Regulations, State Procurement Regulations, in order to enter into a contract with Augusta.

1.8 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

The successful firm shall register as a lobbyist and present proof of fulfillment of the reporting requirements under O.C.G.A. §21-5-71 (2008).

1.9 EXPENSES ASSOCIATED WITH RESPONSE

Augusta will not be responsible for any expenses incurred by a Firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 REJECTION OF PROPOSALS

Augusta reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of Augusta.

1.11 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (706) 821-2406.

1.12 FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **For a proposal to be considered it must remain valid for at least 90 days from the time that the Owner receives it.** The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices. **All documents will be typewritten on standard 8 ½ x 11 white paper.** Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal. The original shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection see the **Trade Secret Affidavit** on page 10. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

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

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

1.13 KEY DATES SUMMARY SHEET

Augusta intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of Augusta as required.

RFP Title:	State Lobbying and Legislative Representation Services
RFP Number:	RFP 25-300
RFP Issued Date:	September 12, 2024
Send questions to:	All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or email to: procbidandcontract@augustaga.gov by Tuesday, October 8, 2024 @ 5:00 p.m.
Responses to Written Questions (and any Addendum, if applicable)	Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of RFP. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.
Sealed Proposals shall be submitted to:	One (1) original and seven (7) copies of the proposal marked RFP 25-300 - STATE LEGISLATIVE LOBBYING SERVICES shall be submitted in a sealed envelope. These must be submitted to and received no later than Tuesday, October 22, 2024 @ 11:00 a.m. to: Geri A. Sams Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND:

Augusta, Georgia, located in the east central section of the state, is approximately 150 miles east of Atlanta on Interstate 20. The Savannah River serves as the boundary between Augusta and Aiken, South Carolina. Augusta's current population is about 200,000+. Neighboring Columbia County is home to about 100,000. Along with several other Georgia and South Carolina counties the region is known as the Central Savannah River Area (CSRA), commonly referred to as the CSRA and is home to approximately half a million people. Augusta is Georgia's second oldest and second largest city, founded during the British colonial period as a trading outpost.

How We Started

Augusta has a rich history dating as far back as the early 1700s. The settlement was established in 1736 by British General James Oglethorpe, and named in honor of the bride of Frederick Louis, Prince of Wales. Built on the flat slopes of the Savannah River, in the area now known as Summerville, Augusta was also home to many neighboring tribes of Creek and Cherokee Indians.

With the construction of the Augusta Canal in 1847, Augusta became the second largest inland cotton market in the world during the cotton boom. Augusta has nine neighborhoods on the National Register of Historic Places, and several historic monuments and cemeteries.

Significant Structures

Augusta served as the state capital of Georgia from 1785 until 1795, and has many historically significant homes and buildings, such as the Cotton Exchange, established in 1872; the boyhood home of Woodrow Wilson (28th president of the United States); Ezekiel Harris House (1797); George Walton home (signer of the Declaration of Independence) and Springfield Baptist Church, the oldest African American church in America.

Augusta Today

In 1996 the City of Augusta consolidated with Richmond City to form Augusta-Richmond County. This consolidated governing body consists of a Mayor and ten (10) Augusta Commissioners. Augusta is one of only three consolidated governments in Georgia.

Augusta provides a full range of municipal services including police, refuse and recycling, water, sewer, and stormwater, streets, recreation programming, parks and facilities, community services, commercial and residential code enforcement, planning and zoning, and community development. Augusta has operated as consolidated government under a Mayor form of government since 1996. The

For general information about Augusta, the Mayor and Council, and other Augusta departments, please visit the Augusta web site at <http://www.augustaga.gov>.

Augusta is perhaps best known as home of the Masters Golf Tournament held the first full week in April. The area is also a center for medicine, manufacturing, and military.

Augusta's Facts

General Information

- Established - 1736
- Named For - Princess Augusta of Saxe Gotha (mother of King George III of Great Britain)
- Population - 200,000, 500,000 Trade Region
- Location - 136 ft. above sea level. 200 Savannah River miles or approximately 150 land miles from Atlantic Ocean
- Nicknames - The Central Savannah River Area (CSRA), includes surrounding counties in Georgia and South Carolina, The Garden City of the South, chosen in the early 20th century because of Augusta's many large private gardens
- Major Highways - Interstates 20 and 520, U.S. Routes 1, 25, 78, 278
- Colleges and Universities - Augusta University, Paine College, Augusta Technical College
- Military Installations - Fort Gordon (U.S. Army Signal Center) and the US Army Cyber Center of Excellence.
- Airports - Augusta Regional Airport, Daniel Field
- Famous Augustans - James Brown, Amy Grant, Jessye Norman, Terri Gibbs, Laurence Fishburne, Joe Penny, Ray Mercer, Frank Yerby, Hulk Hogan, and Larry Mize

SCOPE OF WORK:

The task descriptions below are basic services. Each must be performed at either Federal or State level as applicable.

A. Description of Tasks

The successful proposer shall provide professional representation and liaison services with the Georgia General Assembly, Augusta Board of Commissioners, the executive departments and agencies of the State of Georgia. Services shall include but are not limited to the following:

- Assisting the Commission and Senior Staff in the formation of Augusta, GA's State funding and annual legislative policy agenda. This includes identifying creative funding solutions in the form of demonstration projects, special projects, earmarks, and other-directed funding for Augusta's priority areas and providing guidance and talking points for advocacy.
- Areas of interest include economic and community development, brownfield redevelopment, transportation & infrastructure (including smart technology) public safety, workforce development, energy and water.
- Explaining and promoting Augusta's legislative agenda to elected officials, agency heads, and relevant decision makers, including the Augusta Delegation.
- Attendance as requested by Commission via the County Administrator at select Commission meetings, boards, public hearings, and/or other committees that do not conflict with legislative sessions.
- In-person presence at the State Capitol during Georgia General Assembly's active sessions.
- Attendance and oral or written representation for relevant legislative sessions, committee meetings and working groups.
- Assist the county in the drafting of legislation, amendments, correspondence, exhibits, and testimony as necessary. Monitoring bills on a real-time basis, submitting reports to inform Augusta

of developments coming from the State Government that impact Augusta-Richmond County at the frequency of:

- Weekly during any state legislative sessions
- Monthly outside of state legislative sessions
- As necessary for time sensitive information
- Informing Augusta representatives of pending legislation that will have positive or negative consequences for Augusta.
- Maintaining close contact with the Augusta Board of Commissioners, the Augusta Delegation, other State legislators, agencies, and officials concerning Augusta's legislative interests.
- Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.
- Strengthening, establishing, and maintaining relationships with the Governor's office, leadership staff, other legislators, State agencies, and relevant stakeholders to support Augusta's legislative priorities.
- Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit Augusta.
- Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning Augusta's legislative interests.
- Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

Note: the services shall be on an as-needed basis and no work is guaranteed. All work request is at the sole discretion of Augusta, Georgia.

Augusta reserves the right to make one (1) award or multiple awards. Proposers can submit proposals for either Federal State Lobbying and Legislative Representation Services, State Lobbying Service or both.

B. Results or Outcome of Tasks

The successful firm shall perform the tasks as outlined above as necessary to pursue Augusta's state and legislative objectives.

C. Performance and Quality Standards

Successful firm shall perform the tasks as outlined above in **Section II Scope of Work, A. Description of Tasks**, with knowledge of the principles and practices of public administration, particularly of the organization and functions of Augusta, Georgia Government. The successful firm shall have knowledge of public administration research and report presentation methods and techniques, along with knowledge of legal, budgeting, and accounting procedures and processes. The successful firm must have the ability to establish and maintain effective working relationships with administrative officers, other lobbyists, the public, and legislative representatives; while having the ability to work independently, choosing creative techniques and methods of obtaining results within legal and ethical limitations.

D. Progress Reporting

All reports and requests shall be provided to the Administrator or designee within a reasonable time (defined by Augusta, Georgia as within ten calendar days) after request is received by the successful firm.

E. Place of Performance

The successful lobbyist/firm will perform services from its office or place of business, with visits to Augusta, Georgia during the legislative session as needed.

F. Government Furnished Property/Services

Augusta, Georgia will provide a meeting area when a meeting is requested in Augusta by the Administrator or designee.

G. Contractor Furnished Items

The successful lobbyist/firm shall provide all needed supplies including, but not limited to, pens, paper, audio recording equipment, computers, printers, telephones, calculators, and other furniture and equipment necessary for the rendering of contracted services.

H. Any Applicable Regulations or Specifications.

The successful firm shall be registered as a lobbyist and present proof of reporting requirements under O.C.G.A. §21-5-71 (2008).

SECTION III OWNERSHIP OF DATA

OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of Augusta.

SECTION IV RESPONSE CONTENTS

Firms shall outline the scope of work, elements and tasks therein and the means of execution. The original submittal shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. **Firms are to submit and unbound original and seven (7) copies of their proposal.** Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding. The evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided.

Your response should follow the general format below:

SECTION CONTENTS

A. PROCUREMENT DOCUMENTS:

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies. The following Procurement Documents are to include the following:

Augusta's Attachment "B" Form

Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)

All qualifying contractors and subcontractors performing work with Augusta, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, **it is mandatory that the Contractor Affidavit and Agreement be completed and returned on Attachment B, be completed and submitted with responder's proposal.**

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. **it is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form.**

B. QUALIFICATIONS & EXPERIENCE OF THE FIRM

Each proposer shall submit a summary of their qualifications and experience. Proposals shall have the following qualifications at a minimum:

- Proposer shall have experience serving as a lobbyist.
 - Proposer shall have knowledge of state laws and issues affecting municipalities and local government.
 - Proposer shall have the ability to be present in Atlanta at the State Capital and other State offices, particularly during the legislative sessions of the Georgia General Assembly.
 - Proposer shall have experience in dealing with diverse groups of legislators (state including Board of Commissioners) legislators.
 - Proposer shall have experience in working with the Governor, Lieutenant Governor and other State executive officials.
 - Proposer shall have experience working with other interest groups and lobbyists.
 - Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

Firms are to include the following experience in reference to your company:

- (a) Describe your experience, capabilities and other qualifications for this project.
- (b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.
- (c) Disclose any relationships that may have an impact upon the services to be provided.
- (d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.
- (e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to Augusta during the last five (5) years.
- (f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.
- (g) Provide how many years operated under current company name
- (h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.
- (i) Provide a list of previous clients for whom you have performed lobbying services.
- (j) Provide a list of current clients for whom you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.
- (k) Provide information regarding the extent of your relationship with State and Federal agencies.
- (l) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but at minimum, balance sheet, income statement and cash flow statement may be accepted.

