

ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, May 13, 2025 1:15 PM

ADMINISTRATIVE SERVICES

- **1.** Motion to **approve** the April 29, 2025 Committee meeting minutes.
- **2.** Motion to approve amendment for Antioch Ministries, Inc, HOPWA Agreement for additional funds to support the rehabilitation of the Community Residence.
- 3. Motion to approve the lease of two sewer vacuum trucks from Environmental Products Group for use by Engineering Department Stormwater Utility Division at a total cost of \$1,051,993.20 under a 48-month lease contract. (ITB 24-202)
- **4.** Motion to **approve** to re-establish the Public Works Department, tasked with consistent maintenance of public green spaces, roadways, rights-of-way, other county-owned properties, and related services throughout Augusta-Richmond County. (**Requested by Mayor Garnett Johnson**)
- 5. Motion to approve HCD's request to loan HOME- American Rescue Plan, in the amount of Nine-Hundred and Sixty Thousand Dollars (\$960,000.00), for the construction of E.W. Estates in partnership with Woda Cooper Development, Inc. (part of Woda Cooper Companies, Inc.) and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCA) Low Income Housing Tax Credit Project only, within the Commission approved Sand Hills Revitalization area. (Deferred from the March 25, 2025 meeting)
- **<u>6.</u> Mr. Lawrence A. Brannen** requesting a change on the current "Firefighter I New Recruit" employment application.
- 7. Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 25-129 Landscape Maint. Service
- Approve the request for the Building Automation Service and Mechanical Service Agreements
 Year 1 in the total amount of \$580,670.97 by Trane Company. (RFQ18-164)
- **9.** Motion to approve Chief Judge supplement, locality pay, and fringe benefits for Superior Court Judges for remainder of FY2025 to implement compensation plan under House Bill 85, pending signature of House Bill 85 by the Governor.
- **10.** Chandran Bala regarding County Administrator, delay in advertised positions and no response to similar position.
- **<u>11.</u>** The Phalonda Yvette Howard Project and petition for improvement to the Diamond Lake Park.



Administrative Services

May 13, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the April 29, 2025 Committee meeting minutes.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A

ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber Tuesday, April 29, 2025 1:10 PM

Present:

Commissioner Don Clark, member Commissioner Tina Slendak, member Commissioner Tony Lewis, member Mayor Garrett Johnson Mayor Pro Tem Wayne Guilfoyle Commissioner Stacy Pulliam Commissioner Jordan Johnson Commissioner Francine Scott

Absent:

Commissioner Brandon Garrett, member

ADMINISTRATIVE SERVICES

1. Motion to **approve** bid #25-144 for the purchase of one 2025/2026 Vacuum truck and full four-year maintenance, at a total cost of \$542,823.88 from Jet-Vac Equipment Company, LLC of Atlanta, GA for the Utilities Department – Fort Gordon Division.

Motion to approve.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis and Slendak

Motion carried 3-0

2. Motion to approve bid #25-151 for the purchase of three 2025/2026 Service Truck, Enclosed Utility Style at a total cost of \$402,291.00 from Ring Power Corporation for the Utilities Department – Construction Division.

Motion to approve

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis and Slendak

Motion carried 3-0

3. Mr. Lawrence A. Brannen requesting a change on the current "Firefighter I New Recruit" employment application.

Mr. Brannen was a no-show for the meeting.

4. Motion to **approve** the lease of two sewer vacuum trucks from Environmental Products Group for use by Utilities Department Construction and Maintenance Division at a total cost of \$1,051,993.20 under a 48-month lease contract. Bid #24-202

Motion to approve

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis and Slendak

Motion carried 3-0

5. Receive as information an update from Marci Rubensohn, State lobbyist with Holland & Knight, regarding the 2025 Legislative Session.

Receive as information without objection.

6. Receive as information a summary of research findings regarding Commission Assistant positions in other jurisdictions.

Motion to delete.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis and Slendak

Motion carried 3-0

7. Motion to **approve** the establishment of an Opioid Advisory Committee tasked with addressing the opioid crisis in the community and providing recommendations for the distribution and allocation of opioid settlement funds. (**Requested by Mayor Garnett Johnson**)

Motion to approve and committee appointments are subject to the Commission's Rules of Procedures regarding making appointment(s) to its various Boards, Authorities and Commissions.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis, Slendak

Motion carried 3-0

8. Consider request from Solicitor General Omeeka Loggins to approve converting two (2) parttime Assistant Solicitor-General positions back to (1) full-time ASG position that it was originally.

Motion to approve.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis, Slendak

Motion carried 3-0

9. Motion to **approve** to re-establish the Public Works Department, tasked with consistent maintenance of public green spaces, roadways, rights-of-way, other county-owned properties, and related services throughout Augusta-Richmond County. (Requested by Mayor Garnett Johnson)

Motion to refer to next committee meeting.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

10. Motion to approve HCD's request to loan HOME- American Rescue Plan, in the amount of Nine-Hundred and Sixty Thousand Dollars (\$960,000.00), for the construction of E.W. Estates in partnership with Woda Cooper Development, Inc. (part of Woda Cooper Companies, Inc.) and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCA) Low Income Housing Tax Credit Project only, within the Commission approved Sand Hills Revitalization area. (Deferred from the March 25, 2025 meeting)

Motion to refer to next Commission meeting.

Motion made by Clark and seconded by Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

11. Receive as information the emergency request for repairs to damages sustained during Hurricane Helene to several facilities as assessed by FM Global in the amount of \$154,280.00 by Horizon Construction & Associates.

Motion to refer to next Commission meeting without recomendation.

Motion made by Clark and Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

12. Receive as information the emergency request for MRI (moisture-related issues) remediation at the Richmond County Sheriff's Office in the amount of \$85,174.91 by ACC Restoration, LLC.

Motion to refer to next Commission meeting without recommendation.

Motion made by Clark and Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

ADDITION(S) TO THE AGENDA WITHOUT OBJECTION

12. Approval of Homebuyer Subsidy (1) Applications. (Requested by Administration)

Motion to approve.

Motion made by Clark and Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

13. The Villages at Meadowbrook Phase II of Augusta Letters of Support. (Requested by Administration)

Forwarded to full Commission without objection.

14. HCD - 2024 HUD Consolidated Annual Performance and Evaluation Report (CAPER) Approval Request. (Requested by Administration)

Motion to refer to next Commission meeting.

Motion made by Clark and Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

15. Motion to approve bid #25-151 for the purchase of three 2025-2026 Service Truck. Enclosed Utility Style at a total cost of \$414,324 from Ring Power Corporation for the Utilities Department- Construction Division, (Requested by Procurement Department)

Motion to refer to next Commission meeting.

Motion made by Clark and Slendak Voting Yea Clark, Lewis Slendak

Motion carried 3-0

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Administrative Services Committee Meeting

Meeting Date: 05/13/2025 HCD_ Amendment to Antioch's FY2023 HOPWA Agreement

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve amendment for Antioch Ministries, Inc, HOPWA Agreement for additional funds to support the rehabilitation of the Community Residence.
Background:	In partnership with HCD in 2019, Antioch Ministries constructed a Community Residence to assist with the sheltering of women living with HIV/Aids. The goal of the program is to provide housing assistance and supportive services for income-eligible individuals living with HIV/AIDS and their families to establish or better maintain a stable living environment in housing that is decent, safe, and sanitary, to reduce the risk of homelessness, and to improve access to health care and supportive services.
	Over the years, the natural deterioration of the property due to regular, everyday use, has caused the need for some necessary maintenance and repairs. There have been excessive wear and tear of the property due to some client's negligence and abuse. Overall Antioch Ministries, Inc. have been responsible in maintaining the property in order to continue to provide stable housing and support services for individuals and families living with HIV/Aids.
Analysis:	The approval of this amendment will allow AMI to continue to provide stable housing and support services for individuals living with HIV/AIDS.
Financial Impact:	HCD will utilize Housing Opportunities for Persons with Aids (HOPWA) funds received through its annual allocation from Housing and Urban Development

Item 2. in the amount of \$ 65,000.00 to assist in the construction of one single f affordable housing unit. Do not approve HCD's Request. **Alternatives:** Motion to approve amendment for Antioch Ministries, Inc, FY 2023 HOPWA **Recommendation:** Agreement for additional funds to support the rehabilitation of the Community Residence. Housing and Urban Development (HUD) Funds: Housing Opportunities for Funds are available in Persons with Aids (HOPWA) funds. the following accounts: HOPWA Funds: 22107 3213 5211119 Procurement **REVIEWED AND** Finance **APPROVED BY:** Law Administrator Clerk of Commission

FIRST AMENDMENT TO AGREEMENT BETWEEN AUGUSTA, GEORGIA & ANTIOCH MINISTRIES, INC. FOR 2023 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

This First Amendment to the agreement executed by and between the Parties on May 28, 2024, is made and entered into on the _____ day of _____, 2025, by and between AUGUSTA, GEORGIA, (hereafter referred to as "Augusta"), and ANTIOCH MINISTRIES, INC. (hereinafter referred to as the "AMI").

WHEREAS, AUGUSTA desires to amend the original agreement to allow the AMI to effectively administer its HOPWA eligible affordable housing development activities;

WHEREAS, the AMI has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and AMI agree to amend said agreement as follows:

(1)

Use of Funds. Budget shall be revised to provide additional funding in the amount of **\$65,000.00** of HOPWA funding to support the rehabilitation of the Community Residence.

B. Use of Funds

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

HOPWA funds may be used for many purposes including housing and services, as well as program planning and development costs. But a significant portion of the funds are used for housing.

Short-term Rent, Mortgage, and Utility (STRMU) Payments provides short-term, rent, mortgage, and utility payments for households experiencing a financial crisis as a result

Augusta Housing and Community Development Housing Opportunities for Persons with Aids (HOPWA) Agreement Amendment Antioch Ministries, Inc. Amendment FY2023 HOPWA

of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings. and Connections to

Permanent Housing Placement (for households that are in precarious living situations and without immediate short-term relief) PHP may be used to help households establish permanent residence in which continued occupancy is expected. Eligible costs include application fees, related credit checks, utility hookup fees and deposits, and reasonable security deposits necessary to move persons into permanent housing., 24 C.F.R. § 574.330

Tenant-Based Rental Assistance (TBRA) - TBRA is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market. Households select a housing unit of their choice and the assistance pays the difference between the contractual rent to the owner and the household's calculated rent payment. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.

Housing Case Management - Housing Case Management is considered a central component of HOPWA supportive services and key to successful program outcomes for housing stability and access to care. "Housing case management" simply means that the central emphasis of a case manager's work with a household is placed on housing issues, including evaluation of housing options, housing stability, and housing specific goals. Housing Case Management may be provided in conjunction with housing assistance services or as a standalone service.

Housing Information Services - Housing Information Services include, but are not limited to, counseling, information, and referral services to assist households with locating, acquiring, financing, and maintaining housing. This may also include fair housing guidance for households that have encountered discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability.

Resource Identification - Resource Identification encompasses activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives).

Augusta Housing and Community Development Housing Opportunities for Persons with Aids (HOPWA) Agreement Amendment Antioch Ministries, Inc. Amendment FY2023 HOPWA

Project Budget: Limitations

AMI shall be paid a total consideration of \$265,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of AMI. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Collaborative.

Original contract states not to exceed \$ 200,000.00 whereas amendment adds an additional \$ 65,000.00 to support eligible actives and operations as indicated below. Funding must be expended by January 30, 2026.

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

Augusta Housing and Community Development Housing Opportunities for Persons with Aids (HOPWA) Agreement Amendment Antioch Ministries, Inc. Amendment FY2023 HOPWA

IN WITNESS WHEREOF, the undersigned have set as of the date first written above.

Antioch Ministries, Inc.