C. ORGANIZATION & APPROACH

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.

This information should include all the people the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

D. PROJECT MANAGEMENT:

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete **Attachment C** Contractors Reference and Release Form,
- e) describe the resources necessary to accomplish the purpose of the project.

E. SCOPE OF SERVICES:

Provide experience and approach to the following as requested in **Section II Scope of Work**.

F. FINANCIAL STABILITY

Provide audited financial report for the last three (3) fiscal years prepared in accordance with Generally Accepted Accounting Principles (GAAP), reflecting the current financial condition of Proponent firm and its parent corporation, if applicable. If this is a partnership or joint venture, submit a financial statement for each business entity of the partnership or joint venture. Provide an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.

- a. If a public company, include last three (3) fiscal years audited financial report.
- b. If a private company, provide a recap of the three (3) most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

Note: Financial Stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process.

G. REFERENCES:

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the **Reference and Release Form, included as Attachment C.**

H. FEE PROPOSAL

The fee proposal must be submitted in a separate, sealed envelope with the responder's name and **"Fee Proposal for Request for Proposals No. 25-300 for State Legislative Lobbying Services"** on the outside of the envelope.

The sealed envelope containing the cost proposal (**Attachment G**) is requested to be included in the sealed package containing the technical proposal.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL (Attachment G). Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive. Responders are required to submit their costs on the **Cost Proposal Form (Attachment G).** **Responder shall not alter the cost proposal form.** Attach additional sheets as required for any addition details.

SECTION V INDEMNIFICATION AND INSURANCE AND PRE-PROPOSAL CONFERENCE

INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless Augusta and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on **Monday, October 7, 2024 @ 2:00 p.m.** via ZOOM - ID: **828 3979 2116 and Password: 25300.** Attendance at the meeting is not mandatory but is highly recommended.

All questions should be submitted in writing to Geri Sams at the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by **Tuesday, October 8, 2024 @ 5:00 p.m.**



SECTION VI CRITERIA FOR EVALUATION

RFP – Evaluation/Scoring Guidelines

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

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

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for state, state and local services.

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. The team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. The team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (30 points)

Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under **Section II Scope Statement of Work – A. Description of Tasks.**

5. Financial Stability (5 points).

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.

Note: Financial Stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process.

6. References (5 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years. Include specific individuals with addresses and telephone numbers. **Attachment C Contractors Reference and Release Form,**

7. Proximity to Area (10 points – weighed value 5 points)

- a. Within Richmond City 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 points

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

10. Fee Proposal (10 points – Weighted value 5 points) Enclosed in a separate sealed envelope.

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		15											
3	Organization & Approach		10											
4	Scope of Services: Experience and approach to the following: Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under Section II Scope Statement of Work, A.		30											
5	Financial Stability		5											
6	References (include specific individuals with addresses and telephone numbers).		5											
7	Proximity to Area <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Within Richmond City</td> <td style="text-align: right;">10 points</td> </tr> <tr> <td>Within CSRA</td> <td style="text-align: right;">6 points</td> </tr> <tr> <td>Within Georgia</td> <td style="text-align: right;">4 points</td> </tr> <tr> <td>Within SE United States (includes AL, TN, NC, SC, FL)</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td>All Others</td> <td style="text-align: right;">1 points</td> </tr> </table>	Within Richmond City	10 points	Within CSRA	6 points	Within Georgia	4 points	Within SE United States (includes AL, TN, NC, SC, FL)	2 points	All Others	1 points		10	
Within Richmond City	10 points													
Within CSRA	6 points													
Within Georgia	4 points													
Within SE United States (includes AL, TN, NC, SC, FL)	2 points													
All Others	1 points													
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Rating (0-5)	Weight	Score (Rating * Weight)										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	Fee Proposal Consideration <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">a. Lowest Fee</td> <td style="text-align: right;">10</td> </tr> <tr> <td>b. Second</td> <td style="text-align: right;">6</td> </tr> <tr> <td>c. Third</td> <td style="text-align: right;">4</td> </tr> <tr> <td>d. Fourth</td> <td style="text-align: right;">2</td> </tr> <tr> <td>e. Fifth</td> <td style="text-align: right;">1</td> </tr> </table>	a. Lowest Fee	10	b. Second	6	c. Third	4	d. Fourth	2	e. Fifth	1		10	
a. Lowest Fee	10													
b. Second	6													
c. Third	4													
d. Fourth	2													
e. Fifth	1													
Total:			100											

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION VII SELECTION PROCESS

SELECTION PROCESS

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluated as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria **WILL** result in your proposal being declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Phase One Criteria (Identify short listed offerors only)

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

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements, will undertake the scope of work.

PRICE PROPOSALS

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

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

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-300 State Lobbying and Legislative Representation Services

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.

SECTION VIII CONTRACT ADMINISTRATION

A. Standard Contract

The attached sample contract is Augusta's standard contract document (**see Attachment E**), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to Augusta, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and seven (7) copies containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (**see Section I**). for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than **Tuesday, October 22, 2024 @ 11:00 a.m.**

RFP Item # 25-300 State Lobbying and Legislative Representation Services for Augusta, GA - Administration Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "**Request for Proposals No. 25-300 for Federal and State Legislative Lobbying Services**" on the outside of the envelope(s) or box(es).

C. Questions

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 8, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

D. Acknowledgment of Addenda

Addenda may be issued in response to questions or changes in the RFP. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), no later than five days prior to the date fixed for the opening of RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. **All firms must acknowledge all Addenda. Please acknowledge the addenda and submit as requested on Attachment B as required in RFP 25-300.** Addenda issued for this project may be found on Augusta, Georgia's website, <https://www.augustga.gov>.

E. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of 90 days from proposal submission deadline and must be so marked.

F. Project Director/Contract Manager

Augusta will designate a Project Director/Contract Manager to coordinate this project for Augusta. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues, including payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

G. Expenses of Preparing Responses to this RFP

Augusta accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

H. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, Augusta, Georgia considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission **(See Trade Secret Affidavit – Page 10)**.

I. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license

issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

J. Ethics Rules

Bidders are subject to the Ethics provision within the Augusta, Georgia Purchasing Policy; Article 2 Code of Ethics; Article 3 Ethics in Public Procurement rules; and the rules of the State of Georgia governing Lobbying services. Any violations will be addressed pursuant to these policies.

K. Right to Audit

Augusta shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with Augusta funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. Augusta also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to Augusta or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for Augusta.

SECTION IX AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the Procurement Director. An agenda item will be submitted to the Board of Commissioners by the user department. The Board of Commissioners, who will make the final decision as to award of contract.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE FORMALITIES, AND TO RE-ADVERTISE.

ATTACHMENT A

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Complete Primary Address	City	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 25-300 State Legislative Lobbying Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on <u> </u> Tuesday, October 22, 2024 until <u> </u> 11:00 a.m. (EST). Proposals shall be marked in accordance with the RFP 25-300 State Legislative Lobbying Service (MULITIYEAR CONTRACT)</p> <p>CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT B

Augusta, Georgia's Attachment B

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

Systematic Alien Verification for Entitlements (SAVE) Program

ATTACHMENT C CONTRACTOR'S REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			
Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			
Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title (Authorized Signature of Proposer) _____

Company Name _____ Date _____

ATTACHMENT D

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title (Authorized Signature of Proposer) _____

ATTACHMENT E

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES AUGUSTA, GEORGIA
CONSOLIDATED GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the “execution date”) by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the “City”), and____
 _____, a corporation organized and existing under the laws of the State of _____, with offices in _____
 _____(hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide_____in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed_____(\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta. Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total

Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the Contractor's Cost Proposal, consisting of _____page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:

Finance Department
535 Telfair St Suite 801
Augusta, Georgia 30901
Attention: A/P

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all _____services in accordance with the City's **Request for Proposals (RFP) No. 25-300 for State Legislative Lobbying Services**, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed

Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Right to Audit The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. Successors and Assigns The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or

arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. Insurance Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for

all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The City and its officers shall be included as additional insured under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued to**:

Gerri A. Sams
 Procurement Department
 535 Telfair Street - Room 605

Augusta, Georgia 30901

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. Georgia Laws Govern The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. Venue This Agreement shall be deemed to have been made and performed in

Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto.

M. City Representative The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. Georgia Open Records Act Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. Sole Agreement This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: **Contractor's Cost Proposal; Augusta's RFP; Contractor's Response; Contractor's Affidavit and SAVE Form; Subcontractor's Affidavit(s); Sub-Subcontractor's Affidavit(s); and Certificate of Corporate Authority or Joint Venture Certificate, Lobbyist State Registration, Exceptions to the Standard Contract.**

S. Severability If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. Notices Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes

in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the City:

City Administrator
535 Telfair Street Suite 900
Augusta, Georgia 30901

and

With a copy to:

Procurement Director
Department of Procurement
535 Telfair Street Suite 605
Augusta, Georgia 30901

If to the Contractor:

U. Counterparts This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. Controlling Provisions The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

Department Director

By: _____

Printed Name: Mayor, Garnett L. Johnson

Date

ATTEST:

LENA BONNER, CCC
Clerk of the Board of Commissioners of
Augusta, Georgia

APPROVED AS TO FORM:

City Attorney Signature

City Attorney Name (Typed or Printed)

ATTACHMENT F:

Certificate of Corporate Authority or Joint Venture Certificate.

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “ _____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the _____ day of _____, 20 .

(CORPORATE
SEAL)

**ATTACHMENT G
COST PROPOSAL**

(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER’S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. **The cost proposal must be submitted in a separate, sealed envelope with the responder’s name, solicitation name, solicitation number, and “Cost Proposal” clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person’s Phone Number

Name of Business Entity Submitting Bid

Contact Person’s Fax Number

Business Entity City

Contact Person’s E-Mail Address

**ATTACHMENT G
COST PROPOSAL
(Page 2 of 2)**

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)			
Year Two (2)			
Year Three (3)			
Total			

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

**FEE Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:
RFP 25-300 – State Lobbying and Legislative Representation Services –
Fee Proposal**

ATTACHMENT H

Lobbyist State Registration

Local Small Business Program Preference

The Local Small Business Program provides for Local Small Business Program Preference on all applicable Augusta, Georgia procurements between \$101,000 and \$300,000 in value.

The Local Small Business Program Preferences for this procurement is:

Waived

There must be a minimum of three (3) certified firms in the Local Small Business Program that can provide the service or product, as specified by the user department, for the LSBP Preference to be considered. As a result of not meeting the minimum service/product requirement, the LSBP Preference is waived for this solicitation.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP Item #25-300	State Lobbying and Legislative Representation Services	Tuesday, October 22, 2024 @ 11:00 a.m.
------------------	--	--

To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- Unavailability of required resources
- Prior commitments
- Inadequate anticipated funding Level
- Project Duration
- Potential conflict of interest
- Duplication of ongoing effort
- Other (please explain)

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/____/20____

Holland & Knight

www.hklaw.com

Response to Request for Proposals from the

City of Augusta

RFP Item #25-300 (State Lobbying and Representation Services)

Technical Proposal

November 13, 2024

Marci Rubensohn

Senior Policy Advisor | Atlanta | 404.817.8552 | marci.rubensohn@hklaw.com

ATTACHMENT A

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.


Complete Primary Address 1180 West Peachtree Street N.W., Suite 1800	City Atlanta	City GA	Zip Code 30309
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title Marci Rubensohn, Senior Policy Advisor	Telephone Number (include area code) 404.817.8552		
Email Address marci.rubensohn@hkllaw.com	Fax Number (include area code) 404.881.0470		
Company Website Address www.hkllaw.com	Type of Organization (check one)		(X) Limited Liability Partnership (LLP) (See Attached)
() Corporation () Joint Venture () Proprietorship () Government			
<p>Proposals for RFP 25-300 State Legislative Lobbying Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on <u>Tuesday, October 22, 2024</u> until <u>11:00 a.m. (EST)</u>. Proposals shall be marked in accordance with the RFP 25-300 State Legislative Lobbying Service (MULITIYEAR CONTRACT)</p> <p>CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.</p>			
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.			
Authorized Representative Signature(s) 	Title(s) Senior Policy Advisor		
Type or Print Name(s) Marci Rubensohn	Date October 22, 2024		

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Disclaimer: The information provided in this handout is general information and not designed to be and should not be relied on as your sole source of information when analyzing and resolving a specific legal issue. Each fact situation is different; the laws are constantly changing. If you have specific questions regarding a particular fact situation, we urge you to consult with legal counsel.

All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

A. Procurement Documents

The following Procurement Documents are to include the following:

- **Augusta's Attachment "B" Form**
- **Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)**

Completed copies of the requested procurement documents, along with supporting documents, from Holland & Knight follow this page.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street N.W., Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500 Fax: 404.881.0470 Email: marci.rubensohn@hkllaw.com

Do You Have A Business License? Yes: X No:

Augusta, GA Business License # for your Company (Must Provide): N/A

And/or Your State/Local Business License # for your Company (Must Provide): State Control Number No. K701659

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): N/A

Additional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license:

Acknowledgement of Addenda: (#1) X (#2) (#3) (#4) (#5) (#6) (#7) (#8)

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

Date of Authorization

**** (E-Verify Number)** 1852393

July 6, 2022

Holland & Knight LLP

State Lobbying and Legislative Representation Services RFP Item # 25-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on October 11, 2024 in Atlanta (City), GA (State).



Signature of Authorized Officer or Agent

Marci Rubensohn, Senior Policy Advisor

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 **th** **DAY OF** October, 2024



Notary Public

03/23/27
My Commission Expires:



The undersigned further agrees to submit a notarized copy of Attachment B and any required document Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agr any subcontractor(s) as requested and or required. **I further understand that my submittal will be deem process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Documei



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **HOLLAND & KNIGHT
LLP**

Control Number: **K701659**

Business Type: **Foreign Limited Liability
Partnership**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

Date of Formation /
Registration Date: **1/1/1997**

Jurisdiction: **Florida**

Last Annual Registration
Year: **2024**

Principal Record Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

REGISTERED AGENT INFORMATION

Registered Agent Name: **CORPORATE CREATIONS NETWORK**

Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**

County: **Cobb**

[Filing History](#)

[Name History](#)

State of Florida



Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a Florida Limited Liability Partnership, filed on January 6, 1998.

The document number of this registration is LLP980000003.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of April, 2024



Cord Byrd
Cord Byrd
Secretary of State

CR2E022 (01-11)



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #25-300 (State Lobbying and Legislative Representation Services)

[RFP Project Number and Project Name]

Marci Rubensohn

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Handwritten signature of Marci Rubensohn

Signature of Applicant

Marci Rubensohn

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF October, 2024

Handwritten signature of Cynthia A. Pettit

Notary Public

My Commission Expires:

03/23/2027

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Rev. 2/17/2016

B. Qualifications and Experience of the Firm

Firms are to include the following experience in reference to your company:

(a) Describe your experience, capabilities and other qualifications for this project.

Since opening our doors in 1994, many Georgia government entities as well as private companies have turned to Holland & Knight's Atlanta office because of our strong local, state, regional, national and global capabilities. Holland & Knight has represented Augusta for three years at the State Capitol and we have a track record of success throughout the term of our engagement.

Named "Top Players in the Georgia Legislature" by the *Atlanta Journal-Constitution*, Holland & Knight has provided top-notch service and results for government advocacy clients in the state capital since 1998. As your legislative advocate, we work to identify, pass, amend, or defeat proposals affecting your agenda.

Holland & Knight's Atlanta office is located at 1180 W. Peachtree Street N.W. It is about four miles from the State Capitol building, making it easy for your Holland & Knight team to attend legislative proceedings on a daily basis.

(b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.

Holland & Knight does not have a conflict of interest representing Augusta.

We say this because we follow the applicable rules of professional conduct. We run all clients through the firm's electronic database, which contains all of our representations to determine if a conflict of interests exists. If one does exist, we attempt to get a waiver of the conflict of interest. If unable to obtain a waiver, we decline the conflicting representation. No file may be opened without this process being followed.

(c) Disclose any relationships that may have an impact upon the services to be provided.

Holland & Knight does not have any relationship that may have an impact upon the services provided.

(d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of our team have worked with – or even for – several statewide local government groups that have common interests with Augusta.

For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She still maintains those ties today – and can use them to benefit Augusta and its citizens. Ms. Rubensohn also:

- Works closely with the Association of County Commissioners of Georgia, and supports the ACCG on legislative matters that are important to Augusta.
- Represents the Georgia Association of Voter Registration and Election Officials to advocate for responsible, efficient and cost-effective administration of elections.

Our lobbying team works closely with the Georgia Chamber of Commerce and other business associations to ensure effective communication during the legislative session and throughout the year.

(e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to Augusta during the last five (5) years.

Our team has provided legislative services to other municipal clients such as the City of Savannah (pop. 148,000). Our accomplishments with the “Hostess City of the South” include the following:

- Secured legislation that increased the Savannah hotel/motel excise tax to fund infrastructure improvements.
- Secured legislation to amend the Savannah charter.
- Secured legislation to create a community improvement district to create a funding mechanism for riverfront improvements.
- Secured legislation amending the Savannah Development and Renewal Authority.
- Secured an exemption for Savannah's historic district from small-cell technology.
- Secured statutory authority for the City of Savannah to use real estate brokers to sell commercial property.
- Secured statutory authority to authorize the city to enter into long-term property leases.
- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect a local Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.

(f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.

On behalf of Augusta, Holland & Knight successfully lobbied for the passage of the Coliseum Special Purpose Local Option Sales Tax – a priority legislative policy for Augusta. This half-penny sales tax provides a funding mechanism for the new coliseum and was a significant, high-profile victory for Augusta-Richmond.

Additionally, the Holland & Knight team has successfully established an annual commission and local legislative delegation dinner at the start of the legislative session for local and state elected officials to collaborate and thoughtfully engage each other.

The Holland & Knight team works closely with the legislative delegation throughout the legislative session and the year to ensure that the delegation understands Augusta's support and opposition to legislation as it moves through the process. We also host events for local groups when visiting the Capitol.

As stated earlier, clients come to Holland & Knight because of our quality, service and, most importantly, results. In the state capital, recent successes include the following:

- Defensive measures against the secession of the Buckhead neighborhood from the City of Atlanta.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.
- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, which created a \$600 million tax incentive – the largest such incentive in Georgia history.
- On behalf of the Atlanta Hawks basketball team, successfully extended car rental tax collections beyond their 2038 sunset date. This will raise at least \$110 million to fund Philips Arena's renovation.
- Secured legislation that extended the permissible lease term of city facilities.
- Facilitated appointments of city officials to state legislative study committees.
- Enhanced the relationships between members of the local legislative delegation and city officials and staff.
- Defeated legislation that would have criminalized homelessness.
- Led the lobbying team that stopped the state takeover of Hartsfield-Jackson Atlanta International Airport in 2021, 2020, 2019 and 2018.
- At the request of a municipal client, we successfully passed legislation to create a new Community Improvement District within the city to fund streetscape projects.
- Our team successfully negotiated the implementation of a local fire district bill to address funding concerns.

Your proposed state team leader, Senior Policy Advisor Marci Rubensohn, has had extensive experience in representing municipal government, including the City of Savannah and the City of Atlanta, which makes Holland & Knight uniquely qualified to represent Augusta. Her accomplishments include many of the legislative priorities on the Savannah legislative agenda such as:

- The initial creation the IT/Logistics Corridor, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.
- An exemption for Savannah's historic district from small-cell technology.

- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect the Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.
- Statutory authority for the City of Savannah to use real estate brokers to sell commercial property.
- Secured legislation that increased the Savannah hotel/motel excise tax to fund infrastructure improvements.
- Secured legislation to amend the Savannah charter.
- Secured legislation to create a community improvement district to create a funding mechanism for riverfront improvements.
- Secured legislation amending the Savannah Development and Renewal Authority.
- Secured statutory authority to authorize the city to enter into long-term property leases.

Proposed team member Robert Highsmith represents diverse large corporate and governmental clients in contested matters, large transactions and government affairs before myriad Georgia state and local governmental agencies including the Public Service Commission, Department of Community Health, Department of Revenue, the General Assembly and the City of Atlanta. He also advocates before Georgia's congressional delegation. His recent achievements include the following:

- Stopped state takeover of Hartsfield-Jackson Atlanta International Airport in 2018, 2019 and 2020.
- Defensive measures against the secession of the Buckhead neighborhood from the City of Atlanta.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.

Mr. Highsmith also served as treasurer to the referendum campaign committee, alongside Ambassador Andrew Young as chairman during the approval of Atlanta's Municipal Option Sales Tax (MOST) and subsequent extension.

(g) Provide how many years operated under current company name.

Fifty-six years.

(h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

Holland & Knight has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any state or federal department or agency from doing business.

(i) Provide a list of previous clients for whom you have performed lobbying services.