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

ATTEST: AUGUSTA, GEORGIA (The City)

Approved as to form: _____

Augusta, GA Law Department

By: _____

Garnett L. Johnson As its Mayor

By: _____

Tameka Allen As its Administrator

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

SEAL

Lena Bonner As its Clerk

14

Date:_____

Date:_____

Date: _____

Date: _____

Date



Administrative Services Committee Meeting

Meeting Date:

2025 - Engineering Department Bid #24-202, Vacuum Truck Lease

Den exten en te	Control Services Elect Management		
Department:	Central Services – Fleet Management		
Presenter:	Ron Lampkin; Interim Central Services Director		
Caption:	Motion to approve the lease of two sewer vacuum trucks from Environmental Products Group for use by Engineering Department - Stormwater Utility Division at a total cost of \$1,051,993.20 under a 48-month lease contract. (ITB 24-202)		
Background:	The vacuum trucks are essential for the continued cleaning and maintenance of stormwater systems, helping to prevent blockages and backups across the utility infrastructure. The current lease for assets #221118 and asset #221119 is set to expire, and replacement is necessary to ensure the department continues to meet its operational needs effectively.		
	Each vacuum truck has a unit cost \$467,596.60 and a four-year maintenance cost totaling \$58,400 per unit.		
Analysis:	The Procurement Department published a competitive bid using the Demand Star national electronic bid application for Vacuum Truck Lease. The bid was reviewed and approved by Procurement with the following results:		
	 Bid #24-202 2024/2025 Vacuum Truck Lease: Environmental Products Group: Freightliner 114SD – 48-month lease - \$467,596.60 per unit and 4-year maintenance contract - \$58,400 per unit Vacutek: Freightliner 180SD – 48-month lease - \$420,835.20 per unit and 4-year maintenance contract - \$44,000.00 per unit – This vendor no longer offers vacuum trucks, as the company was sold to another company. 		
Financial Impact:	Funding is available in the following account #581-04-4320/52-24219		
Alternatives:	(1) Approve (2) Do not approve		
Recommendation:	Motion to approve the lease of two sewer vacuum trucks from Environmental Products Group for use by Engineering Department - Stormwater Utility Division at a total cost of \$1,051,993.20 under a 48-month lease contract.		
Funds are available in the following accounts:	he 581-04-4320/52-24219		
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A		

Invitation to Bid

Sealed bids will be received at this office until Tuesday May 28, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 839 0501 6049; Passcode: 909434 for furnishing:

Bid Item #24-1942024/2025 Service Truck, Enclosed Utility Style for Augusta, GA – Central Service DepartmentFleet Management

Bid Item #24-202 2024/2025 Vacuum Truck Lease for Augusta, GA – Central Service Department – Fleet Management

Bids will be received by Augusta, GA 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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to <u>procbidandcontract@augustaga.gov</u> to the office of the Procurement Department by Friday, May 10, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:Augusta ChronicleApril 18, 25, 2024 and May 2, 9, 2024Metro CourierApril 18, 2024Revised: 3/22/21April 18, 2024

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Bid Opening Item #24-202 2024/2025 Vacuum Truck Lease for Augusta, Georgia- Central Services Department -Fleet Management Division Bid Due: Friday, May 28, 2024 @ 11:00 a.m.					
Total Number Specifications	Mailed Out: 18				
Total Number Specification	•	dstar):			
Total Electronic Notification					
Mandatory Pre-Bid/Telepho Total packages submitted: 2					
Total Non-Compliant: 0					
VENDORS		Products Group		cutek	
		dell Dr SW GA 30336	-	e Commerce Way GA 30168	
Attack want D					
Attachment B		ES		ΈS	
E-Verify Number		.637		4842	
SAVE Form	Y	YES		YES	
Exceptions:	N	NO YES			
2024/2025 Sewer Vacuum Com	bination Trucks (2): Cl	HASSIS			
Chassis:	Make:	Model:	Make:	Model:	
Cha5515.	FREIGHTLINER	114SD	FREIGHTLINER	180SD	
	Make:	Model:	Make:	Model:	
BODY:	VACTOR	2115i	AQUATECH	B-15	
Trade In Vehicle Offer:					
Vehicle 1:	\$124,4	\$124,484.00 \$180,000.00		.000.00	
Vehicle 2:	\$124 <i>,</i> 4	484.00	\$240,000.00		
Lease Cost Information:					
Each Truck Per Year:	\$116.	899.15	\$105.	208.80	
Each Truck Total Lease Cost (4 Years):		596.60	\$420,835.20		
Guaranteed Buyback Price at End of Lease:	\$160 <i>,</i> 4	\$160,410.00		\$155,000.00	
27.00 Full Maintenance Contra	ct Agreement:				
Annual Contract Cost Per Truck:	\$14,600.00		\$11,000.00		
Total Contract Cost Per Truck (4 Years):	\$58,4	\$58,400.00		\$44,000.00	
Proposed Delivery Schedule:	SEPT/O	SEPT/OCT 2024		90-120 DAYS	
Name of Proposed Finance Vendor:	REPUBLIC FIR	REPUBLIC FIRST NATIONAL		CADENCE BANK	



Central Services Department

Ron Lampkin, Interim Director Laquona C Sanderson, Fleet Manager Fleet Management 1568-C Broad Street Augusta GA 30904 Phone: (706) 821-2892

MEMORANDUM

TO:	Darrell White, Interim Director, Procurement Department
FROM:	Ron Lampkin, Interim Director, Central Services Department
DATE:	December 19, 2024
SUBJECT:	Overbudget for Bid #24-202 – 2024/2025 Vacuum Truck Lease

On May 28, 2024, two proposals were received for bid #24-202, Vacuum Truck Lease. Due to the lowest compliant vendor, Vacutek, no longer selling vacuum trucks, Fleet Management recommends award to, Environmental Products Group, in the amount of \$525,996 each for two assets.

The estimated budget submitted on the Procurement Solicitation Form was based on previous pricing for two units in the total amount of \$1,000,000. Fleet Management request a budget increase to \$1,060,000 which is under the 20% threshold outlined in the Procurement Policies and Procedures.

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

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

RL/kb

BIDDER OFFER

2024,	2025 SEWER	ACUUM COMBINATION TRUCKS (2):	
	CHASSIS:	MAKE: Freightliner	MODEL: 114 SD -> see chassis options on proposal
	BODY:	MAKE: Vactor	MODEL: 2115
TRAD	IN VEHICLE OF	FER:	Guaranteed Buyback on current
VEHIC	LE 1: 2021 Kenv	worth T440/Vactor 2115P-16; 23,513 Miles	Guaranteed Buyback on current \$ lease = \$124, 484.00
VEHIC	LE 2: 2021 Kenv	vorth T440/Vactor 2115P-16; 30,768 Miles	5 = # 124, 484.00
LEASE	COST INFORMA	TION:	
	Each Truck Pe	r Year	\$ 116,899.15
	Each Truck To	tal Lease Cost (4 Years)	\$ 467,596.60
GUAR	ANTEED BUY BA	CK PRICE PER TRUCK AT END OF LEASE	\$ 160,410.00
27.00		NANCE CONTRACT AGREEMENT	
	Annual Contra	act Cost Per Truck	\$ 14,600.00
	Total Contract	: Cost Per Truck (4 Years)	\$ 58,400.00
	PROPOSED DE	LIVERY SCHEDULE:	Sept. / Oct. 2024
	NAME OF PRO	POSED FINANCE VENDOR (REQUIRED) required to use this under	Republic First National *
BID SU	BMITTED BY:		
NAME	Joe	e La Gambe	
сомр	ANY: En	ironmental Products Gro	<i>ч</i> р
ADDRE	SS:	10 Wendell Ar. SW	·
CITY/S		lanta, 64 30336	
TELEPH	IONE: (4	04) 693-9700	
FAX:	(404) 693	-9690 EMAIL: jlaga Daga Gala	uke emyepg.com
SIGNA		Za Sala	
By sign	ing this docume	ent, the bidder is stating that he is, or she is	s not an employee of Augusta, Georgia.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

Item 3.



Bid Opening Item #24-202 2024/2025 Vacuum Truck Lease for Augusta, Georgia- Central Services Department -Fleet Management Division Bid Due: Friday, May 28, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): Total Electronic Notifications (Demandstar): Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2

Total Non-Compliant: 0

VENDORS	Enviormental Products Group 4410 Wendell Dr SW Atlanta, GA 30336		Vacutek 6694 Oak Ridge Commerce Way Austell, GA 30168		
Attachment B		YES		YES	
E-Verify Number	3	12637	2:	114842	
SAVE Form		YES	YES		
Exceptions:		NO		YES	
2024/2025 Sewer Vacuum Com	bination Trucks (2)	CHASSIS			
Chanalar.	Make:	Model:	Make:	Model:	
Chassis:	FREIGHTLINER	114SD	FREIGHTLINER	180SD	
DARY	Make:	Model:	Make:	Model:	
BODY:	VACTOR	2115i	AQUATECH	B-15	
Trade In Vehicle Offer:					
Vehicle 1:	\$124,484.00		\$18	\$180,000.00	
Vehicle 2:	\$124,484.00		\$24	0,000.00	
Lease Cost Information:					
Each Truck Per Year:	\$116,899.15		\$10	5,208.80	
Each Truck Total Lease Cost (4 Years):	\$467,596.60		\$420,835.20		
Guaranteed Buyback Price at End of Lease:	\$160,410.00		\$155,000.00		
27.00 Full Maintenance Contra	ict Agreement:				
Annual Contract Cost Per Truck:	\$14,600.00		\$11,000.00		
Total Contract Cost Per Truck (4 Years):	\$58,400.00		\$44,000.00		
Proposed Delivery Schedule:	SEPT/OCT 2024		90-120 DAYS		
Name of Proposed Finance Vendor:	REPUBLIC FIRST NATIONAL		CADE	CADENCE BANK	

Katie Cornelius

From: Sent: To: Cc: Subject: Tywanna Scott Thursday, December 19, 2024 12:12 PM Joe LaGanke Laquona Sanderson RE: [EXTERNAL] Re: 24-202 2024/2025 Vacuum Truck Lease

Thanks Joe

From: Joe LaGanke <jlaganke@MYEPG.com> Sent: Thursday, December 19, 2024 11:23 AM To: Tywanna Scott <TScott@augustaga.gov> Cc: Laquona Sanderson <LSanderson@augustaga.gov> Subject: [EXTERNAL] Re: 24-202 2024/2025 Vacuum Truck Lease

Good morning,

Thank you for reaching out. Yes, I concur that we will be able to hold pricing for the referenced bid. Please let me know if you have any other questions.

Thanks,



Joe LaGanke Territory Sales Manager Environmental Products Group, Inc. C: 404.964.8339 | O: 404.693.9700 W: www.myepg.com

From: Tywanna Scott <<u>TScott@augustaga.gov</u>> Date: Thursday, December 19, 2024 at 10:22 AM To: Joe LaGanke <<u>jlaganke@MYEPG.com</u>> Cc: Laquona Sanderson <<u>LSanderson@augustaga.gov</u>> Subject: 24-202 2024/2025 Vacuum Truck Lease

Good morning,

As per our conversation this morning, you/your company will be able to hold your pricing for the above mentioned bid item as stated in your official bid submittal.

Please see your attached bidders offer.

Please concur with or disagree.

Thanks and Kind Regards,

Tywanna E. Scott Procurement Department

(706) 821-2355 Direct or (706) 821-2811 Fax

ugusta

Thank You For Doing Business With Us..... Augusta, Georgia - Procurement Department tscott@augustaga.gov www.augustaga.gov

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Central Services Department

Ron Lampkin, Interim Director Laquona C Sanderson, Fleet Manager Fleet Management 1568-C Broad Street Augusta GA 30904 Phone: (706) 821-2892

MEMORANDUM

TO:	Darrell White, Interim Director, Procurement Department
FROM:	Ron Lampkin, Interim Director, Central Services Department
DATE:	April 1, 2025
SUBJECT:	Engineering – Stormwater Request to Utilize Bid #24-202 – 2024/2025 Vacuum Truck Lease

The Engineering Department – Stormwater Division currently has two vacuum truck that are leased, and it is set to expire this year. On behalf of the Engineering – Stormwater Division, Fleet Management is requesting to utilize bid #24-202, 2024/2025 Vacuum Truck Lease to replace the current vacuum trucks with a new lease for two trucks.

Since bid #24-202 is currently open and we are in process of purchasing two vac trucks for Utilities, Fleet Management contacted the vendor to confirm whether the current pricing could be held for leasing additional vac trucks for Stormwater. The vendor confirmed on March 27, 2025, that the price will be held for the purchase of two additional vac trucks for Stormwater. Fleet Management requests to lease two additional vac trucks from Environmental Products Group, in the amount of \$525,996.60 for each asset.

The Freightliner 114SD base lease cost for four years is \$467,596.60 with a \$58,400.00 full maintenance contract. The 114SD specifications have been reviewed and the department confirmed that the vacuum truck is equipped to be used for the department's day-to-day operations.

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

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

RL/kb

BIDDER OFFER

-

2024/2025 SEWER VACUUM COMBINA	TION TRUCKS (2):		
CHASSIS: MAKE: Freigh	rtliner	MODEL: 114 SD	-> see chassis options on proposal
BODY: MAKE: Vact	OR	MODEL: 2115	
TRADE IN VEHICLE OFFER:		Guaranteed Bu	back on current
VEHICLE 1: 2021 Kenworth T440/Vactor 21	15P-16; 23,513 Miles		
VEHICLE 2: 2021 Kenworth T440/Vactor 21	15P-16; 30,768 Miles	\$ # = # 124,	484.00
LEASE COST INFORMATION:			
Each Truck Per Year		\$ 116,899,15	-
Each Truck Total Lease Cost (4 Yea	rs)	\$ 467,596.60	
GUARANTEED BUY BACK PRICE PER TRUCK	AT END OF LEASE	\$ 160,410.00	
27.00 FULL MAINTENANCE CONTRACT A	GREEMENT		
Annual Contract Cost Per Truck		\$ 14,600.00	
Total Contract Cost Per Truck (4 Ye	ears)	\$ 58,400.00	
PROPOSED DELIVERY SCHEDULE:		Sept./ oct. 20	124
NAME OF PROPOSED FINANCE VEI * not required to use	NDOR (REQUIRED) this under	Republic First A	Intional *
BID SUBMITTED BY:			
NAME: Joe La Gambe	, 		
COMPANY: Environmental	Products Gr	νp	
ADDRESS: 4410 Wender	r. Sw	· · · · ·	
CITY/STATE: Atlanta, 64	30336		
TELEPHONE: (404) 693-970	0		
FAX: (404) 693-9690	_EMAIL:	auke Omyepg.com	
SIGNATURE:	de		
By signing this document, the bidder is sta	ting that he is, or she	is not an employee of Augusta	a, Georgia.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

Bid Item #24-202 2024/2025 Vacuum Truck Lease Bid Due: Tuesday, May 28, 2024 @ 11:00 a.m.



Proposal Summary

Prepared for:

Augusta Utilities

VACTOR



Vactor 2100i Sewer Cleaner

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis



Augusta Utilities May 28th, 2024

Vactor 2100i Sewer Cleaner

Environmental Products would like to thank you for the opportunity to present the Vactor 2100i Sewer Cleaner.

Environmental Products Group is the sole provider of Vactor Sewer Cleaning Equipment in the state of Georgia, as well as many other leading industry product lines including: Elgin Street Sweepers, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Monroe Spreaders and Plows and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

MEMPHIS

2995 Sandbrook St. Memphis, TN 38116 P: 901.630.5658 F: 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace Suites G & H Deerfield Bch, FL 33442 **P:** 954.518.9923 **F:** 954.518.9926

ATLANTA

4410 Wendell Dr SW Atlanta, GA 30336 P: 404.693.9700 F: 404.693.9690

CORPORATE

2525 Clarcona Rd. Apopka, FL 32703 **P:** 407.798.0004 **F:** 407.798.0013

www.MyEPG.com

Product Description

 2100i with Roots 824-16" Hg. Blower, 15 Yard Debris body, 1500 Gallons of Water

Standard Features

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)

- ----

- Hose Footage Counter Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Digital Water Pressure Gauge
- Vactor 2100i Body Decal
- Local Training and Delivery

Additional Features

- Roots 824-16" Hg. Blower
- Rapid Deployment Boom 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 700' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Decant System w/ Air Actuated Knive Valve, Curbside
- Centrifugal Separators
- Folding Pipe Rack, Curbside, Hydraulic, 7" Pipe
- Folding Pipe Rack, Streetside, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Front Blower Controls
- Blower High Temperature Safety Shutdown
- Digital Water Level Indicator

- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Anti-Splash Valve, Body Inlet
- Rodder System Accumulator- Jack Hammer on/off control at Front Hose Reel
- Hydro Excavation Kit Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- RDB Washout Coupling
- Automatic Hose Level Wind Guide, Non-Indexing
- Rodder Hose Pinch Roller
- Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI
- High Pressured Hose Reel
- Rodder Pump Drain Valves
- Hydraulic Oil Temp Alarm
- Rear Directional Control, Split LED Arrowboard
- Strobe Light, LED, Rear, Federal Signal, Amber
- Rear Beacon Limb Guard
- Strobe Light, LED, Cab, Federal Signal, Amber
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Worklights (2), LED, 10 x 15 RDB
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack Post Style
- Toolbox, Front Bumper Mounted, 16w x 12h x 18d w/ (2) LED Side Markers
- (4) Long Handle Tool Storage Locations Behind Cab
- Toolbox, Behind Cab 16w x 30h x 96d
- Toolbox. Driver Side Chassis Frame. 24w x 24h x 24d
- Vactor Standard Manual and USB Version 1

Chassis Summary

- 2025 Freightliner 114 SD Tandem Chassis
- 66,000 GVWR
- Cummins L9 370 HP Engine
- Allison 3000 RDS 6 Speed Automatic Transmission
- Dual Air Ride Fabric High Back Seats with Armrests
- Heated and Powered Rear View Mirrors
- AM/FM/MP3 Weather Band Radio
- LED Stop/Turn/Tail Lights

- Alcoa Wheels
- White Cab

Bid Price = \$534,700.00 /per unit

- Turnkey (Full Maintenance) Contract = \$14,600.00/per year (per unit) ۲
- Delivery estimated September/October 2024 ٠

***Please see enclosed lease quote from Republic First National for payment details

Chassis Options

- Peterbilt Model 548 chassis w/ 370 HP (ILO Freightliner) = \$555,300.00 Delivery estimated Feb/March 2025
- Peterbilt Model 567 chassis w/ 455 HP (ILO Freightliner) = \$574,500.00
 - Delivery estimated Feb/March 2025

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature

Date

LIMITED WARRANTY

Limited Warranty Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted ageinst defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company. STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

10 years against metal water tank leakage due to corrosion. Nonmetallic 2100 Series, HXX, Series and Jetters water tanks are covered for 5 years against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

6

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13-##V.######

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim

This Limited Warranty shall not apply to (and the Company shall not be respons ble for):

- 1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
- 2. Normal adjustments and maintenance services
- Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light buibs, fuses and gaskets.
- Failures resulting from the machine being operated in a manner or for a purpose not recommanded by the 4. Сотралу.
- Repeirs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally 5. designed and manufactured.
 - Items subject to misuse, negligence, accident or improper maintenance.

"NOTE" The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts of provide and the intermediate the manual to the second proved parts of the second proved parts of the second proved parts of the second parts of the second proved parts of the second parts of the second

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to atter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in comparison with the sale reading of any machine manufactured by the Company Aru of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

with the

GUZZLER VACTOR

VACTOR/GUZZLER MANUFACTURING 1621 S. Illinois Street Streator, IL 61364

12-13-2012



∠525 West State Road 114 Pochester. IN 46975 3900 700-7878 22x: (800) 865-8517 www.republicfirstnational.com

March 26, 2024

To:	Joe LaGanko
Vendor:	Environmental Products Group
From:	Angle Deming

Customer:

City of Augusta

Thanks for the opportunity to give you a quote on your latest project!



Equipment:	One (1) Vactor 2100i with Freightliner 114SD Cnassis			
Unit Cost: Down Payment: Net Financed: Frequency of Payments:	\$ 534,700.00 \$ 0.00 \$ 534,700.00 Annual			
Term in Years: Payments: Residual Payment APR:	<u>4</u> \$116,899.15 \$160,410.00 6.19%	<u>Maintenance</u> \$14,600.00	<u>Total Payment</u> \$131,499.15	
Estimated Closing Date: Delivery Date: First Payment Due:	April, 2024 September, 2024 November, 2024			

- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely, Republic First National Corporation

Angle Deming angle@rfnonline.com

If Not required to finance with this vender. The city has used them in the past but teel the to use your own render.

"Our Experts, Your Needs, Financing Done Right"



2525 West State Road 114 Rochester, IN 46975 200) 700-7878

www.republicfirstnational.com

March 26, 2024

To:Joe LaGankeVendor:Environmental Products GroupFrom:Angle Deming

Customer: City of Augusta

Thanks for the opportunity to give you a quote on your latest project!

Equipment:	One (1) Vactor 2100i with Peterbilt 548 Cnassis			
Unit Cost: Down Payment: Net Financed: Frequency of Payments:	\$ 555,300.00 \$ 0.00 \$ 555,300.00 Annual			
Term in Years: Payments: Residual Payment APR:	<u>4</u> \$125,210.51 \$166,590.00 6.19%	Maintenance \$14,600.00	<u>Total Payment</u> \$139,810.51	
Estimated Closing Date: Delivery Date: First Payment Due:	April, 2024 February, 2025 April, 2025			

- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely, Republic First National Corporation

Angle Deming angle@rfnonline.com

"Our Experts, Your Needs, Financing Done Right"



2525 West State Road 114 Rochester, IN. 46975 (800) 700-7878 Fax: (800) 865-8517 www.republicfirstnational.com

March 26, 2024

To: Vendor: From:	Joe LaGanke Environmental Produ Angie Deming	icts Group	
Customer:	City of Augusta		
Thanks for the opportunity to give you a quote on your latest project			
Equipment:	One (1) Vactor 2100i		
Unit Cost: Down Payment: Net Financed: Frequency of Payments:	\$ 574,500.00 \$ 0.00 \$ 574,500.00 Annual		
Term in Years: Payments: Residual Payment APR:	<u>4</u> \$129,539.77 \$172,350.00 6.19%	<u>Maintenance</u> \$14,600.00	<u>Total Payment</u> \$144,139.77
Estimated Closing Date: Delivery Date: First Payment Due:	April, 2024 February, 2025 April, 2025		

- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as * amended.
- Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit. *
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely, **Republic First National Corporation**

Angle Deming angie@rfnonline.com

"Our Experts, Your Needs, Financing Done Right"



5

Item 3.



REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this 28th day of May 2024, by and between **Environmental Products Group, Inc.**, a Florida corporation, with its principal place of business at 700 Hermit Smith Road. Apopka, Florida 32703 ("Dealer"), and **City of Augusta** (Customer) with its principal place of business at 1840 Wylds Rd., Augusta, GA 30909 (Customer).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and Customer hereby agrees as follows:

AGREEMENT

. <u>Repurchase</u>. Upon expiration of the Term of this agreement, Dealer shall repurchase the Vehicle subject to satisfaction of the conditions (Reference: Appendix B) therefore and as otherwise provided herein.

2. <u>Delivery</u>. Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicles to such location shall be the "Delivery Date."

3. <u>Price</u>. The price of the repurchased Vehicle (the "Repurchase Price") shall be One Hundred Sixty Thousand, Four Hundred and Ten Dollars (\$160,410.00) as set forth in Exhibit A attached hereto.

4. <u>Title</u>. Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by Customer of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.

5. **Pavment**. Full payment by Dealer of the amount of the Repurchase Price determined pursuant to Section 3 hereof shall be made within five (5) business days following the Delivery Date of the Vehicles to Dealer. In the event Dealer fails to timely pay the Repurchase Price for any Vehicle in full, Dealer shall pay interest on the unpaid amount of such obligation at the "Prime Rate" in effect on the date that payment of the Repurchase Price was due, accruing on and from the date payment of such amount was due through the date such amount is paid in full. The "Prime Rate" shall mean the rate published in The Wall Street Journal described therein as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time-to-time. If such base rate is expressed in a range in said publication, the higher rate of the range shall apply. In the event The Wall Street Journal ceases to publish such base rate, then Customer shall designate a similar source for such base rate. The "Prime Rate" applicable to any unpaid repurchase obligation of Dealer shall be determined initially as of the date payment of such obligation was due and shall be adjusted thereafter on the last business day of each calendar month and shall serve as the basis for establishing the rate of interest accruing on such unpaid amount for the next succeeding calendar month.

6. <u>Transportation Charges</u>. Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.

7. <u>Sole Parties</u>. This Agreement is made exclusively for the benefit and solely for the protection of Dealer and Customer.

8. <u>Binding Effect and Amendment</u>. Customer shall have no right to assign any of Customer's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed and approved by Dealer and Customer.

9. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflicts of law principles.

10. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Furthermore, the parties agree that this Agreement may be executed and delivered by means of facsimile or scanned email document and that any such electronic signature shall be effective and binding on the parties so signing.

11. Notices. Any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service, (c) registered or certified mail, return receipt requested, postage prepaid, (d) telecopier or facsimile machine, or (e) e-mail to the parties as follows (as elected by the parties delivering such notice).

If to Dealer:	Environmental Products Group, Inc. Attention: Christopher Haase 700 Hermit Smith Road Apopka, Florida 32703 Fax Number: (407) 798-0013 E-mail: <u>CHaase@myEPG.com</u>		
If to Customer:	City of Augusta Attention:		

Address City, State Fax Number:

E-mail: All notices and other communications shall be deemed to have been duly given on (a) the date of delivery if personally delivered, (b) the day after delivery to the service if by nationally recognized overnight delivery service, (c) three days following posting if delivered by mail, or (d) on the date a copy is delivered by telecopier or facsimile machine, or (e) at the time received by the recipient if delivered by e-mail, whichever shall first occur. Any party may change its address or other contact information for purposes hereof by notice to the other party given in accordance with the provisions hereof.

Entire Agreement. This Agreement, the Assignment, and the exhibits attached hereto 12. and thereto, respectively, constitute the entire Agreement of Dealer and Customer concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

Severability. Every provision of this Agreement is intended to be severable. If any term 13. or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

14.	Term. This ag	reement covers a 4-Year	Term.
	Daniad Daging	TRD	(Date of

I WI ALLO I TILLO WHAT		
Period Begins:	TBD	(Date of In Service)
Period Ends:	TBD	(Date of Repurchase)

WITNESS WHEREOF. the parties hereto have caused this Agreement to be executed as of the day and year first above written.

City of Augusta	Environmental Products Group, Inc.
By:	Ву:
Name:	Name:
Its:	Its:
Date:	Date:

Year	Chassis	VIN	Body	Body Serial Number	Repurchase Amount
2025	Freightliner 114 SD	TBD	Vactor 2115i	TBD	\$160,410.00
2025	Freightliner 114 SD	TBD	Vactor 2115i	TBD	\$160,410.00

EXHIBIT A – Unit Identification

EXHIBIT B - Repurchase Conditions

Unit(s) shall be in good operating condition with all specifications as delivered to the Customer at the start of the contract, shall be delivered to the Dealer. The unit must pass a DOT Inspection and all components must operate within acceptable performance standards. Unit(s) must return with 50% or more tire tread remaining. Tire Recaps are not acceptable. Lastly, there may be no body damage that exceeds \$2,000.00 per unit.