Below is a list of government advocacy clients Holland & Knight currently represents in Atlanta. This list is available online from the Georgia Government Transparency and Campaign Finance Commission website:

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • Applied Information • Atlanta Beltline, Inc. • Atlanta Gas Light Company • Atlanta Hawks, LLC • Augusta-Richmond County • Caesar's Enterprise Services, LLC • Centene Corporation • Charter Communications | <ul style="list-style-type: none"> • CIM Atlanta Developer, LLC • City of Atlanta • City of Savannah • Classic Center Authority • Emergent Biosolutions • Georgia Association of Voter Registration and Election Officials | <ul style="list-style-type: none"> • Grocery Delivery E-Services USA, Inc. • Lockheed Martin Corporation • Pew Charitable Trust • Putnam County • Securitas • Schneider Electric • The Coca-Cola Company • Verified Voting |
|---|--|--|

(j) Provide a list of current clients for whom you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.

Holland & Knight's current clients are listed in the previous question. Their legislative initiatives are still being developed. However, our representation of other local government clients enhances our ability to advance legislation that will benefit Augusta.

(k) Provide information regarding the extent of your relationship with State and Federal agencies.

As stated earlier, Holland & Knight has had a formidable state lobbying practice in Atlanta since 1998. Much of this strength has come from our relationships on both sides of the aisle and with key state officials, including those listed below:

Governor: Holland & Knight has a relationship with Gov. Brian Kemp and with several key members of his policy staff. Our relationship with Governor Kemp goes back to when he was in the state Senate.

Atlanta Partner Robert Highsmith – a proposed team member for Augusta – once served as general counsel to then-Gov. Sonny Perdue. At the time, Mr. Kemp served as Governor Perdue’s floor leader in the Senate. Mr. Highsmith worked with Mr. Kemp regularly to successfully enact the Perdue Administration’s legislative package.

Since then, we have actively supported Governor Kemp’s campaigns in his political career, from agriculture commissioner to secretary of state to governor. Our relationships with his key staff members are strong.

Lieutenant Governor: We have a strong relationship with the lieutenant governor and his staff. We worked closely, and successfully, with his chief of staff and key policy advisors throughout the last legislative session on several matters of high importance to several of our clients.

Attorney General: Our team has worked closely with Attorney General Chris Carr throughout Mr. Carr’s various positions in federal and state government and the private sector. We supported his campaign for attorney general and continue to work with him on a regular basis.

Secretary of State: Holland & Knight has worked closely with the secretary of state, the deputy secretary of state and the agency’s policy and legal staff on important elections issues, including issues facing the election superintendents.

Speaker of the House: We have solid relationships with the Speaker and his staff members. Holland & Knight has previously worked closely with the Speaker’s chief of staff and chief counsel on a number of legislative issues, and we maintain a positive working relationship with the Speaker as well as additional key staff members.

President Pro Tempore of the Senate: Holland & Knight has strong relationships with the senate president pro tempore. We worked directly with him and his staff on several legislative issues.

Majority and Minority Leaders of the House and Senate: Holland & Knight works closely with leadership of both political parties in both legislative chambers. We have strong relationships with the current majority and minority leaders, and are closely watching the minority leadership races that will take place after the November election.

Our team represents diverse large governmental and corporate clients in government affairs before myriad Georgia state and local governmental agencies, including the:

- Department of Transportation
- Department of Community Affairs
- Department of Revenue
- Public Service Commission
- Environmental Protection Division
- Department of Community Health
- Department of Insurance
- Department of Economic Development
- Environmental Services Authority
- Georgia Emergency Management Authority

Augusta Legislative Delegation: Marci Rubensohn, your proposed Holland & Knight team leader, maintains close relationships with several members of the Augusta delegation, hosting lunches, dinners and checking in regularly on issues that impact Augusta under the Gold Dome.

(I) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but at minimum, balance sheet, income statement and cash flow statement may be accepted.)

State Appropriations. Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel means Holland & Knight has the connections to the state agencies and elected officials that Augusta needs to achieve your goals.

Our team has government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year.

We can use our ties to identify appropriations that will contribute to the levels of service and quality of programs provided to the citizens and stakeholders of Augusta.

For example, Holland & Knight successfully lobbied for \$42 million for Walton County to secure funding for a new reservoir, ARPA funding for the Atlanta Beltline, and general appropriations and ARPA funding for the City of Savannah. The team has successfully secured funding from the Department of Community Affairs for low income housing tax credit projects.

Federal Appropriations. The fee for federal lobbying and appropriations is not included in the scope of this engagement. However, Holland & Knight has the experience to actively and aggressively advocate for Augusta to advance its priority issues at the federal level.

These efforts can include lobbying the congressional delegation, key congressional committee and subcommittee leaders, House and Senate leaders, the White House, and federal department/agency officials to achieve your legislative, regulatory, and funding objectives.

Regarding funding, Holland & Knight has also helped our clients achieve their economic development goals through grants and other forms of federal funding. In fact, we have helped deliver over \$1 billion for our clients' large-scale projects from multiple Cabinet-level departments such as Transportation, Energy, and Defense as well as agencies such as the EPA.

Other policy areas in which Holland & Knight clients have enjoyed recent federal funding successes include the following:



Transportation. \$830 million in TIGER, BUILD, and RAISE grants; over \$296 million in INFRA multimodal freight and highway project grants; \$249.5 million in FRA CRISI railroad safety grants; \$353.6 million in Reconnecting Communities grants; \$72 million in Safe Streets and Roads for All grants; \$37.6 million in PROTECT climate change resiliency grants; and millions of dollars in Federal Transit Administration (FTA) Capital Investment Grant agreements.



Water Infrastructure. \$783 million in Environmental Protection Agency (EPA) WIFIA loans for water infrastructure projects.



Public Safety. More than \$200 million in Assistance to Firefighters (AFG) grants and in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for emergency responses.

Because of our extensive experience working with complex public agencies, Holland & Knight is confident we can identify upcoming federal opportunities for Augusta and advocate on your behalf to secure legislative, regulatory, and funding success. Opportunities could include:

- Funding from the Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA).
- Surface transportation reauthorization.
- Water Resources Development Act (WRDA).
- Climate change legislation/regulations.
- Digital infrastructure investment.
- Supply change management and export initiatives.

Annual appropriations is another federal funding avenue Augusta can pursue. Holland & Knight will work with you to advance your priorities through the annual appropriations process, using our strong ties with Senate and House Appropriations Committees. With the return of federal budget earmarks – now called “Community Project Funding” in the House and “Congressionally Directed Spending” in the Senate – there are new opportunities for Augusta to secure funding for its priority projects.

Over the past three years, Holland & Knight ensured that our clients' member-directed spending requests were advanced by their House delegations and senators, helping our clients secure over \$500 million in earmark funding. We helped our clients draft funding requests, met with congressional offices to match projects with their priorities, and helped ensure that offices understood the importance of the projects.

C. Organization and Approach

Holland & Knight team leader Marci Rubensohn will serve as Augusta’s relationship partner. She will be responsible for overseeing the daily operation and effective management of the engagement.

Ms. Rubensohn will ensure the firm addresses Augusta’s priorities and interests in a timely, thorough and cost-effective manner. She will stay in ongoing communication with your staff about Holland & Knight’s activities on your behalf and your evolving needs.

This two-way approach helps to keep the entire Holland & Knight team working in sync with, and accountable to, Augusta. While we believe the role of relationship partners helps to make sure nothing falls through the cracks, it is important to stress that every member of the Holland & Knight team is accessible.

A hallmark of Holland & Knight’s work is that we act as a seamless extension of your team. We will provide timely updates to staff and respond to inquiries related to the advancement of your goals. Every member of our team is available 24/7 to answer any questions.

Below please find a chart that outlines the key leaders for our team.

Holland & Knight Advocate Name and Title	Role and Responsibilities	Time Commitment
Marci Rubensohn Senior Policy Advisor	<ul style="list-style-type: none"> Relationship Partner/ Primary Responsibility Party. Development of legislative package, meetings with local officials, local delegation, legislature and legislative leadership and Governor’s Office. Facilitating legislation through legislative process. Provide reporting and regular updates to Augusta staff and officials. 	135 Hours/Year
Robert Highsmith Partner	<ul style="list-style-type: none"> Meetings with legislative leadership and Governor’s Office. 	24 Hours/Year
Kevin Gooch Partner	<ul style="list-style-type: none"> Meetings with local staff and officials. 	12 Hours/Year

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.

Holland & Knight’s proposed timeline, based on the items in Augusta’s Scope of Work, is below. Please note that, given the variations in the legislative and regulatory process, this is only an estimate of what the exact effort would entail.

Date	Action
October, November and December 2024	<ul style="list-style-type: none"> • Holland & Knight provides a pre-legislative session report to the City and develop legislative priorities for the upcoming session. • Meet with delegation members, other state legislators and impacted state agencies to draft legislation.
January 13, 2025	<ul style="list-style-type: none"> • First day of legislative session for the Georgia General Assembly. • Advocate for the passage of the legislation contained in the City’s legislative priorities, and work to defeat legislation adverse to Augusta. • Host dinner for commissioners and senior staff and the legislative delegation in Atlanta. • Provide weekly reports to Augusta on the status of the legislative package and other relevant issues at the Capitol.
March/April 2025	<ul style="list-style-type: none"> • The Georgia General Assembly adjourns. Holland & Knight provides a post-legislative session report to the mayor, commission and staff shortly thereafter.

Date	Action
May – September 2025	<ul style="list-style-type: none">• Attend legislative meetings, conferences and events to maintain relationships with members of the General Assembly and to learn about local government issues that will be relevant in the upcoming legislative session.

Proof of our team's licensing status follows this page.

ATTACHMENT H

Lobbyist State Registration

Lobbyist Registration Application**State Ethics Commission**

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Lobbyists must pay a \$20 badge fee and a \$10 supplemental registration fee for each additional group.**Registration Year**

2025

Type of Registration ORIGINAL AMENDMENT RENEWAL**Lobbyist Identification**

Name (Last) Rubensohn (First) Marcia (Middle)

First Name for badge: Marcia Rubensohn Email Address: Marci.Rubensohn@hkllaw.com

Mailing Address (street) 1180 West Peachtree St, NW (Suite) suite 1800

City Atlanta State GA Zip 30309

Contact Phone (678) 576-4876

Lobbying on Behalf Of**Client # 1:**

Name City of Atlanta

Mailing Address (street) 55 Trinity Avenue SW (Suite) Suite 2400

City Atlanta State GA Zip 30303

Phone (470) 409-9931

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name The Coca-Cola Company

Mailing Address (street) One Coca-Cola Plaza NW (Suite)

City Atlanta State GA Zip 30313

Phone (404) 789-0425

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Trade (Wholesale/Retail)

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Holland & Knight LLP

Mailing Address (street) 1180 West Peachtree St (Suite) suite 1800
 City Atlanta State GA Zip 30309
 Phone (404) 817-8552

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 6:

Name Charter Communications Operating, LLC
 Mailing Address (street) 1925 Breckinridge Plaza (Suite) STE 100
 City Duluth State GA Zip 30093
 Phone (678) 226-3602

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Communication

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 7:

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 8:

Name City of Savannah

Mailing Address (street) 2 East Bay Street (Suite)

City Savannah Georgia State GA Zip 31405

Phone (912) 429-4084

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 9:

Name Verified Voting.Org, Inc.

Mailing Address (street) 1500 Chestnut St (Suite) #2320

City Philadelphia State PA Zip 19102

Phone (760) 804-8683

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 10:

Name Atlanta BeltLine, Inc.

Mailing Address (street) 100 Peachtree Street NW (Suite) Suite 2300
 City Atlanta State GA Zip 30303
 Phone (404) 477-3003

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Transportation

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 11:

Name The Classic Center Authority
 Mailing Address (street) 300 North Thomas Street (Suite)
 City Athens, Georgia State GA Zip 30601 -2627
 Phone (706) 208-0900

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 12:

Name Putnam County Board of Commissioners

Mailing Address (street) 117 Putnam Dr (Suite) Suite A

City Eatonton State GA Zip 31024

Phone (706) 485-5826

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Utilities

Name of state agency or agencies which applicant will lobby:

If applicant represents a membership group other than an agency or Corporation state the approximate number of members: 0

Client # 13:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 14:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW (Suite)

City Washington State DC Zip 20004

Phone (202) 552-2000

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 15:

Name Georgia Association of Voter Registrars and Election Officials

Mailing Address (street) 104 E Telephone St. (Suite)
 City Sylvania State GA Zip 30467
 Phone (770) 387-6012

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 16:

Name Schneider Electric
 Mailing Address (street) 455 Massachusetts Ave NW (Suite)
 City Washington State DC Zip 20001
 Phone (360) 982-3868

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 17:

Name Securitas Security Services USA, Inc.

Mailing Address (street) 4330 Park Terrace Dr. (Suite)

City Westlake Village State CA Zip 91361

Phone (818) 706-6800

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a membership group other than an agency or Corporation state the approximate number of members: 0

Client # 18:

Name CIM Atlanta Developer, LLC

Mailing Address (street) 4700 Wilshire BLVD (Suite)

City Los Angeles State CA Zip 90010

Phone (323) 860-4900

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Finance, Insurance, Real Estate

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification

State of Georgia, County of Fullerton

Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.

Verification of Sexual Harassment Policy: I, the undersigned lobbyist, verify that I have received the Georgia General Assembly Employee Sexual Harassment Policy as set forth in the Georgia General Assembly Handbook, have read and understand the policy, and agree to abide by the policy.

Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.

Marci Rubensohn

11/1/2024

Signature of Lobbyist

Date

*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.

**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.

Electronically submitted to State Ethics Commission on 11/1/2024 2:26 PM

Lobbyist Registration Application

State Ethics Commission

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Lobbyists must pay a \$20 badge fee and a \$10 supplemental registration fee for each additional group.

Registration Year _____ 2024	Type of Registration <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL
---	---

Lobbyist Identification

Name (Last) Rubensohn	(First) Marcia	(Middle)

First Name for badge: Marcia Rubensohn	Email Address: Marci.Rubensohn@hklaw.com	

Mailing Address (street) 1180 West Peachtree St, NW	(Suite) suite 1800	

City Atlanta	State GA	Zip 30309

Contact Phone (678) 576-4876	_____	

Lobbying on Behalf Of

Client # 1:

Name City of Atlanta	_____	
Mailing Address (street) 55 Trinity Avenue SW	(Suite) Suite 2400	

City Atlanta	State GA	Zip 30303

Phone (470) 409-9931	_____	

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other _____

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Emergent BioSolutions

Mailing Address (street) 1455 Pennsylvania Avenue NW (Suite)

City Washington DC State DC Zip 20004

Phone (561) 602-6785

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Holland & Knight LLP

Client # 7:

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 8:

Name Walton County Board of Commissioners

Mailing Address (street) Walton County Historic Courthouse (Suite) 111 South Broad Street

City Monroe State GA Zip 30655

Phone (770) 241-8961

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 9:

Name City of Savannah

Mailing Address (street) 2 East Bay Street (Suite) _____

City Savannah Georgia State GA Zip 31405

Phone (912) 429-4084

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 10:

Name Verified Voting.Org, Inc.

Client # 12:

Name The Classic Center Authority

Mailing Address (street) 300 North Thomas Street (Suite)

City Athens, Georgia State GA Zip 30601 -2627

Phone (706) 208-0900

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

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General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

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Client # 13:

Name Putnam County Board of Commissioners

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City Eatonton State GA Zip 31024

Phone (706) 485-5826

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Utilities

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 14:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 15:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW (Suite) _____
 City Washington State DC Zip 20004
 Phone (202) 552-2000

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification

State of Georgia, County of Fullerton

Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.

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Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.

Marci Rubensohn 1/8/2024
 Signature of Lobbyist Date

*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.

**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name The Coca-Cola Company

Mailing Address (street) One Coca-Cola Plaza NW (Suite) _____

City Atlanta State GA Zip 30313

Phone (404) 789-0425

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Trade (Wholesale/Retail)

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Lockheed Martin Corp.

Mailing Address (street) 2121 Crystal Drive (Suite) Ste. 100
 City Arlington State VA Zip 22202
 Phone (703) 413-6964

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 6:

Name Charter Communications
 Mailing Address (street) 400 Washington Blvd. (Suite) Unit 8C
 City Stamford State CT Zip 06902
 Phone (555) 555-5555

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Communication

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 7:

Name Holland & Knight LLP

Mailing Address (street) 1180 West Peachtree St (Suite) suite 1800

City Atlanta State GA Zip 30309

Phone (404) 817-8552

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 8:

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 9:

Name Walton County Board of Commissioners

Mailing Address (street) Walton County Historic Courthouse (Suite) 111 South Broad Street

City Monroe State GA Zip 30655

Phone (770) 241-8961

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 10:

Name City of Savannah

Mailing Address (street) 2 East Bay Street (Suite) _____
 City Savannah Georgia State GA Zip 31405
 Phone (912) 429-4084

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 11:

Name Verified Voting.Org, Inc.
 Mailing Address (street) 1500 Chestnut St (Suite) #2320
 City Philadelphia State PA Zip 19102
 Phone (760) 804-8683

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 12:

Name Atlanta BeltLine, Inc.

Mailing Address (street) 100 Peachtree Street NW (Suite) Suite 2300

City Atlanta State GA Zip 30303

Phone (404) 477-3003

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Transportation

Name of state agency or agencies which applicant will lobby:

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Client # 13:

Name The Classic Center Authority

Mailing Address (street) 300 North Thomas Street (Suite)

City Athens, Georgia State GA Zip 30601 -2627

Phone (706) 208-0900

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 14:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 15:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW (Suite)
 City Washington State DC Zip 20004
 Phone (202) 552-2000

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No
 General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 16:

Name Schneider Electric
 Mailing Address (street) 455 Massachusetts Ave NW (Suite)
 City Washington State DC Zip 20001
 Phone (360) 982-3868

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No
 General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 17:

Name CIM Atlanta Developer, LLC

Mailing Address (street) 4700 Wilshire BLVD (Suite)

City Los Angeles State CA Zip 90010

Phone (323) 860-4900

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Finance, Insurance, Real Estate

Name of state agency or agencies which applicant will lobby:

If applicant represents a membership group other than an agency or Corporation state the approximate number of members: 0

Client # 18:

Name Compass Pathways

Mailing Address (street) 44 W 37th Street (Suite) 7th Floor

City New York State NY Zip 10018

Phone (502) 296-1411

Type of Lobbying State State Agency Local (City/County) Vendor State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? Yes No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

Board of Pharmacy

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification

State of Georgia, County of Fullerton

Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.

Verification of Sexual Harassment Policy: I, the undersigned lobbyist, verify that I have received the Georgia General Assembly Employee Sexual Harassment Policy as set forth in the Georgia General Assembly Handbook, have read and understand the policy, and agree to abide by the policy.

Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.

Robert S. Highsmith

10/25/2024

Signature of Lobbyist

Date

*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.

**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.

Electronically submitted to State Ethics Commission on 10/25/2024 12:09 PM

Lobbyist Authorization Form

State Ethics Commission

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Registration Year	2024	
Robert S. Highsmith	is hereby authorized to lobby on behalf of:	
Full name of Lobbyist		
Caesars Enterprise Services, LLC		
Organization		
1 Caesars Palace Drive, Las Vegas, NV 89109	(702) 407-6240	
Organization Address	Phone Number	
Authorization		
I, Kelley Magdaluyo, do hereby swear (or affirm) that the foregoing information is complete, true, and correct to the best of my knowledge and belief pursuant to O.C.G.A. §§ 21-5-1, et. seq.; and 16-10-20.		
Kelley Magdaluyo		01/12/2024
Person Authorizing Lobbyist		Date

Electronically submitted to State Ethics Commission on 01/12/2024

D. Project Management

Responders are requested to provide the following:

a) describe how the project will be organized and managed;

Each year, Holland & Knight will work with City staff and officials to prepare your annual legislative agenda for Atlanta.

As an extension of your team, we will work closely with you to develop a strategic plan of action to advance each specific project and policy priority to achieve results. In this dynamic political environment, Holland & Knight understands that to be successful, it is essential to use a comprehensive approach that includes message development, coalition building, and communications to complement our advocacy efforts.

We would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:

- Consult with Augusta to gain a full understanding of your specific funding needs and policy priorities. We would want to understand the dynamics around the particular policy/funding priority, the issues/challenges we are trying to address, and successes that we could highlight on the issue. The goal would be to develop the “Augusta story” around the particular issue.
- Create messaging materials and briefing materials to describe Augusta’s initiatives. These materials are “living” documents that will be constantly refined based on new information/feedback we receive as the initiative unfolds.
- We will identify members of the General Assembly who can help us develop achievable legislative goals. Once we identify them, we will continue to meet with staff and members as often as necessary throughout our partnership.
- Develop forums to highlight Augusta’s work by partnering with high-level organizations that support the initiative and that can help garner legislative/media attention.

b) describe progress reporting procedures;

Holland & Knight provides weekly reports and weekly calls during the legislative session to provide updates on the status of the session and Augusta’s legislative priorities. Our reports are timely, useful – and rely on knowledgeable, solid sources. Our reports will include the status of legislative and administration developments; key progress on Augusta’s legislative, regulatory, and program funding priorities; and other developments relevant to achieving your priorities.

c) describe anticipated use of subcontractor and/or partnerships;

Holland & Knight does not plan to use subcontractors and/or partnerships for this assignment. If in the unlikely event we do need one, we will not hire a firm without Augusta’s consent.

d) complete Attachment C Contractors Reference and Release Form,

A completed Attachment C from Holland & Knight is enclosed with this proposal.

e) describe the resources necessary to accomplish the purpose of the project.