BUSINESS OCCUPATIONAL TAX CERTIFICATE

(NOT TRANSFERABLE)

Expiration Date December 31, 2024 License Number 1501041284 Date Issued April 01, 2024

ENVIRONMENTAL PRODUCTS GROUP INC 700 Hermit Smith Rd Apopka, FL 32703-3381 700 Hermit Smith Rd Apopka, FL 32703-3381

VALID ONLY FOR BUSINESS SHOWN ABOVE

ACCOUNT NUMBER	NAICS - TYPE OF BUSINESS	<i>•</i>	CLASS
201462	44421 - Outdoor Power Equipment Stores		1

FOR OPERATION IN UNINCORPORATED AREAS, SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER RESOLUTIONS OF THE BOARD OF COUNTY COMMISSIONERS, FULTON COUNTY, GEORGIA

ISSUED BY:

HAKEEM OSHIKOYA DIRECTOR OF FINANCE

Avenu Issuing Anthority

Questions regarding this certificate should be addressed to Avenu at (800) 556-7274

POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION

Vactor's revolutionary new boom telescopes 10 FEET OUT and extends the DEBRIS HOSE DOWN 15 FEET SPEEDING WORK, and in many cases, eliminating the need to assemble and disassemble additional tubes.

RAPID DEPLOYMENT BOOM Retrofitable to all 2100 Plus Series Vactors

The RDB 1015™ Offers You:

VACTOR

2100

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths with enhanced speed and efficiency
- Transport with catch basin tube attached to start work immediately, or without it for unmatched visibility
- No additional operator maintenance over a traditional 10' telescoping boom



RDB 😫

Left unit features the RDB boom and the right unit features the telescopic boom with added tubes.

Retro Kit Available: • Telescopic Boom P/N 510816B-30 • 5x5 Boom P/N 510816A-30

See this revolutionary boom in action at: 2100i.vactor.com/RDB1015

1621 South Illinois Street • Streator, IL 61364 • (815) 672-3171 *Patent Pending © 2018 Vactor Manufacturing. Effective 3/18 P/N: 00230-A Your local vactor dealer is:

Item 3.

Item 3.



Bid Opening Item #24-202 2024/2025 Vacuum Truck Lease for Augusta, Georgia- Central Services Department -Fleet Management Division Bid Due: Friday, May 28, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): Total Electronic Notifications (Demandstar): Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2

Total Non-Compliant: 0

VENDORS	Enviormental Products Group 4410 Wendell Dr SW Atlanta, GA 30336		6694 Oak Rid	Vacutek 6694 Oak Ridge Commerce Way Austell, GA 30168		
Attachment B		YES		YES		
E-Verify Number	31	.2637	2:	114842		
SAVE Form		YES		YES		
Exceptions:		NO		YES		
2024/2025 Sewer Vacuum Com	bination Trucks (2):	CHASSIS				
Chassis:	Make:	Model:	Make:	Model:		
Chassis:	FREIGHTLINER	114SD	FREIGHTLINER	180SD		
	Make:	Model:	Make:	Model:		
BODY:	VACTOR	2115i	AQUATECH	B-15		
Trade In Vehicle Offer:						
Vehicle 1:	\$124	,484.00	\$18	\$180,000.00		
Vehicle 2:	\$124,484.00		\$24	\$240,000.00		
Lease Cost Information:						
Each Truck Per Year:	\$116	,899.15	\$10	\$105,208.80		
Each Truck Total Lease Cost (4 Years):	\$467,596.60		\$42	\$420,835.20		
Guaranteed Buyback Price at End of Lease:	\$160	,410.00	\$15	\$155,000.00		
27.00 Full Maintenance Contra	ct Agreement:					
Annual Contract Cost Per Truck:	\$14,	600.00	\$11	\$11,000.00		
Total Contract Cost Per Truck (4 Years):	\$58,400.00		\$44	l,000.00		
Proposed Delivery Schedule:	SEPT/OCT 2024		90-1	90-120 DAYS		
Name of Proposed Finance Vendor:	REPUBLIC FI	RST NATIONAL	CADE	NCE BANK		



www.republicfirstnational.com

MUNICIPAL CREDIT APPLICATION

Please return completed application with required financial information.

Legal Name of Obligor: Augusta Richmond County		Fed. Tax ID #:58-2204274					
Address: 535 Telfair Street, Suite 500							
City: Augusta C	County: Richmond	S	State: GA	Zip:	30901		
Contact Person: Timothy E. Schroer		Title:Interim Fin	ance Directo	r			
Phone: 706.821.2429		Fax: 706.821.25	520				
Email Address: tschroer@augustaga.gov		Alt Contact Ema	ail Address:				
Alternative Contact Person:		Title:		Pho	ne:		
Date municipal entity was established: 1/1/19	98	Does the obligor self-insure for property & liability insurance? Self-Insure					
Name of Insurance Company:		Insurance Contact Person:					
Ins. Contact Phone:		Ins. Contact Email Address:					
Total Cost of Equipment/Project: \$1069400.0	00	Term (years):4					
*Down Payment: \$		Source of Dowr	n Payment:				
Trade In: \$		Delivery Date:					
Other: \$		Payment Due:		Advance	🗌 Ar	rrears	
Amount to Finance: \$ 1069400.0	00	Payments:	Monthly	Quarterly	🗌 Se	emi-Annual	Annual
*Obligor's down payment should be made before or at deli	livery. Proof of down p	ayment is required pr	ior to payment o	f any contract proce	eds, unles	ss otherwise neg	otiated.
Has the obligor paid, or does obligor intend to	o pay, a vendor fo	r any portion of t	he equipmer	nt being finance	d with th	ne intent of be	eing
reimbursed with proceeds from this financing							
How will the contract payments be made?			r (specify)				
What fund will the remaining contract paymer							
Will any federal monies be applied to the con-	tract payments?	🗌 Yes 🗹 No I	f yes, explair	1.			
Equipment Description: Engineering - Stormw	vater Division: Sev	wer Vac Truck - 2	2 @ \$534,70	0.00			
] No	If no, list age of	equipment o	r date manufac	tured:		
	No	Year:					
	No	Age of current e	equipment:4	years	Year	purchased: 2	022
If not a replacement, why is the equipment ne							
•	No	Amount of buyo	out included:	\$			
Soft Costs Included: Yes INO Amount of soft costs included (shipping, software, and sales tax): \$							
Physical location of equipment after delivery:2316 Tobacco Road Augusta, GA 30906							
Describe the essential use of the equipment:Used for waste removal, environmental clean up and excavation for the City of Augusta							
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?							
	Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?						
		no owns the land	?				
What is the physical address of the new build	ling/project?						

Three (3) most recently completed Audits or year-end Financial Statements

- If the fiscal year end of the Audit is more than six (6) months ago, also provide year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- Current Budget

Completed By (signature):

Printed Name and Title: Timothy E. Schroer, Interim Finance Date:

4/24/2025

d

Additional financial information may be requested if deemed necessary during credit review.

• By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my know understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriation party as necessary to complete the credit review process."

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

ADAMS EQUIPMENT CO. ATTN: EUNICE LONGER 6971 OAK RIDGE COMMERCE WAY AUSTELL, GA 30168

VAC TRUCK DEPOT 142 ACCESS RD GASTON, SC 29053

ENVIRONMENTAL PRODUCTS OF GEORGIA ATTN: JOE LAGANKE 4410 WENDELL DRIVE SW ATLANTA, GA 30336

ADAMS EQUIPMENT COMPANY 1431 LANIER ROAD WHITE PLAINS, GA 30678

JET-VAC EQUIP COMPANY LLC 550 S. COBB DR., BLDG. 200, SUITE 210 ATLANTA, GA 30339 DURAPATCHER 2000 OLD WHITFIELD ROAD PEARL, MS 39208

ATTN: THOMAS W. RIGGS MUNICIPAL EQUIPMENT SALES P. O. BOX 1233 WOODSTOCK, GA 30188

ATTN: RAY ADAMS YANCEY TRUCK CENETER 4165 MIKE PADGETT HWY AUGUSTA, GA 30906

PALFLEET TRUCK EQUIPMENT 5178 OLD DIXIE HIGHWAY FOREST PARK, GA 30297

BORDER EQUIPMENT 2804 WYLDS ROAD AUGUSTA GA 30909

VACUTEK 6694 OAK RIDGE COMMERCE WAY AUSTELL, GA 30168 ADAMS EQUIPMENT COMPANY 1431 LANIER ROAD WHITE PLAINS, GA 30678 (RETURNED MAIL)

BERGKAMP INC. 3040 EMULSION DRIVE SALINA, KS 67401

ATTN: BRIAN BACON TRACTOR & EQUIPMENT COMPANY 3809 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906

MUNICIPAL EQUIPMENT SALES P. O. BOX 1233 WOODSTOCK, GA 30188

P&H SUPPLY CO 1011 WILLIFORD DRIVE LOUISVILLE, GA. 30434 RETURNED MAIL – DECEASED)

CAROLINA ENVIORNMENTAL SYSTEMS 2701 WHITE HORSE RD GREENVILLE, SC 29611

LAQUONA SANDSERSON FLEET MANAGEMENT

BID ITEM #24-202 2024/2025 VACUUM TRUCK LEASE FOR AUGUSTA, GA- CENTRAL SERVICES DEPT- FLEET MANAGEMENT BID DATE: 05/28/2024 @ 11:00 A.M. RON LAMPKIN CENTRAL SERVICES DEPARTMENT

BID ITEM #24-202 2024/2025 VACUUM TRUCK LEASE FOR AUGUSTA, GA-CENTRAL SERVICES DEPT- FLEET MANAGEMENT MAIL DATE: 04/19/2024 PHYLLIS JOHNSON COMPLIANCE DEPARTMENT

1 OF 1

Tywanna Scott

From:bidnotice.donotreply@doas.ga.govSent:Friday, April 19, 2024 10:55 AMTo:Tywanna ScottSubject:[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-
NONST-2024-000000055

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-2024-00000055

Event Title: 24-202 2024/2025 Vacuum Truck Lease

Event Type: Non-State Agency

Process Log

2024/04/19 10:53:49 : Log starts for - 11484312 - EVENT_RELEASE_TO_SUPL 2024/04/19 10:53:51 : Email Process Log for the Event#: PE-72155-NONST-2024-000000055 2024/04/19 10:53:51 : Email Batch# 2404198433 2024/04/19 10:53:51 : Notification Type: EVENT_RELEASE_TO_SUPL 2024/04/19 10:54:32 : Total No of Contacts found for sending Email: 114 2024/04/19 10:54:32 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000055&sourceSystemType=gpr20

04/19/2024 10:54:32 AM

[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.]

Description

Augusta is seeking to secure a vendor to provide a Vacuum Truck Lease for the Augusta Central Services Department ¿ Fleet Management Division. Your submittal should respond to, and be based on, the information included in this Invitation to Bid.

NIGP Codes

Code	Description
03581	Sweepers, Runway (See 765-77 for Street Sweepers)
76588	Vacuum Trucks
97578	Sweepers, Street, Rental or Lease

https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000055&sourceSystemType=gpr20

Tywanna Scott

From: Sent: To: Subject: DemandStar <agencyservices@demandstar.com> Friday, April 19, 2024 10:49 AM Tywanna Scott [EXTERNAL] DemandStar: Bid - ITB-24-202-0-2024/ts Submitted for Broadcast

Bid Submitted on DemandStar

The following bid has been successfully submitted for broadcasting.

Bid Identifier:	ITB-24-202-0-2024/ts
Bid Name:	2024/2025 Vacuum Truck Lease
Due Date:	05/28/2024 11:00 AM Eastern
Broadcast Date:	04/19/2024 10:54 AM Eastern
Bid Writer:	Tywanna Scott
Bid Submitted by:	Tywanna Scott

You may update your Bid information up until broadcast.

You can update your bid details here or by going to the "Bids" tab, until the bid is broadcast, which is currently scheduled for 04/19/2024 10:54 AM Eastern.

Sincerely, The DemandStar team



[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 Services Committee

April 29, 2025

Re-establish Public Works Department

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve to re-establish the Public Works Department, tasked with consistent maintenance of public green spaces, roadways, rights-of-way, other county-owned properties, and related services throughout Augusta-Richmond County. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A

XP Category	\top	2025 Budget	% Budget
Personnel & Benefits	\$	3,000,450.00	56.18%
Utilities	\$	592,100.00	11.09%
Repairs & Maintenance (Grounds)	\$	346,050.00	6.48%
Supplies and Equipment	\$	292,880.00	5.48%
Vehicles, Gasoline, Diesel, Oil	\$	248,420.00	4.65%
Repairs & Maintenance (Buildings)	\$	193,000.00	3.61%
Repairs & Maintenance (Other)	\$	158,480.00	2.97%
Repairs & Maintenance (Equipment)	\$	119,600.00	2.24%
Contract Services (Landscaping, Technical)	\$	84,400.00	1.58%
Garbage	\$	83,710.00	1.57%
Trees, Plants, Soil	\$	50,720.00	0.95%
Staff Uniforms	\$	40,000.00	0.75%
Stormwater Fee	\$	34,300.00	0.64%
Communication, Postage	\$	33,630.00	0.63%
Pest Control, Chemicals, Fertilizer	\$	25,580.00	0.48%
Security Services	\$	21,450.00	0.40%
Staff Training	\$	11,250.00	0.21%
Other (Dues, Charges)	\$	5,020.00	0.09%
Total	\$	5,341,040.00	100.00%

Core (Vegetation) Activitiy	2024 Budget Appropriation (Fiscal Resourses)	Staffing/Assigned Crews	Output/Comments
Right-of-Way Mowing (Stormater Utility) [around 160 CLM]	\$ 3,200,000	Contracted Servicves (budget line- item in Fund 581 Stormwater Utility) (5 companies used)	Funding Source: Stormwater Utility Fund
Right-of-Way Mowing-County Forces (around 110 CLM)	\$ 1,300,000	Engineering Maintenance two Teams (13 employees)	Funding Source: Stormwater Utility Fund & SPLOST
Vacant Lot Cleaning & Mowing	\$ 350,000	Contracted Servicves (budget line- item); 1 contractor w/ 3 crews \$200,000 from <i>Waste Collection</i> ; \$150,000 from Vacant Lot Cost Recovery)	12 lots per week; Uses 3 person crew @ \$6,000 per week (used second crew when in high demand); only 1 contractor
***Ditch Maintenance	\$ 373,880	RCCI Crews (avg. 3 crews per day) (budget line-item in Fund 581 Stormwater Utility)	***Back charge to AED (reimbursement to RCCI) for salary/benefits for detail guards

Note: Egineering also has an in-house vegetation maintenance workforce: 13 field workers (Equipment Operators, drainage workers, truck drivers & crew supervisors): the 13 workers are divided into two teams

ltem 4.

ltem 4.

\$ 12,568 \$ 150,816

Central Services Grounds



In House Crew

Item 4.

In House Crew



Employees:

Grounds Supervisor - Cicolias Roberson

Groundskeeper – Midian Jones

Groundskeeper - Larry Gregory

Groundskeeper - Donnie Collier

Groundskeeper - Joshua Davis

Groundskeeper – Jamal Verdree

In House Crew - Schedule

<u>Monday</u>

- Central Services (2760 Peach Orchard Rd)
- Board Of Elections and Warehouse (Lumpkin Rd)
- Records (1815 Marvin Griffin Rd)
- UGA Extensions (602 Greene St)

<u>Tuesday</u>

- DFACS & HCD (510 Fenwick St)
- Utilities (452 Walker Street)

<u>Wednesday</u>

- 911 Center/ Old PDO Trailers (911 4th St)
- Wallace Branch Library (1237 Laney Walker Blvd)

<u>Thursday</u>

- Craig-Houghton (1001 4th St)
- Lot 401 (401 Walton Way)

<u>Friday</u>

• CBWDC (1941 Phinizy Rd)

<u>As Needed</u>

- Shop 1 Maintenance & Admin (1568 Broad St.)
- Shop 2 (2316 Tobacco Rd)

Item 4.



In House Crew – Scope of Work

Landscape Requirements

Mowing

De-weeding

Trim shrubs

Clean up

Collect Trash

Other tasks as needed

Contracted Crew

Item 4.

Contracted Crew

LEP Contracting, LLP

Municipal Building - 535 Telfair Street

- 2024 Yearly \$32,325.00
- 2025 Yearly \$32,971.50

Public Defender's Office - 902 Greene Street

- 2024 Yearly \$8,325.00
- 2025 Yearly \$8,491.50

Transit Facility - 2844 Regency Blvd.

- 2024 Yearly \$14,325.00
- 2025 Yearly \$14,611.50

Yellowstone Landscaping

Sheriff Building - 400 Walton Way

- 2024 Yearly \$9,768.00
- 2025 Yearly \$9,768.00

Augusta Judicial Center - 735 James Brown Blvd.

- 2024 Yearly \$28,176.00
- 2025 Yearly \$28,176.00

Contracted Crew (cont.)

A.S.A.P. Landscape Management

HQ Library - 823 Telfair Street

- 2024 Yearly \$5,460.00
- 2025 Yearly \$5,869.44

Appleby Library - 2260 Walton Way

- 2024 Yearly \$7,200.00
- 2025 Yearly \$7,740.00

Friedman Library - 1447 Jackson Road

- 2024 Yearly \$6,900.00
- 2025 Yearly \$7,417.44

Maxwell Library - 1927 Lumpkin Road

- 2024 Yearly \$3,300.00
- 2025 Yearly \$3,547.00



Contracted Crew – Scope of Work

Landscape Requirements Lawn (Weekly, March - November) Edging (Bi-weekly) Cleaning/Trash Chemical Program/Weed Control Pruning Mulch/Pine Straw (Twice a year) Natural Areas Inspection Irrigation System

Thank you



Outside Restrooms	M.M Scott
	 D. Lakes Towers
Total: 20	 Bayvale
	 Brigham Community Center
	 Meadowbrook
	Butler creek
	Eisenhower
	Warren Road
	Blythe
	 McBean
	Apple Valley
	 Augusta Commons
	Riverwalk Marina
	 Maypark
	Sandhills
	Elliott Park
	Fleming Tennis
	 Pendleton King Park
	 Lock & Dam
Rental Facilities	Pendleton King Park
	Augusta Commons
Total: 27	Eastview Community Center
	Julian Smith Casino
	BBQ Pit
	Lock & Dam
	 Maypark
	Old Government House
	Sandhills
	W.T. Johnson
	Augusta Aquatic Center
	Bernie Ward
	Carrie J. Mays
	Jones Pool
	Sue Reynolds
	Robert Howard
	Gracewood
	McDuffie Woods
	Brigham Swim Center
	Brigham Senior Center
	Brigham Community Center
	Brookfield
	Garrett
	Warren Road

	Blythe Community Center
	Jamestown
	McBean Community Center
Facilities	Hickman Park
	Newman Tennis
Total: 27	Sue Reynolds
	Robert Howard
	D. Lakes Tennis
	 Gracewood Brigham Senior
	Brigham Swim
	Brigham Community Center
	Garrett
	Warren Road
	Blythe Community Center
	McBean Community Center
	Augusta Commons
	Eastview Community Center
	Riverwalk Marina
	Riverfront Marina
	Julian Smith Casino
	BBQ Pit
	Maypark
	Sandhills
	W.T. Johnson
	Augusta Aquatic Center
	Bernie Ward
	Carrie J. Mays
	Fleming Athletic Office
	 Fleming Tennis Center
	 Jones Pool

- Parks: 63 -See separate attachment w/Parks & addresses
- We currently have 42 full-time 5 part-time maintenance staff w/9 open positions
- Scope of work include mowing; irrigation; athletic field maintenance
- Parks maintenance; facility maintenance; tennis center maintenance.
- Special events (city events/departmental events/commissioner request)
- County wide irrigation outside of our parks and facilities
- Pressure washing; cemetery maintenance; pool maintenance

We have 2- mowing contractors currently assisting with some of our mowing parks due to the short staff we have in-house to meet the needs of the number of parks and facilities we must maintain.

Our current budget allocations to maintain these areas are to an effective standard are broken down in the districts this includes parks/facility maintenance cost needed to provide the adequate preventative maintenance.

District 1: \$9,164,467

District 2: \$5,329,727

District 3: \$1,642,446

District 4: \$1,930,249

District 5: \$956,096

District 6: \$635,214

District 7: \$1,550,297

District 8: \$905,233

Note: Please see attached second attachment with my current budget breakdown to maintain the current parks and facilities.

Thank you,

Alphonza Williams-FMC/CHST- Deputy Director of Parks Maintenance



Administrative Services Committee Meeting

Meeting Date: 03/25/2025 HCD_E.W. Estates Tax Credit Project Approval Request

Department:	HCD				
Presenter	Hawthorne Welcher, Jr. and/or HCD Staff				
Caption:	Motion to approve HCD's request to loan HOME- American Rescue Plan, in the amount of Nine-Hundred and Sixty Thousand Dollars (\$960,000.00), for the construction of E.W. Estates in partnership with Woda Cooper Development, Inc. (part of Woda Cooper Companies, Inc.) and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCA) Low Income Housing Tax Credit Project only, within the Commission approved Sand Hills Revitalization area.				
Background:	In 1913, the City of Augusta passed an ordinance opposing racial zoning. After the passage, a large influx of Middle-Class African Americans moved and built large homes in various popular styles. With the change and growth within the Sand Hill Community prompted The Federal Emergency Admin of Public Works to fund the construction of E.W. Estates.				
	Erected in 1936 as an elementary school for black children named after Rev. Edwin Weed. Weed was the first rector of the Church of the Good Shepherd, and it was his contributions and interest in the education of black children that led to the founding of the school. The Weed School served as various education purposes until its abandonment in 2011. To this day, you can still find remnants of the glory days of the former school throughout.				
	Address	Budget	Project Type		
	2403 Mt. Auburn Street	\$16.9 Million	New construction		
	HOME	\$960,000.00	"		
	Project Overview Information	L			

- > This development would be an affordable apartment development.
- > This development would not be a public housing project.

- This development's total development costs (TDC) are estimated to be \$16.9M.
- HCD's potential commitment (contingent upon DCA application approval) would be a loan in the for \$960,000.00 (HOME- American Rescue Plan) @ 1% interest rate per annum, 20-year term (w/20-year non-amort).
- ➢ HCDs commitment would be 5.7% of Total Development Cost
- If tax credits are awarded, construction would start and end approximately Quarter 2 2026 and Quarter 3 2027, respectively.
- HOME funds would be used for all construction hard costs related to the 48unit development.
- Property Location: parcel # (034-1-210-00-0, 2.22 acres)

Project Specific Information

- Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop E.W. Estates at 2430 Mount Auburn Street, Augusta, GA. 30904 in Augusta, Richmond County, Georgia. This would be the adaptive reuse of a contributing structure within the Sand Hills Historic District, formerly known as The Weed School, combined with a new construction two-story building with elevator. The development will have forty-eight (48) units in total for the elderly (aged 62 years and above).
- The development is being named E.W. Estates in honor of Reverend Edvin G. Weed. The marker on the former school building erected in 1936 explains: Named after Reverend Edvin G. Weed, First Rector of the Church of Good Shepard. Later a Bishop of the Diocese of Florida. His interest in the Negro Race and their Education together with the generous Gifts of his Time and Money planted the Seed from which sprang this School which bears his Name.
- The E.W. Estates site will be ideal for this senior development mainly for 2 reasons: 1) Its proximity to amenities and to downtown Augusta and 2) The way it will blend in with the reemerging Sand Hills neighborhood. The site is just a few blocks off Walton Way, which is one of the maim commercial corridors that leads into Augusta's Medical District and then Augusta's downtown just beyond that. Bus stops are conveniently located along Walton Way. The Sand Hills Community Center is less than 500 feet away along Mount Auburn Street. Site scores maximum points as per DCA's scoring criteria for amenities. The Sand Hills community has just gone through an extensive charrette process with the help of Augusta's Housing & Community Development. The community would like to preserve its dominant single family home residential neighborhood while increasing residential density in

certain areas. The design charrette resulted in the community recommend that the former Weed School be defined as a location that would allow for multifamily development.

- Woda Cooper Development, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.
- E.W. Estates will essentially be a combination of redeveloping the historic structures with very little change to the look and feel of the existing buildings, and the construction of a new 2-story building which will have a large brick component to blend well into the fiber of the existing proud neighborhood. The unit split will be 42 one-bedroom units and 6 two-bedroom units with a total of 48 units. All 48 units are designated LIHTC units, with 10 of those units for residents earning up to 30% of the Area Median Income (AMI), 24 units for residents earning up to 60% AMI, and 14 units up to 80% AMI.
- E.W. Estates will have a community building with a multipurpose room, an art & crafts center, an equipped computer room as well as a laundry facility. Exterior amenities will include a gazebo and due to the increased demand for pickleball, the site will also have a pickleball court.
- The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.
- The site location is perfect for such development and the recent market study disclosed a strong demand for affordable housing in Augusta. The development is within the boundaries of the Sand Hills Historic District.
- The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications. This development will comply with the LEED for Homes program.
- The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Developer Information

Woda Cooper Companies, Inc.:

- Formed in 1990
- Privately owned by an ESOP (Employee Strock Option Program) Principals are Jeff Woda and David Cooper
- Headquarters: Columbus, Ohio. Regional office in Savannah Office (Denis Blackburne, Senior VP)
- Develop multifamily housing in 18 states

Item 5.

- Developed 375+ properties
- Focus on affordable/workforce housing
- Industry leader, consistently among top 15 developers nationally, currently ranked 8th
- ➤ Manage over 16,000 units
- Long-term owners (only ever sold one property and an old portfolio of RD properties)

Parallel Housing, Inc.

- Non-profit 501 (c) 3 organization based out of Athens, Georgia
- 19 years' experience in the Georgia affordable housing market
 Gregg Bayard, Executive Director
- Mission is to provide energy efficient, sustainable affordable housing to communities in need.
- First LEED Certified affordable housing development in the southeast (Sustainable Fellwood in Savannah)
- Also partnered with Woda Cooper in developments in Indiana, Iowa, Kentucky, and South Carolina.