Holland & Knight has the resources necessary to accomplish the purpose of this project. They include:

Broad, Deep, Trusted Relationships. At Holland & Knight, we have significant, trusted relationships with members of both the state and federal governments. But it is not just the obvious relationships with committee chairmen/ranking members, the majority and minority leaders, department secretaries, and the agency directors that get things done in Atlanta.

Holland & Knight advocates know better: Although we do have great relationships with the well-known “movers and shakers,” and introduce them to our clients, our advocates also know that many decisions in the General Assembly and agencies are made at the staff level. Our extensive relationships come from the fact that, not only are many of these individuals former colleagues, but also because we know our clients’ issues and understand how to translate them into action. Our contacts rely on us to get them information before they have even asked for it. We are seen as a “go-to” resource for legislative concepts, potential speakers, and roundtable ideas.

But the premium we place on relationships isn’t just about our contacts in Atlanta – or even Washington, D.C. It’s also about our relationships with our clients, many of whom we have served for decades. Our clients know that we work aggressively for them – always thinking about how to position them for new opportunities and working to represent their interests. They know that we will fight for them every day and we value their trust.

Proactive, Strategic Initiatives. At Holland & Knight, we pride ourselves on creating advocacy efforts that are innovative, strategic and creative. We develop strategies that are tailored to the unique needs of our local government client and its team. Equally important, we don’t wait for you to reach out to us – we come to you. We are regularly in touch with information, ideas, and opportunities.

A Record of Results. An effective advocate delivers results for clients. We realize that, as a local government, Augusta’s hiring of a lobbyist is an investment. Holland & Knight believes that you should have a return on that investment, and we are committed to working with you to get results.

E. Scope of Services

Assisting the Commission and Senior Staff in the formation of Augusta, GA's State funding and annual legislative policy agenda. This includes identifying creative funding solutions in the form of demonstration projects, special projects, earmarks, and other-directed funding for Augusta's priority areas and providing guidance and talking points for advocacy.

As stated previously, Holland & Knight would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:

- Consult with Augusta to understand your specific funding needs and policy priorities. We would want to know the dynamics of the particular policy/funding priority, the issues and challenges we face, and the successes that we could highlight on the issue. The goal would be to develop the "Augusta story" around an issue.
- Create messaging materials and briefing materials to describe Augusta's initiatives. These materials will be refined based on new information we receive as the initiative unfolds.
- We will identify members of the General Assembly who can help us develop achievable legislative goals. Once we identify them, we will continue to meet with assembly staff and members as often as is necessary throughout our partnership.
- Develop forums to highlight Augusta's work by partnering with high-level organizations that support the initiative and that can help garner legislative or media attention.

Areas of interest include economic and community development, brownfield redevelopment, transportation & infrastructure (including smart technology) public safety, workforce development, energy and water.

Holland & Knight advocates are well versed in these policy areas, and can help Augusta achieve its goals in them. We have strong relationships with the Department of Community Affairs and have successfully worked with the Department of Community Affairs on low-income housing tax credit regulations and funding. We work closely to the Georgia Environmental Protection Division to assist with permitting issues and questions. We have successfully worked with the Department of Transportation on local project permitting and funding.

Explaining and promoting Augusta's legislative agenda to elected officials, agency heads, and relevant decision makers, including the Augusta Delegation.

Holland & Knight will actively and aggressively advocate for Augusta to advance its priority issues. As part of this advocacy, we will engage with elected officials, agency heads, and decision makers to discuss your priorities, respond in a timely basis to inquiries and concerns, and gather behind the scenes information and intelligence on challenges and opportunities.

Attendance as requested by Commission via the County Administrator at select Commission meetings, boards, public hearings, and/or other committees that do not conflict with legislative sessions.

We recognize the importance of attending, presenting and participating in meetings and discussions in Augusta, and have been – and will continue to be – available to participate in meetings in Augusta. Many of our local government clients prefer that our team is **not** based locally because it ensures that our team does not engage in the local politics. Instead, we focus on the state legislative priorities that have been established by the local government and communicated to our team.

In-person presence at the State Capitol during Georgia General Assembly’s active sessions.

Holland & Knight advocates are at the State Capitol every day during the legislative session, both when the General Assembly is convened and on committee meeting days. We routinely cover both the House and Senate committees. The following chart illustrates Holland & Knight’s relationships with committees in the General Assembly:

<p>Georgia House Committees</p>	<p>Appropriations; Budget and Fiscal Affairs Oversight; Economic Development and Tourism; Energy, Utilities and Telecommunications; Governmental Affairs; Health and Humans Services; Insurance; Intragovernmental Coordination; Judiciary; Judiciary Non-Civil; MARTOC; Regulated Industries; Rules; Transportation; Ways & Means.</p>
<p>Georgia Senate Committees</p>	<p>Administrative Affairs; Appropriations; Assignments; Economic Development; Finance; Government Oversight; Health and Human Services; Insurance and Labor; Judiciary; MARTOC; Natural Resources and the Environment; Regulated Industries and Utilities; Rules; State and Local Government Operations; Transportation.</p>

We attend relevant study committee meetings in the interim. We also engage with the state agencies (such as the Department of Transportation, the Department of Community Affairs the Department of Revenue) on local government policy issues.

Attendance and oral or written representation for relevant legislative sessions, committee meetings and working groups.

To ensure that we function as a seamless part of Augusta’s team, Holland & Knight will continue to be available to provide information about relevant legislative sessions, committee meetings and working groups. We also will continue to provide weekly legislative reports throughout the legislative session so that ongoing communication, information flow, and accountability are maintained.

Assist the county in the drafting of legislation, amendments, correspondence, exhibits, and testimony, as necessary. Monitoring bills on a real-time basis, submitting reports to inform Augusta of developments coming from the State Government that impact Augusta-Richmond County at the frequency of:

- **Weekly during any state legislative sessions**
- **Monthly outside of state legislative sessions**
- **As necessary for time sensitive information**

Holland & Knight can help Augusta on technical matters. We will draft legislative language, reports, and other written materials to advance your legislative program. We will assist you in advancing your priorities to ensure that legislative proposals and technical documents are crafted to take in account issues from both sides of the aisle.

Marci Rubensohn, your proposed Holland & Knight team leader, has extensive experience reviewing and monitoring legislation that would affect a government such as Augusta. She will monitor legislation daily to ensure that City officials are aware of bills that would impact government operations.

Holland & Knight can provide insightful and complete legislative analyses for Augusta. Throughout the legislative session, we will prepare a weekly written report of all relevant legislation to keep officials informed of our progress.

In November and December, we will provide a pre-legislative session report to Augusta. In April, we provide a post-legislative session report to the mayor, commission and staff.

Holland & Knight also provides other ways to communicate our progress with Augusta's agenda. Throughout the legislative session, we communicate more frequently through calls and emails. This approach allows us to understand your evolving needs and priorities, making us more effective in representing you.

If selected, Holland & Knight can tailor these updates to meet your schedule and needs. We offer this because close communication among our team members and our clients is a hallmark of Holland & Knight's work.

In fact, we encourage you to reach out to us beyond scheduled calls because we know that important issues arise beyond the normal workday. This way, you feel a part of our day-to-day advocacy efforts and are always up to speed on our activities and progress.

Informing Augusta representatives of pending legislation that will have positive or negative consequences for Augusta.

Holland & Knight monitors all legislative and regulatory activity that affects our clients at both the federal and state level – and acts accordingly if there is an opportunity or threat from it.

At the state level, Holland & Knight advocates are at the Capitol every day during the legislative session. We are there both when the General Assembly is convened and on committee meeting days. We routinely cover both the House and Senate committees that hear legislation pertinent to local government. We attend relevant study committee meetings in the interim and engage with the state agencies (e.g., the Department of Community Affairs and the Department of Revenue) on local government policy issues.

We maintain a similar watch at the federal level. In addition to using standard databases, such as Bloomberg Government (BGov), Politico Pro, and *National Journal*, we often get our best information through discussions with members of Congress and staff, key committee members and staff, House and Senate leadership, and administration officials.

At both levels, Holland & Knight clients receive timely reports that include notes from our conversations and/or the hearings, hearing transcripts and relevant media stories.

Our team checks in with the members of the Augusta legislative delegation regularly during the legislative session to share our positions on pending legislation.

Maintaining close contact with the Augusta Board of Commissioners, the Augusta Delegation, other State legislators, agencies, and officials concerning Augusta's legislative interests.

If selected, you will receive information from your Holland & Knight team as quickly and thoroughly as you would from a member of the City's staff. Marci Rubensohn, your proposed Holland & Knight team leader, tracks legislation on a daily basis, and promptly shares relevant information with the representative identified as her point-of-contact with Augusta. While Augusta's designee will serve as the regular point-of-contact and the person who provides formal direction to the lobbying team, Ms. Rubensohn will discuss legislative issues or priorities with all members of the commission.

Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.

As noted previously, being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that Augusta needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We are based in Atlanta, but we travel throughout the state and even around the country when the General Assembly is not in session to meet with lawmakers and attend relevant study committee meetings and legislative conferences.

We have a long-term relationship with Governor Brian Kemp and with several key members of his policy staff. Robert Highsmith, a proposed member of your Holland & Knight team, served as general counsel to then-Gov. Sonny Perdue.

F. Financial Stability

Holland & Knight is a limited liability partnership (LLP). As such, our firm financials are proprietary and confidential.