Together Woda Cooper and Parallel Housing have developed the following	-
properties in Georgia,	

	(Georgia LIHTC Dev	velopments		
Year Credits Awarded	Development Name	Location	Construction Type	Tenant Base	Number of Units
2024	Watson Pointe	Augusta	New Constr.	Senior	52
2023	Connell Commons	Atlanta	New Constr.	Multifamily	144
2023	Oscar Thomie	Warner Robins	New Constr.	Multifamily	90
2023	Canaan Crossing II	Madison	New Constr.	Multifamily	40
2023	The Lenox	Augusta	New Constr.	Multifamily	64
2022	Canaan Crossing	Madison	New Constr.	Multifamily	60
2019	Stanton Park	Atlanta	New Constr.	Multifamily	56
2019	Canaan Crossing	Madison	New Constr.	Multifamily	60
2016	Adair Court	Atlanta	New Constr.	Senior	91
2015	Mallalieu Pointe	East Point	New Constr.	Multifamily	67
2014	Silver Lakes	Madison	New Constr.	Senior	44
2103	Stanton Oaks	Atlanta	Rehab	Multifamily	43
2010	Harmony Greene	Pooler	New Constr.	Multifamily	50
2009	Sustainable Fellwood III	Savannah	New Constr.	Senior	100
2009	Sustainable Fellwood II	Savannah	New Constr.	Multifamily	110
			Total		1071

Analysis: Motion to approve HCD's request to develop Senior affordable housing units.

Financial Impact: HCD is committed to providing E.W. Estates a development loan funding in the amount of Nine Hundred and Sixty Thousand Dollars and 00/100 Dollars (\$960,000.00) via our HOME – American Rescue Plan Partnerships Program (50% in 2026 & 50% in 2027). Additionally, please be advised that 100% of this funding is being committed to E.W. Estates, as a loan for 20 years at one percent (1%) interest per annum (loan will be amortized over the 30 years) and will take second position to bank debt. This commitment is contingent upon DCA's funding application approval.

Alternatives: Deny HCDs Approval Request

Recommendatio Motion to approve HCD's request to loan HOME- American Rescue Plan, in the amount of Nine-Hundred and Sixty Thousand Dollars (\$960,000.00), for the construction of E.W. Estates in partnership with Woda Cooper Development, Inc. (part of Woda Cooper Companies, Inc.) and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCA) Low Income Housing Tax Credit Project only, within the Commission approved Sand Hills Revitalization area.

Funds are available in the Home- ARP Funds: GL Code: 221073228-5211120

following accounts:

REVIEWEDProcurement**AND**Finance**APPROVED**Law**BY:**Clerk of Commission

Hawthorne E. Welcher, Jr. Director

Shauntia Lewis Deputy Director Item 5.

March 4, 2025

Woda Cooper Companies Attention: Mr. Denis Blackburne 50 Meeting Street, Ste D Savannah, Georgia 31411

RE: HOME - American Rescue Plan - E. W. Estates

Dear Mr. Blackburne:

Pursuant to several discussions over the past month, the Augusta Housing and Community Development Department acknowledges your request for financial support for your proposed low- income housing tax credit development, known as E.W. Estates. The project will consist of forty-eight (48) units for the elderly to be located at 2403 Mount Auburn Street, Augusta, GA. 30904, formerly known as The Weed School.

Further, we acknowledge that the Woda Cooper Developer, Inc, a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia. It is also our understanding that the dynamics of this project include the combination of redeveloping the historic structures and the construction of a new 2-story building with an elevator. The proposed unit split will be 42 one-bedroom units and 6 two-bedroom units with a total of 48 units. All 48 units are designated LIHTC units, with 10 of those units for residents earning up to 30% of the Area Median Income (AMI), 24 units for residents earning up to 60% AMI, and 14 units up to 80% AMI.

Therefore, the Augusta Housing and Community Development Department (HCD) is committed to providing the E.W. Estates project loan funding in the amount of Nine Hundred and Sixty Thousand dollars 00/100 Dollars (\$960,000.00) via our HOME- American Rescue Plan, 100% of this funding is being committed to Woda Cooper Companies as a non-amortizing loan for 20 years in a form of a grant and HCD will retain a mortgage lien in 2nd position. The loan will not bear any interest rate and will be available during and after construction.

This Committed funding is contingent upon completion of all necessary documentation to the satisfaction of the city of Augusta, normal and customary underwriting of the project, the project sponsors, compliance with all Federal and City Regulations and policies and most importantly, an approved low-income housing tax credit application via the Georgia Department of Community Affairs (DCA).



E.W. Estates Commitment Letter March 4, 2025 Page 2

HCD sincerely appreciates your team's efforts and commitment to such a key development as apart of Augusta, Georgia community.

Thanks for your time and if you have any additional questions or concerns, please don't hesitate to give me a call (706) 821-1797.

Sincerely,

Hawthorne Welcher, Jr.



Administrative Services Committee

April 29, 2025

Firefighter I New Recruit Employment Application

Department:	N/A
Presenter:	N/A
Caption:	Mr. Lawrence A. Brannen requesting a change on the current "Firefighter I New Recruit" employment application.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

	_ Commission	Date of Meeting
	_ Public Safety Committee	Date of Meeting
·	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting 04-29-2025
1 <u>111111111111111111111111111111111111</u>	_ Engineering Services Committee	Date of Meeting
(_Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Lawrence R. Brannen
Address: 445 Fenwick Street
Telephone Number: (706) 524-6786
Fax Number:
E-Mail Address: Lawbrannen 32 Coutlook, con

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

Card of	Direct 1	the pr	roonal	responsible	for	construction	a th	e to	th Q.
employment	applicati	ions to	correct	a vital	etro	- currently	00		
"Firefighter	- I /ileus	Recru	it" ea	moleumon	t a	policaliza			
				1 3	1	7			

Please send this request form to the following address:

Ms. Lena J. Bonner Clerk of Commission Suite 220 Municipal Building Telephone Number: 706-821-1820 Fax Number: 706-821-1838 E-Mail Address: <u>lbonner@augustaga.gov</u> <u>nmcfarley@augustaga.gov</u>

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.

Item 6. EXHIBIT



There Is a Newer Version of this Section 👻

View Our Newest Version Here >

2022 Georgia Code Title 31 - Health Chapter 11 - Emergency Medical Services Article 3 - Personnel § 31-11-52. Certification and Recertification Of, and Training For, Paramedics and Cardiac Technicians; Qualifications by Felons

Universal Citation:

GA Code § 31-11-52 (2022) ()

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Next >

- a. The department shall establish procedures and standards for certifying and recertifying paramedics and cardiac technicians. An applicant for initial certification as a paramedic or a cardiac technician must:
 - Submit a completed application on a form to be prescribed by the department, which shall include evidence that the applicant is 18 years of age or older and is of good moral character;
 - 2. Submit from the department a notarized statement that the applicant has completed a training course approved by the department;

EXHIBIT A - 2. Item 6.

- 3. Submit to the department a fee as set forth in the regulations of the department; and
- 4. Meet such other requirements as are set forth in the rules and regulations of the department.
- b. The department shall also adopt procedures and standards for its approval of paramedic training courses and cardiac technician training courses. The department shall adopt such regulations after consultation with appropriate public and private agencies and organizations concerned with medical education and the practice of medicine. Procedures and standards adopted by the department shall be consistent with the purposes and provisions of this chapter.
- c. An applicant convicted of a felony more than five but less than ten years prior to application shall not be disqualified for certification, provided that such applicant has:
 - 1. Successfully completed a training program approved by the department and sponsored by the Department of Corrections pursuant to Code Section 42-5-57; and
 - 2. Met all other requirements as set forth in this chapter.

History. Code 1933, §§ 88-3112.1, 88-3112.2, enacted by Ga. L. 1977, p. 281, §§ 2, 3; Ga. L. 1988, p. 1923, § 3; Ga. L. 2001, p. 1145, § 3; Ga. L. 2021, p. 782, § 4/SB 46.

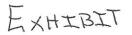
The 2021 amendment, effective May 10, 2021, added subsection (c).

< Previous

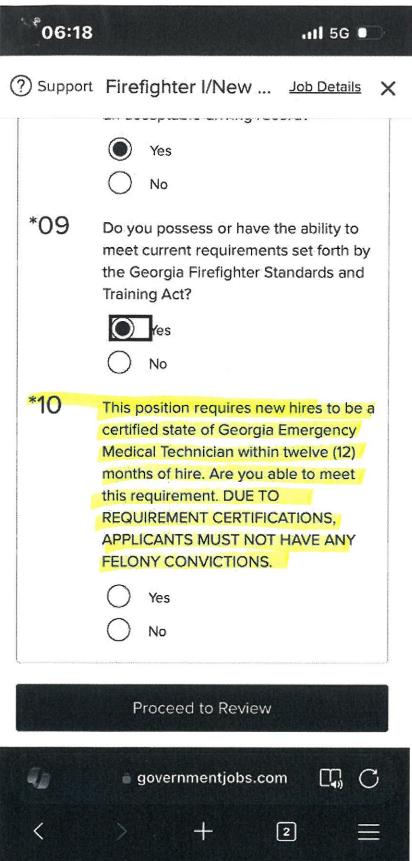
Next >

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Administrative Services Committee

Meeting Date: May 1, 2025

2025 Annual Bid Award – Procurement Department

Department: Procurement Darrell White Presenter: Motion to approve of the following annual bid item, as the estimated annual purchases for these Caption: items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 25-129 Landscape Maint. Service Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple oneyear periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code. The Annual Bid Item for consideration includes the following item: Engineering and Environmental Services Depart: 2025 BUDGET \$53.820.00 25-129 Landscape Maint. Service: The recommendation for the award is for a one-year term with the option to extend for an additional year upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code. The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award. The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is the attached recommendation, which reflects a balanced consideration of factors such as costeffectiveness, quality, and compliance with our procurement guidelines. Enclosed herewith, please find the detailed recommendation of award for your review and

approval. We believe that the selected vendors not only meet but exceed the specifi

requirements, and their proposals align with the principles of fairness, competitiv *ltem 7.* and transparency upheld by the Augusta Procurement Code.

Analysis: The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the \$25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

Section 1-10-54, under the "Authority of Administrator to make small purchases," clearly outlines that the Administrator is vested with the authority to make purchases, approve annual bids, and enter into professional services agreements without Commission approval for products, services, and annual bids not exceeding \$25,000.

In alignment with this provision, we seek approval for the bids, as they fall within the Administrator's purview for small purchases. The bid has undergone a meticulous review process by both the Procurement Department and the User Department, ensuring compliance with all relevant guidelines and standards.

Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.

Financial Impact: User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility.

Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.

Alternatives: Deny and require the user departments to follow the Procurement for acquiring quotes for the services needed.

Recommendation: The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.

Funds are available in User Department are responsible for the procurement of items within their approvedthe following2025 Budget.

accounts:

REVIEWED AND

N/A

<u>APPROVED BY:</u>

Sealed bids will be received at this office until Friday, December 20, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 966 517 3229; Passcode: 620177 for furnishing:

BID ITEM ENGINEERING AND ENVIORNMENTAL SERVICES DEPARTMENT - ANNUAL CONTRACT

COMMODITY CODE (Bid Items may have more parent codes)

		COMMODITY CODE
No.	Bid Item Description	(Bid Items may have more parent codes)
1	25-129 Landscape Maintenance Services	018-906-56; 022-910-52

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

Darrell White, Interim Procurement Director Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901 706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, December 13, 2024 @ 5:00 P.M. No bid will be accepted by fax; 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.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

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

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

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

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

 Augusta Procurement Department

 Attn:
 Darrell White, Interim Director of Procurement

 535 Telfair Street, Room 605

 Augusta, GA 30901

 Fax:
 706-821-2811 or Email: procannualbids@augustaga.gov

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

Darrell White, Interim Procurement Director

Publish:

Augusta Chronicle Metro Courier November 21, 28, December 5, 12, 2024 November 21, 2024



Bid Item #25-129 Landscape Maintenance Service – Annual Contract for Augusta, Georgia - Engineering and Environmental Services Department Bid Date: Friday, December 20, 2024 @ 11:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 6 Total packages submitted: 3 Total Noncompliant: 0

Vendors	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Tri Scapes, LLC 1595 Peachtree Pkwy Ste. 204 Cumming, GA 30041
Attachment B	YES	YES	YES
E-Verify #	1512510	67036	123689
SAVE Form	YES	YES	YES
Pesticide License	YES	YES	YES
FEES	PRICE	PRICE	PRICE
Monthly	\$4,485.00	\$6,500.00	\$11,223.37
Annually	\$53,820.00	\$78,000.00	\$134,680.50
Herbicide	\$0.00	\$0.00	\$0.00
Pesticide License	YES	YES	YES
EXCEPTIONS			YES

- Engusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

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

MEMORANDUM

TO:	Darrell White Interim Director - Procurement
FROM:	Hameed Malik, Ph.D., P.E. Director
DATE:	January 21, 2025
SUBJECT:	Bid Item 25-129 Landscape Maintenance Service

In response to Bid Item 25-129 Landscape Maintenance Service, three compliant bids were received. It is my recommendation to award the bid to LEP Contracting LLC. They submitted an acceptable bid and after thorough examination, we found all aspects of the submitted bid documents to have met the specifications as requested.

Thank you in advance for your time and attention. Please feel free to contact me on 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Engineering & Environmental Services Department Augusta Solid Waste & Recycling Facility 4330 Deans Bridge Road, Blythe, GA 30805 (706) 592-3200 - Fax (706) 592-3255 WWW.AUGUSTAGA.GOV Clark's Superior Lawn Care Larry Clark 129 Woodbridge Way Statesboro, GA 30458

Kohn's Lawn Care & More, LLC 1918 Carvers Ct. Hephzibah, GA 30815 Pond Maintenance Of Augusta, LLC 3707 Colbert Street Augusta, Georgia 30906

Rise and Shine Lawncare & Landscaping Services, LLC P. O. Box 222 Gracewood, GA 30812 Augusta Quality, LLC 3904 Wrightsboro Rd, Ste C Augusta, GA 30909

Piedmont Landscape Mgt Inc 2013 Franke Ct Augusta, GA 30909

Hameed Malik Engineering and Environmental Services

BID ITEM# 25-129 LANDSCAPE MAINTENANCE SERVICES FOR ENGINEERING AND ENVIRONMENTAL SERVICES DEPART BID DUE: FRIDAY 12/20/2024 @ 11:00 A.M. Tammie Herring Environmental Service

BID ITEM# 25-129 LANDSCAPE MAINTENANCE SERVICES FOR ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT BID MAILED: 11/21/2024 Yolanda Jackson Compliance



Procurement Department

Mr. Darrell White, Interim Director

Who

MEMORANDUM

DATE: February 5, 2024

TO: Tameka Allen, Administrator

FROM: Darrell White, Interim Director Procurement Departmen

SUBJECT: 2025 Annual Bid Approval Request – Phase 3

Please find attached a copy of the annual bids which require administrative approval per the Augusta, Georgia Procurement Code Section 1-10-58.

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000.00), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Each annual bid item was sent out for bid per the Augusta Code Article 6- Section 1-10-50. Sealed Bids Selection Method. We have attached a list of the annual Bid Items sorted by Departments for your review and approval. Under each Department tab you will find the following:

- 1. Department recommendation of award for each bid.
- 2. Copy of the Tabulation sheet which highlights the Department's recommendation.
- 3. Copy of Invitation to Bid Advertisement.
- 4. Local Vender Preference when applicable

We ask you to review each annual bid item and approve as you deem necessary. Additional approval request will be issued as they are recommended by the Departments. Please contact the Procurement Department for any questions or concerns in reference to this request.

DW/ap Attachments Date: 2/13 Dats Administrative Signature: Denv: Approve:

Suite 605 - 535 Telfair Street, Augusta Georgia 30901 (706) 821-2422 - Fax (706) 821-2811 www.demandstar.com/supplier for automatic bid notification



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

2025 Administrative Ap, val Annual Bids - Phase 3

Teb	Bid Item Number	Type of Solicitation	Description	Department	Depertment Recommendation of Awardof Vendor(s) Vendor	Tatel Nomber of Vendors Responded	Total Humber of Non Local Vendors Responded	Yotsi Hamber ot Lomi Vandors Kespondisi	Non Lacel Vendor Awerded	Liscal Vender Awarded	Locki Vendor Option (LVC)
				Enginee	ring and Environmental Services						
	25-001	113	Hend Tools	Engineering and Environmental Services	E T indestriel Supply	1	D	3	Q	3	0
1	25-0544	tra	Inspections, Idaintenance, and Repair of Shop Regularism	Englocering and Environments Services	Overheed Cress Compliance	1	1	0	3	0	0
	25-077A	(TB	Overhead Door Repair & Maletanance	Engineering and Environmental Services	Augusta Overheed Door Sales, Inc.	1	ð	1	b	2	0
	25-127A	rite	Pipe & Fittings	Engineering and Environmental Services	Forguson Weberworks	1	0	1	0	1	0
	25-125	ET B	Landscope Maintenance Service	Engineering and Environmental Services	LEP Contracting, LLC	3	1	2	9	1	0
					Parks and Recreation						
2	25-072	m	Cooling Towals	Parks and Recention	Zebre Marketing	1	B	1	0	1	

Total Vendors Responded

a,

8	Percentage Participa	ition
2	Non-Local Participation	25.0%
6	Local Participation	75.0%
6	Percentage Participa	ation
1	Non-Local Participation	16.7%
5	Local Participation	83.3%
0		
	2 6 1 5	 2 Non-Local Participation 6 Local Participation 6 Percentage Participation 1 Non-Local Participation 5 Local Participation



Administrative Services Committee

Meeting Date: Tuesday, May 13, 2025

Building Automation Service and Mechanical Service Agreements - Year 1

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve the request for the Building Automation Service and Mechanical Service Agreements – Year 1 in the total amount of \$580,670.97 by Trane Company. (RFQ18-164)
Background:	Under the BAS (Building Automation Service) Service Agreement, Trane will provide preventative maintenance and building automation services. Detailed service descriptions, frequencies, and covered equipment are found in the attached documentation.
	Under the Mechanical Service Agreement, Trane will provide mechanical preventative maintenance. Detailed service descriptions, frequencies, and covered equipment are found in the attached documentation.
Analysis:	Trane Company will perform under the Building Automation and Mechanical Maintenance Service Agreements with a term of two (2) years with three (3) one-year extensions.
Financial Impact:	101-01-6210/52.11120 – Funding was approved under the 2025 Operating Budget.
	\$557,201.86 – Mechanical Service Agreement
	\$23,469.11 – Building Automation Service Agreement
Alternatives:	A – Approve the request
	B – Do not approve the request
Recommendation:	Approve the request for the Building Automation Service and Mechanical Service Agreements -Year 1 in the total amount of \$580,670.97 by Trane Company.
Funds are available in the following	101-01-6210/52.11120 – Funding was approved under the 2025 Operating Budget.
accounts:	\$557,201.86 – Mechanical Service Agreement
	\$23,469.11 – Building Automation Service Agreement



SCHEDULED BAS SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. 804 Trane Rd Augusta, GA 30909

Trane Representative Chris Gleiter Cell: 706-726-1536

Proposal ID

7818674

Master Agreement 7818674

Company Name

Augusta-Richmond Cnty 535 TELFAIR ST SUITE 800 Augusta, GA 30901-3090

Sites Included: See below:

April 29th, 2025



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively
- <u>Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue consecutive</u> years.

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) *O&M Guide 2010*

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for	All Trane technicians follow	Trane incident rates (OSHA)	You will have a consistent group of Trane employees dedicated to your account.
handling refrigerant are	documented processes	are consistently 50 to 70	
compliant with federal and	ensuring uniform service	percent below industry	
state regulations.	delivery.	averages.	



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
 Receive consistent service outcomes through proprietary
- maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures

REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. The Clean Air Act requires <u>owners</u> to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be



maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which <u>can</u> aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

- 1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
- 2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
- 3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.b. Customer will have access to form letters and information assistance for reporting situations encountered
 - during coverage.

Quantity Per Term

5 5 5

5

Quantity Per Term

5 5

5

5

5

HVAC BUILDING AUTOMATION COVERAGE

Augusta Animal Control

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E22F21122	

Service Description

System Analysis and Review (service 1) IS 10 Point Remote Inspection (Service 2) Order SMP License (Service 4) Update SMP License (Service 5)

Augusta Utilities Department

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E16K19848	

Service Description

System Analysis and Review (service 1) IS 10 Point Remote Inspection (Service 2) Order SMP License (Service 4) Update SMP License (Service 5)

Richmond County Sheriffs Admin building

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E22F20673	
Service Description System Analysis and Re	Qua	ntity Per Term			
IS 10 Point Remote Inspection (Service 2) Order SMP License (Service 4)					5

Order SMP License (Service 4) Update SMP License (Service 5)

Diamond Lakes Parks

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E16A83319	
Service Description System Analysis and Rev	iou (Sonio	o 1)		Qua	ntity Per Term
IS 10 Point Remote Inspe		5			
	Order SMP License (Service 4)				
	/ice 4)	,			5

Quantity Per Term 5

5 5 5

Richmond County DFACS

The following "Covered Equipment" will be serviced at Richmond County DFACS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E18B01179	

Service Description

System Analysis and Review (service 1) IS 10 Point Remote Inspection (Service 2) Order SMP License (Service 4) Update SMP License (Service 5)

SITE COVERAGE

The following Sites are included:

Augusta Animal Control	4164 Mack Ln, Augusta, GA 30906
Augusta Utilities department	452 Walker St, Augusta, GA 30906
Augusta Richmond Sherriff Admin	400 Walton Way, Augusta GA 30906
Diamond Lakes Park	103 Diamond Lakes Way, Hephzibah, GA 30815
Richmond County DFACS	520 Fenwick St, Augusta-Richmond, GA 30901

SERVICE CALL PRICING (FOR CALLS OUTSIDE OF CONTRACT)

***** The service call rate outlined below is subject to annual increases. This pricing is valid only as of the date of this contract.*********

Georgia					
HVAC Rates	1/1/2025				
Digital Services - Standard Time	\$	191.00			
Digital Services - Overtime Time	\$	286.50			
Digital Services - Premium Time	\$	382.00			
Trip Charge	\$	69.00			
Fuel Charge	\$	39.00			

PRICING AND ACCEPTANCE

Site Address: Refer to the Site Coverage Page

Augusta-richmond Cnty 535 TELFAIR ST SUITE 800 Augusta, GA 30901-3090

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	23,469.11	23,469.11	Annual
Year 2	18,698.50	18,698.50	Annual
Year 3	19,383.04	19,383.04	Annual
Year 4	20,067.53	20,067.53	Annual
Year 5	20,752.07	20,752.07	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on May 31, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Rd, Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

"TRANE 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, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE'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 TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE 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 TRANE. TRANE 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

Trane and subcontracts 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. TRANE and subcontracts 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. TRANE 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 TRANE 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 subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE 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

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.	
Authorized Representative	Submitted By: Chris Gleiter	
	Proposal Date: April 29th , 2025	
Printed Name	Cell: 706-726-1536	
Title	License Number:	
Purchase Order	Authorized Representative	
Acceptance Date	Title	
	Signature Date	

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025. Total Contract Amount: \$102,370.25 USD.

Optional Year Pricing years 6-10:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Option Year 6	21,437.00	21,437.00	Annual
Option Year 7	22,251.60	22,251.60	Annual
Option Year 8	23,097.17	23,097.17	Annual
Option Year 9	23,974.86	23,974.86	Annual
Option Year 10	24,885.91	24,885.91	Annual

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's Counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Liquidated Damages. The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages softered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia and line the provisions of this percention of damages for a particular breach of this

6. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

7. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

9. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

10.Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or system; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing, weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this A

Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services prov

11. TRANE 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 TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA 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. 12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or

suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible to correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

17. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

\$2,000,000 per occurrence Commercial General Liability \$2,000,000 CSL

Automobile Liability Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation. 18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

> 1-26.130-7 (1024) Supersedes 1-26,130-7 (0724)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"<u>Customer Data</u>" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi)

biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

- 2. <u>HVAC Machine Data; Access to Customer Extranet and Third Party Systems</u>. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. <u>Accounts</u>. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. <u>Systems</u>. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. <u>Restrictions</u>. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. <u>Account Termination</u>. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. <u>Third Party Systems</u>. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
- 3. <u>Customer Data; Confidentiality</u>. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
- 4. <u>Customer Data; Compliance with Laws</u>. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "*Laws*"). The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.
- Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.
- TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that
- these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.
- 5. <u>Customer Data; Information Security Management</u>. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("*Information Security Program*"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
- 6. <u>Monitoring</u>. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should





know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

- 7. <u>Audits</u>. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
- 8. Information Security Contact. Trane's information security contact is Local Sales Office.
- Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
- 10. <u>Threat and Vulnerability Management</u>. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
- 11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. <u>Secure Disposal Policies</u>. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

- 13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
- 14. <u>Contingency Planning/Disaster Recovery</u>. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
- 15. <u>Return of Customer Data</u>. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
- 16. <u>Background Checks</u> Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
- 17. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR





THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024 Supersedes: November 2023v2

Liquidated damages

The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

TRANE 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 TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA 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.

"TRANE 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, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE'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 TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for 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

Trane and subcontracts 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. TRANE and subcontracts 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. TRANE 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,

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Georgia the TRANE 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 subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE 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

The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made. Supersedes: November 2023v2

Item 8.





SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



Item 8.



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: System Analysis and Review

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review 30 Minutes
- Software Service Pack Update (Per Workstation and/or BCU)

Service 1: Software Upgrade and Renew SMP License

Description

- Get SMP License for Customer
- BAS Operational Check is Everytying Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 2: IS 10 Point Remote Inspection

Description

- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Area Review
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 3: IS 10 Point Remote Inspection

Description

- Project Scope Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 4: Order SMP License

Description

• Order SMP License





Service 5: Update SMP License Description

Update SMP License



SCHEDULED MECHANICAL SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. 804 Trane Rd Augusta, GA 30909

Trane Representative Chris Gleiter Cell: 706-726-1536

Proposal ID

7412053

Master Agreement 7412053 Company Name

Augusta-Richmond County 535 TELFAIR ST SUITE 800 Augusta, GA 30901-3090

Sites Included: Refer to the Site Coverage Page

April 29th, 2025





EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively
- <u>Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue</u>
 <u>consecutive years.</u>

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a runto-fail approach. This service agreement will help you capture those savings. (*FEMP*) *O&M Guide 2010*

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for	All Trane technicians follow	Trane incident rates	You will have a consistent group of Trane employees dedicated to your account.
handling refrigerant are	documented processes	(OSHA) are consistently 50	
compliant with federal and	ensuring uniform service	to 70 percent below industry	
state regulations.	delivery.	averages.	