In general, we can disclose that as one of the largest law firms in the United States, Holland & Knight has the staffing, stability and resources to complete this engagement effectively and efficiently. The following figures for Holland & Knight have been published in *The American Lawyer* magazine:

Year	Gross Revenue	Revenue per Lawyer	Net Operating Income	Profits per Partner
2023	\$1.849 billion	\$1.081 million	\$627.01 million	\$1.182 million
2022	\$1.54 billion	\$1.065 million	\$568.7 million	\$1.163 million
2021	\$1.4025 billion	\$1.007 million	\$467.5 million	\$1.102 million

Representative Experience

Local Government Procurement

- Assisted a global electric company to procure energy performance contracts for several cities in Georgia
- Assisted a Kentucky-based housing development company to obtain approval for affordable housing projects in Georgia
- Assisted with the creation of a new tax district to authorize the collection of \$100 million in revenue

Georgia General Assembly

- Represented a large metropolitan city to successfully extend the term of the city's infrastructure sales tax and create a new sales tax economic development tool
- Represented a large, consolidated government to create a new sales tax to fund the construction of a new arena
- Successfully represented an aerospace aircraft manufacturer to create a new income tax credit
- Represented a coastal city to successfully create and procure funds for the city's information technology and logistics corridor
- Represented a growing county to procure funding for a reservoir project
- Represented a coastal city to successfully increase its hotel/motel tax rate
- Updated the Land Bank Authority Act to provide greater authority and flexibility for local land banks
- Successfully passed legislation granting operating and management authority to a local utility authority

Recent Honors & Awards

- Top 25 Lobbyist, *James Magazine*
- Top 10 Female Lobbyists, *James Magazine*

Education

- Emory University School of Law, J.D.
- Emory University, B.A., Political Science and Spanish

Bar Admissions/Licenses

- Georgia

Robert S. Highsmith Jr.



Partner

Atlanta

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robert.highsmith@hklaw.com

Practices

Public Policy & Regulation | Energy | Federal Budget and Appropriations | Communications | Public-Private Partnerships | State Capitals | Government Representation | Political Law | Tax-Advantaged Project Finance | Alcohol Beverage | Risk and Crisis Management | Federal and State Energy Regulation | Solar Energy | Midstream

Robert S. Highsmith Jr. practices regulatory and administrative law, public policy litigation, government contracting, and government relations.

Mr. Highsmith represents diverse large corporate and governmental clients in contested matters, large transactions, and government affairs before myriad Georgia state and local governmental agencies, including the Public Service Commission, Department of Community Health, Department of Insurance, Department of Revenue, the General Assembly, and the City of Atlanta. He also advocates before Georgia's congressional delegation.

Mr. Highsmith has extensive experience advocating client regulatory and policy interests across a wide range of substantive areas, including:

- natural gas and energy
- healthcare
- government procurement
- tax incentives and economic development
- government investigations
- transportation
- insurance
- alcohol beverage regulation
- federal and state appropriations

He routinely handles a wide range of matters, including:

- administrative litigation
- regulatory policy
- bid protest and procurement litigation
- internal investigations
- State Attorney General investigations
- taxation
- tax incentives for economic development
- legislative lobbying
- campaign finance and election law compliance

Mr. Highsmith also has an active public policy litigation practice, with a focus on state constitutional issues, regulatory appeals, and election law. His recent matters include:

- representing a large natural gas utility in multiple contested matters before the Georgia Public Service Commission
- leading negotiations on behalf of a major Atlanta sports franchise for the renovation of the team's home arena
- leading a multidisciplinary team designing and implementing the largest economic development incentive transaction in Georgia history, more than \$1 billion, on behalf of a national real estate developer for a \$5 billion mixed-use project. Mr. Highsmith conceived, wrote, and lobbied for the passage of the enabling state statute, advocated during contested and heavily politicized proceedings before the Atlanta City Council, and appeared as lead developer counsel in judicial bond validation proceedings
- serving as lead litigation counsel to one of Georgia's largest hospital systems opposing efforts to subject the system to asymmetric and anticompetitive disclosure regulation
- leading the lobbying team that stopped a state takeover of Hartsfield-Jackson Atlanta International Airport in 2018 and 2019
- leading the legal team negotiating with the State of Georgia on behalf of a Class 1 railroad for the lease of a major state-owned rail line
- successfully defending two large governmental authorities against alleged violations of government transparency laws
- several State Attorney General investigations
- serving as outside General Counsel to the Metropolitan Atlanta Rapid Transit Authority (MARTA)

Mr. Highsmith served as an executive counsel to Sonny Perdue when Perdue was Georgia's governor. As Perdue's lead legislative lawyer, Mr. Highsmith drafted and lobbied for Perdue's legislative package each year. He also advised Perdue on the full gamut of executive legal matters, including the state budget process, government procurement, transportation funding, water resource planning, and redistricting litigation. Mr. Highsmith serves on Gov. Brian Kemp's Judicial Nominating Commission (JNC), which recommends judicial appointments statewide to the governor. He is the only member to have also served on the JNC under former Govs. Nathan Deal and Sonny Perdue.

Having also served as outside counsel for two Georgia governors and several other Georgia elected officials, Mr. Highsmith is among Georgia's foremost authorities on governmental ethics, open records and transparency, campaign finance, and election law. He formerly served on the State Ethics Commission, a quasi-judicial body with statewide jurisdiction over ethics issues involving public officials, lobbyists, and state vendors, as an appointee of former Gov. Roy Barnes.

Mr. Highsmith previously served as assistant general counsel to the Georgia Republican Party, chief of staff to the Republican Caucus of the Georgia House of Representatives, and policy director to the 1998 Republican nominee for governor of Georgia.

Recent Honors & Awards

- *The Best Lawyers in America* guide, Atlanta Government Relations Lawyer of the Year, 2016, 2018, 2020
- *The Best Lawyers in America* guide, Government Relations Practice, 2008-2020
- Martindale-Hubbell AV Preeminent Peer Review Rated

Memberships

- Governor's Judicial Nominating Commission, consisting of judges and lawyers who recommend judicial appointments statewide to the Governor, 2006-Present
- Atlanta Housing Authority, Commissioner, 2017-Present
- Lawyers Club of Atlanta
- State Bar of Georgia

Education

- University of Georgia School of Law, J.D.
- Yale College, B.A., English

Bar Admissions/Licenses

- Georgia

Court Admissions

- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the Northern District of Georgia
- U.S. District Court for the Middle District of Georgia
- All State Courts in Georgia

Kevin A. Gooch



Partner

Atlanta

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Kevin.Gooch@hklaw.com

Practices

Financial Services | Financial Services Regulations | Private Equity | Emerging Companies | Entertainment Law | Private Credit

Kevin A. Gooch focuses his practice on representing financial institutions, non-bank lenders, corporate borrowers and private equity funds in complex finance and restructuring transactions. These include syndicated credit facilities, bilateral loan transactions, acquisition financings, asset-based financings and notes offerings. In connection with these transactions, he drafts and negotiates loan documentation, including credit agreements, security agreements, pledge agreements, promissory notes, resolutions and legal opinions.

Mr. Gooch has represented various clients in more than \$20 billion of financing and restructuring transactions. In addition, he has significant experience advising publicly traded borrowers and healthcare clients on credit facilities and secured loans.

In addition to his work on finance and restructuring transactions, Mr. Gooch has extensive experience working with entrepreneurs and emerging growth companies in all phases of their business life cycles. These range from company formation to helping his clients raise capital through initial seed funding, later stage rounds and managing other legal risks.

Before joining Holland & Knight in 2020, Mr. Gooch was a transactional attorney for a multinational law firm in its Atlanta office. He focused on finance transactions and other corporate matters.

In addition, Mr. Gooch serves as a guest lecturer in “Deal Skills” at the University of Georgia School of Law on an annual basis. Mr. Gooch also is the moderator and host of “Let’s Talk Leadership” series for the 100 Black Men of Atlanta Inc., where he interviews C-suite executives about their leadership journey.

Representative Experience

Financial Services Matters

- Advise clients on strategic alternatives and the impact of such alternatives on their outstanding debt obligations
- Represented clients in nearly \$1 billion of lending transactions
- Represented one of the largest franchisees of a fitness company in obtaining and maintaining a credit facility in excess of \$100 million

Business Operations Transactions

- Represented a medical devices company in all aspects of legal representation relating to its business operations, including corporate governance matters, separation of one of the former C-suite executives and acquisition of a competitor
- Represented a materials company in all aspects of legal representation relating to its business operations, including overseeing employment matters, equity issuances and a variety of other matters
- Represented a food logistics company in all aspects of legal representation relating to its business operations, including equity issuances, litigation management and contract drafting and analysis

Recent Honors & Awards

- *The Best Lawyers in America* guide, Banking and Finance Law, 2025; Commercial Finance Law, 2025
- Georgia 500, Professional Services, *Georgia Trend*, 2022
- Atlanta 500 Most Powerful Leaders: Professionals, *Atlanta Magazine*, 2021-2023

Current Memberships

- State Bar of Georgia
- University of Georgia Alumni Association, Board of Directors, 2019-Present
- Emory Center for Ethics, Emory University, 2020-Present

Education

- University of Georgia School of Law, J.D., *cum laude*
- Emory University, B.A., Philosophy and Political Science

Bar Admissions/Licenses

- Georgia



Commission Meeting

February 4, 2025

Inclement Weather/Emergency Condition

Department:	N/A
Presenter:	N/A
Caption:	Receive as information an update to Administrative Rule 11, Augusta Inclement Weather/Emergency Condition Administrative Rule.
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

Augusta Inclement Weather/Emergency Condition Administrative Rule

1. **Statement of Purpose:** The purpose of this Administrative Rule is to establish guidelines for the operation of the government during inclement weather and emergency conditions and clarify the compensation for employees carrying out essential governmental services during delayed business operations.
2. **Operation of Government During Inclement Weather/Emergency Condition**
 - 2.1. The Administrator, in conjunction with the Mayor and EMA Director, will determine the status of the operation of the government in the event of inclement weather or other emergency situation.
 - 2.2. The EMA Director in the course of the operation of the Emergency Management Agency will consult with the necessary agencies as to the status of the weather/emergency condition and its impact on roadways, trees, electricity, etc.
 - 2.3. If the EMA Director deems that there is inclement weather/emergency condition that will have a hazardous or safety impact on normal government operations, the Director will notify the Administrator.
 - 2.4. The Administrator will, based upon the information conveyed by the EMA Director, determine whether the government will operate under normal business hours or delayed business hours.
 - 2.5. The Administrator will relay his/her decision to the Mayor and Augusta Commission.
 - 2.6. Administration will notify Department Directors and employees through the established communication channels (e.g., email, text, Employee Hotline, etc.) ~~place the status of the operation of the government on the Information Line.~~
 - 2.7. Administration will notify the media of the hours of operation of the government.
3. **Personnel Reporting to Work During Inclement Weather/Emergency Conditions**
 - 3.1. Group I Emergency Personnel
 - Emergency Management Agency Personnel
 - Administration
 - Administrator
 - Deputy Administrator(s)
 - Designated Department Directors
 - Department Directors, as designated by the Administrator, must report to determine needed personnel in accordance with the departmental emergency operation plan. Administration will notify Designated Department Directors of the need to report based on the circumstances of the inclement weather.

- Sheriff's Office Personnel (as designated by Richmond County Sheriff's Office policies and procedures)
~~Personnel designated in accordance with Richmond County Sheriff's Office Policy and Procedure.~~
- Fire Department Personnel (as designated by Fire Department policies and procedures)
~~Personnel designated in accordance with Fire Department Emergency Operation Procedures.~~
- E911 Emergency Communications Personnel (as designated by E911 policies and procedures)
~~Personnel to report in accordance with 911 Emergency Communication Operation plan.~~
- Marshal's Office Personnel (as designated by Richmond County Marshal's Office policies and procedures)
~~Personnel to report in accordance with Marshal Department and Emergency Operation Personnel procedures.~~

Group I Emergency Personnel must report to work regardless of the nature of the weather or emergency conditions unless a bona fide reason for not reporting is provided. Failure to report or provide a bona fide reason for non-report will be addressed in accordance with the Augusta Progressive Discipline Policy.

3.2. Group II Non-Emergency Personnel

~~Non-Emergency Personnel as Assigned by the Group I Designated Department Directors~~

Group I Designated Department Directors will ~~assign the~~ determine which personnel are needed for the operation of the government or the carrying out of government services during delayed business hours. Depending upon the nature of the inclement weather or emergency condition, these departments will then assign the personnel needed to report ~~determine the personnel required for the purposes of government operation.~~

Group II Non-Emergency Personnel who are notified that they are required to report to work during delayed hours must do so unless a bona fide reason for not reporting is provided. Failure to report or provide a bona fide reason for non-report will be addressed in accordance with the Augusta Progressive Discipline Policy. ~~Group II Personnel that do not report to work and that do not provide a valid reason for non-report will be disciplined in accordance with the Augusta Progressive Discipline Policy.~~

4. Compensation

- 4.1. Provided that funding ~~has been approved by the Commission~~ is available (as determined by the Administrator) or the needed additional funding is approved by the Commission, all salaried (exempt and non-exempt) employees who are willing and able to report to work will be placed on paid Administrative Leave for any delayed operational hours observed by Augusta, Georgia.

- 4.2. Provided that funding ~~has been approved by the Commission~~ is available (as determined by the Administrator) or the needed additional funding is approved by the Commission, all Group I Emergency Personnel and Group II Non-Emergency Personnel, other than essential twenty four hour operations personnel, reporting to who work during delayed operational hours will also be paid their regular rate of pay for actual hours worked in addition to the Administrative Leave pay. Non-exempt employees will be paid overtime (time and a half) for actual hours worked over their overtime threshold.
- 4.3. ~~Essential twenty four hour operations personnel who are required to work during delayed operational hours shall receive Comp. Time equivalent to the number of hours actually worked.~~
- 4.4. Group I Emergency Personnel and Group II Non-Emergency Personnel who do not report to work at their scheduled time and have provided a valid reason for non-reporting will have these hours deducted from their vacation leave. If the employee does not have any vacation time available, he/she will receive those hours off without pay.
- 4.5. Employees that are scheduled to be off of work, either according to their regular schedule or on leave (including vacation, sick, workers' compensation, FMLA, leave without pay, etc.), on a work day with delayed operation hours for personal reasons, including vacation, sick, workers' compensation, FMLA and LWOP, will not receive Administrative Leave pay for the delayed operation hours because such employees were not willing and ready to report to work.
- 4.6. Employees that are away on training or administrative leave with pay during inclement weather will not have these hours charged against their vacation accruals because they were not regularly scheduled to report to their Augusta worksite.
- 4.7. Once a regular schedule is declared by Administration, all employees must return to work or take appropriate and approved leave.
- 4.8. Employees who are dismissed early due to the official closure of the government are to be paid for the workday.
- 4.9. Employees leaving early due to inclement weather when no official closure has been announced will be charged accrued leave.
- 4.10. Each Department will be responsible for maintaining proper leave records.

Tameka Allen, Administrator

Date



Commission Meeting

Meeting Date: February 4, 2025

AO EMA Director

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve the reclassification of the EMA Deputy Director position to an EMA Director, at a salary grade 31, and allocate contingency for the additional salary.
Background:	On January 7, 2025, the Augusta Commission approved to hire a certified EMA Director for Augusta-Richmond County and tasked the Human Resources Department to begin search protocol. As the percent of increase of the reclassification is above the Administrator's approval, it requires Commission approval.
Analysis:	The current EMA Deputy Director position is a salary grade 24, which has a minimum starting salary of \$59,820. After Human Resources review and research, the recommended salary grade is grade 31, which has a minimum starting salary of \$93,455.
Financial Impact:	If approved, funding for the difference in salary grades will be funded for 2025 from contingency and included in the General Fund for 2026.
Alternatives:	N/A
Recommendation:	Motion to approve the reclassification of the EMA Deputy Director position to an EMA Director, at a salary grade 31, and allocate contingency for the additional salary.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta – Richmond County

Job Description

Approved Title: Director, Emergency Management **Job Code:** _____ **FLSA Classification:** Exempt
Working Job Title: Director, Emergency Management **Pay Grade:** 31 **Date Revised:** New
Department: Emergency Management **Original Date Prepared:** January 13, 2025
Reports to: Mayor
Does the Position Have Direct Reports? Yes No
If Yes, What is the Title of the Position that Reports to this Position: EMA Specialist
Is this Position Safety Sensitive? Yes No

GENERAL SUMMARY: Responsible for Augusta, Richmond County emergency/disaster management. Identifies, evaluates, and establishes planning, development, and implementation of strategies for emergency/disaster management, including mitigation, preparedness, response, and recovery, within the guidelines of state, federal and local government ordinances. Reports to the Mayor and works with federal, state, and law enforcement agencies, other directors, emergency personnel, local elected officials, civic organizations, businesses, emergency management officials, and the public to provide fire department emergency/disaster management services.

KEY RESPONSIBILITIES AND PERFORMANCE STANDARDS	
Percentages	TYPICAL CLASS ESSENTIAL DUTIES:
20%	Consults with officials of local and area governments, schools, hospitals, and other institutions to determine their needs and capabilities in the event of a natural disaster or other emergency. Investigates total emergency readiness and modifies or implements new programs to enhance readiness capability.
20%	Coordinates with community officials and other department directors as necessary to ensure the effective administration of the emergency management program. Manage the Local Emergency Planning Committee (LEPC), under the criteria established by the Environmental Protection Agency’s (EPA) SARA Title II program.
15%	Coordinates the City's emergency management efforts and response measures with those at the federal, state and county levels and adjacent jurisdictions, serving as primary point of contact. Formalizes and updates mutual aid agreements and contracts with emergency response and private sector partners.
15%	Manage the Citizens Emergency Response Team Grant Program (CERT), which includes development of CERT Team’s and their databases, scheduling of classes, management of volunteers, and managing the liaison of the teams during activation of the Emergency Operations Center. Coordinates, develops, and implements the Emergency Operations Plan (EOP) for Augusta, Richmond County and updates at least annually; develops, coordinates, and manages emergency/disaster exercises.
10%	Ensures proper inspection and maintenance of facilities and equipment, such as the Emergency Operation Center (EOC), emergency shelters, and communications equipment, to determine their operational and functional capabilities in emergency situations. Review emergency plans of individual organizations, such as medical facilities, to ensure their adequacy. Monitor the Hazard Mitigation Plan (HMP) and HMP Planning Committee Events.
10%	Develops and sustains the Local Emergency Operations Plans (LEOPs) and SOPs to ensure ability of the agency to respond to various types and degrees of disaster which may affect the community. Attends meetings, conferences, and workshops related to emergency management to learn new information and to develop working relationships with other emergency management specialists. Participates in projects to support and improve government-wide disaster preparedness response.
10%	Presents status reports during an emergency/disaster that describe response and recovery efforts, needs, and preliminary damage assessments. Formulates, conducts, and maintains a jurisdictional hazard analysis.
As Required	Performs other duties of a similar nature or level.

100% Total: 100 (This section’s percentage must total 100%).

POSITION SPECIFIC RESPONSIBILITIES MAY INCLUDE:

- Operating/driving Mobile Command Post Vehicle

REQUIRED MINIMUM QUALIFICATIONS:

Education: Bachelor's Degree in Emergency Management, Fire Sciences, Homeland Security, Public Administration or similar field of study.

Experience: Five (5) years minimum work experience in emergency management, military emergency operations, disaster planning for public administration in comparable size department/city.

Knowledge/Skills/Abilities:

- Knowledge of federal, state and local regulations concerning the four phases of Emergency Management and the National Incident Management Systems (NIMS).
- Considerable knowledge of emergency services (i.e., law enforcement, fire department, hazardous materials team, etc.) and management practices.
- Knowledge of Continuity of Operations (COOP) and Continuity of Government (COG) practices.
- Knowledge of governmental budgeting processes, grant application and reporting requirements
- Proficiency in planning, supervising, communicating, and implementing emergency procedures.
- Demonstrated ability to work independently
- Ability to resolve complex issues in a timely and complete manner
- Effective communication skills, both written and oral
- Skilled in developing short- and long-range plans.
- Ability to deliver presentations or speeches to a private or public audience.

Certification:

- GEMA Certified Emergency Manager Certification preferred or obtained within 6 months of employment.
- National Incident Management Systems (NIMS) Certification within 9 months of employment
- GEMA Advanced Emergency Management level certification within two (2) years of employment.

Licensing:

- Possession of a valid driver's license with good driving history. If State license is other than Georgia or South Carolina, applicant must obtain a license in Georgia or South Carolina within 30 days of employment.

OTHER:

Does this position require staff call up in an emergency situation? Yes No

Is travel from office to other locations required of this position? Yes No

If yes, what is the percentage of travel involved? Less than 50%? Yes No More than 50%? Yes No

PERFORMANCE APTITUDES:

- **Physical Abilities:** Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching, crawling, and climbing ladders, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).
- **Sensory Requirements:** Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, taste, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.
- **Environmental Factors:** Although the work environment is primarily an indoor office work area, performance of essential functions may require exposure to adverse environmental conditions or stressful situations during disasters and emergencies.

FINANCIAL RESPONSIBILITY:

Is this position involved in a budgetary or financial approval responsibility? Yes No

If yes, please indicate size of budget or financial approval responsibility in annual dollar amount: \$ _____

TRAINING & SUPERVISORY RESPONSIBILITY:

How many people are being supervised or trained? None

One staff Yes No Two to five staff Yes No Six to ten staff Yes No More than ten staff Yes No

The preceding job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to this job.

REVIEW/APPROVALS

Employee (Print Name)

Employee Signature

Date

Administrator

Date

Classification & Compensation Manager

Date

Human Resources Director

Date

DRAFT



Commission Meeting

February 4, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A