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- · Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of airconditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. The Clean Air Act requires <u>owners</u> to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered



a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which <u>can</u> aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

- 1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
- 2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
- 3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.

Quantity Per Term

5

10

Quantity Per Term

5 10



HVAC EQUIPMENT COVERAGE

Augusta Animal Control

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll	1	Trane	CGAM070A2W	U20H82687	
Compressors					

Service Description

CMSA SCROLL CGAM Digital Inspection Setup (Service 28) CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site (Service 29)

Augusta Aquatic Center

The following "Covered Equipment" will be serviced at Augusta Aquatic Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	PBN2001	2020119233694	Boiler #1
Boilers - Generic	1	Other	PEERLESS B	NS-3992309	

Service Description

Annual Seasonal Maintenance. (Service 7)
Boiler Semi-Annual Maintenance (Service 8)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Other	SA60E	2720627315	

Service Description

Service Description	Quantity Per Term
Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance	5
(Service 52)	
Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance	5
(Service 60)	

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air	1	Trane	4TWA4060A4	191324752F	
Conditioners - Generic					
Split System Air	1	Trane	4TWA4060A4	20094ML12F	
Conditioners - Generic					
Split System Air	1	Trane	4TWA4060A4	2016237A2F	
Conditioners - Generic					
Split System Air	1	Trane	4TWA4060A4	2016238H2F	
Conditioners - Generic					
Split System Air	1	Trane	4TWA4060A4	201624BB2F	
Conditioners - Generic					
Split System Air	1	Trane	4TWA4060A4	201624DJ2F	
Conditioners - Generic					

Service Description

Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) (Service 55)

Quantity Per Term 5





Service Description

Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser) (Service 63)

Quantity Per Term 5

Quantity Per Term

5

5

Item 8.

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Other	LCS2814-03	F2040000046	CU-2
Split System Air Conditioners - Generic	1	Other	LCS8214-03	F204000050	CU-1

Service Description

Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) (Service 55) Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser) (Service 64)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Computer Room Air	1	Other	AHU	NS-3992308	
Conditioners-Generic Computer Room Air	1	Other	AHU	NS-3992310	
Conditioners-Generic		Othor	7410	110 0002010	

Service Description

Split System Computer Room Unit Annual Maintenance (Service 56) Split System Computer Room Unit Quarterly Maintenance (Service 69)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air	1	Trane	GAM5B0C60M	20074R5L1V	
Conditioners - Generic					
Split System Air	1	Trane	GAM5B0C60M	20125G861V	
Conditioners - Generic					
Split System Air	1	Trane	GAM5B0C60M	20131JLS1V	
Conditioners - Generic					
Split System Air	1	Trane	GAM5B0C60M	20133G8K1V	
Conditioners - Generic					
Split System Air	1	Trane	GAM5B0C60M	20181ELM1V	
Conditioners - Generic					
Split System Air	1	Trane	GAM5B0C60M	20181EMC1V	
Conditioners - Generic					

Service Description

Split System Air Handler Annual Maintenance (Service 58) Split System Air Handler Operational Maintenance (Service 68)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201010245L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201010262L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201210136L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201210576L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	184914865L	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	194610992L	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	201710633L	

Quantity Per Term 5

10

Quantity Per Term

5

5



Service Description

Generic

Precedent Cooling Pre-Season Annual Start-Up (Service 79) Precedent Heating Pre-Season Annual Start-Up (Service 80) Quantity Per Term 5 5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Armstrong Pumps Inc	PUMP 1	0520 5.25	
Pumps	1	Armstrong Pumps Inc	PUMP 2	NS-21864597	PUMP 2
Pumps	1	Bell and Gossett	PUMP	NS-21864594	PUMP 3
Pumps	1	Bell and Gossett	PUMP	NS-21864595	PUMP 2
Pumps	1	Bell and Gossett	PUMP	NS-21864596	PUMP 1
Pumps	1	Bell and Gossett	PUMP 4	PRD30634-2	Pump 4

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term 5

Augusta GA Municipal Building

The following "Covered Equipment" will be serviced at Augusta GA Municipal Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13J46624	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13J46625	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13K50951	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F26950	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F27574	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F27575	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F30505	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14G32667	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14G32668	

Service Description

Annual Seasonal Maintenance. (Service 4) Replace Air Filters (Service 78)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Marley Cooling	AT29-824	13-542274	
		Technologies			

Service Description

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Belt Change (Cooling Tower) (Service 6) Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30) Gearbox Oil Change (Cooling Tower) (Service 31)

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5 5

Quantity Per Term

5 20

Quantity Per Term

5

roposal		
	1	

					1
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA300FAA	L22J02850	C-1

Service Description

Service Description	Quantity Per Term
Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)	10
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)	5
CMSA CTV HDWA Digital Inspection Setup (Service 20)	5
CMSA CTV HDWA Remote Chiller Inspection - 1st Chiller for Site (Service 21)	10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers -	1	Trane	HDWA300FAA	L22J02852	C-2
Generic					

Service Description	Quantity Per Term
Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)	10
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)	5
CMSA CTV HDWA Digital Inspection Setup (Service 20)	5
CMSA CTV HDWA Remote Chiller Inspection - Additional Chiller(s) for Site (Service 22)	10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA006UBG	K14A05700	
Performance Climate Changer	1	Trane	CSAA010UBG	K14A05687	

Service Description

M Series Annual (Service 40) M Series Quarterly (Service 43)

Quantity	Per	Term
	5	

Quantity Per Term

5

-	
20	

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1510-BD-87	C175105-01J31-1	
Pumps	1	Bell and Gossett	1510-BD-87	C175105-01J31-2	
Pumps	1	Bell and Gossett	E1510-4BD-	PRD37667-1 K32	PCWP-1
Pumps	1	Bell and Gossett	E1510-4BD-	PRD37667-2 K32	PCWP-2
Pumps	1	Bell and Gossett	E1510-5EB-	PRD37666-1 H32	CTP-1
Pumps	1	Bell and Gossett	E1510-5EB-	PRD37666-2 H32	CTP-2

Service Description

Annual Pump Maintenance (Service 81)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		

Augusta IT

The following "Covered Equipment" will be serviced at Augusta IT:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged	1	Trane	SEHLF204DL	C14H05505	RTU 1
Industrial Rooftop					





Quantity Per Term

Item 8.

CMSA IPAK SEHL Digital Inspection Setup (Service 23)	5
CMSA IPAK SEHL Remote Inspection - 1st IPAK for Site (Service 24)	10
Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 32)	5
Intellipak Rooftop Electric Heat Pre-Season Annual Start Up (Service 33)	5
Intellipak Rooftop Quarterly Inspection (Service 34)	15
Belt Replacement. (Service 35)	5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged	1	Trane	SEHLF204DL	C14H05506	RTU-2
Industrial Rooftop					

Service Description

Service Description

Service Description	Quantity Per Term
CMSA IPAK SEHL Digital Inspection Setup (Service 23)	5
CMSA IPAK SEHL Remote Inspection - Additional IPAK(s) for Site (Service 25)	10
Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 32)	5
Intellipak Rooftop Electric Heat Pre-Season Annual Start Up (Service 33)	5
Intellipak Rooftop Quarterly Inspection (Service 34)	15
Belt Replacement. (Service 35)	5

Augusta Richmond County Sheriff's Office

The following "Covered Equipment" will be serviced at Augusta Richmond County Sheriff's Office:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	900,000 BT	NS-3748839	

Service Description

Annual Seasonal Maintenance. (Service 7) Boiler Semi-Annual Maintenance (Service 8)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll	1	Trane	CGAM080F2F	U11M27120	
Compressors					

Service Description

CMSA SCROLL CGAM Digital Inspection Setup (Service 28) CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site (Service 29)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA021UAC	K11L24369A	1ST FLOOR AHU
Performance Climate Changer	1	Trane	CSAA025UAC	K11L24382A	

Service Description

M Series Annual (Service 40) M Series Quarterly (Service 43)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Daikin Industries Ltd	FTXB24BXVA	K006533	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	1002361T	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	1002390T	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	NS-21862588	

Quantity Per Term

Quantity Per Term

5

5

5

10

Quantity Per Term

5

15

				80	
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	NS-21862590	

Service Description

NTP Ductless High Wall Indoor Unit Annual Inspection (Service 70) NTP Ductless High Wall Indoor Unit Semi-Annual Inspection (Service 73)

Equipment Qty Manufacturer Model Number Serial Number Asset Tag VRF Systems RXB24BXVJU K009827 1 Daikin Industries Ltd 1 VRF Systems Mitsubishi MUY-GE24NA 1001221 Electric US Inc 1 **VRF** Systems Mitsubishi MUY-GE24NA 1001227 Electric US Inc **VRF** Systems 1 Mitsubishi MUY-GE24NA 1001228 Electric US Inc **VRF** Systems 1 MUY-GE24NA 1001298 Mitsubishi Electric US Inc

Service Description

NTP Mini Split Condenser Annual Inspection (Service 71) NTP Mini Split Condenser Semi-Annual Inspection (Service 74)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E1510 SSF	PRD38986 A42	

Service Description

Annual Pump Maintenance (Service 81)

Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Central Station Air	1	Carrier	39MN30B005	0105F00789	
Handlers - Generic		Corporation			
Central Station Air	1	Carrier	39MN36B	0105F00906	AHU 1
Handlers - Generic		Corporation			
Central Station Air	1	Carrier	39MN36B005	0105F00905	
Handlers - Generic		Corporation			
Central Station Air	1	Carrier	39MN36B005	0105F00925	
Handlers - Generic		Corporation			

Service Description

Annual Seasonal Maintenance. (Service 1) Central Air Handler Quarterly Maintenance (Service 65)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Other	H3 3500-N-	50360582	B-1

Service Description

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Annual Seasonal Maintenance. (Service 7) Boiler Semi-Annual Maintenance (Service 8) **Quantity Per Term**

5

15

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Quantity Per Term 5 5

Quantity Per Term

5

Quantity Per Term 5

Item 8.



Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:							
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag		
Air-Cooled Series R(TM)	1	Trane	RTAC2004U1	U15G02619	CH-1		
Service Description CMSA SCREW RTAC Digita CMSA SCREW RTAC Rem	Qua	n tity Per Term 5 10					

Employee Wellness Center

The following "Covered Equipment" will be serviced at Employee Wellness Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Trane	TRUZA0421K	27U005737H1M53	
VRF Systems	1	Trane	TRUZA0421K	2ZU007917H1M53	

Service Description

NTP Mini Split Heat Pump Condenser Annual Inspection (Service 72) NTP Mini Split Heat Pump Condenser Semi-Annual Inspection (Service 75)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air	1	Trane	TPVA0A0421	23G0013432P813	
Conditioners - Generic					
Split System Air	1	Trane	TPVA0A0421	24G0015932P813	
Conditioners - Generic					

Service Description

Multi Position Air Handler Annual Inspection (Service 88) Multi Position Air Handler Semi-Annual Inspection (Service 89)

Richmond County DFACS

The following "Covered Equipment" will be serviced at Richmond County DFACS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Chiller	1	Trane	RTAC185	U16D05412	CHILLER 1
CGAX_CXAX: Conquest					

Service Description

CMSA SCREW RTAC Digital Inspection Setup (Service 26) CMSA SCREW RTAC Remote Chiller Inspection - 1st Chiller for Site (Service 27)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA040UAL	K16J72003	
Performance Climate Changer	1	Trane	CSAA080UAL	K16J71993	

Service Description

M Series Annual (Service 40) M Series Quarterly (Service 43) **Quantity Per Term**

5 20

Quantity Per Term 5

Quantity Per Term

5

5

5



Quantity Per Term

Service Description Mini Split Heat Pump Condenser Annual Inspection (Service 86) Mini Split Heat Pump Condenser Quarterly Inspection (Service 90)

Equipment Qty Manufacturer Model Number Serial Number Asset Tag **VRF** Systems TPKFYP030K 03M0038465TKLZ 1 Trane

Service Description

Wall Mounted Ductless Indoor Unit Annual Inspection (Service 87) Wall Mounted Ductless Indoor Unit Quarterly Inspection (Service 91)

Service Description

Service Description

Equipment

Equipment

VRF Systems

VRF Systems

NTP Mini Split Condenser Annual Inspection (Service 71) NTP Mini Split Condenser Quarterly Inspection (Service 77)

524 N

Qty

NTP Ductless High Wall Indoor Unit Annual Inspection (Service 70)

Qty

1

NTP Ductless High Wall Indoor Unit Quarterly Inspection (Service 76)

1

Manufacturer

Manufacturer

Carrier Corporation

Corporation

Carrier

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Other	01018OT3E2	1033710493	
Pumps	1	Other	01018OT3E2	1038710491	

Model Number

Model Number

38MARBQ18A

40MAQ

Service Description

Annual Pump Maintenance (Service 81)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC185AU1	U16F05412	

Service Description

RTAC Annual (Solution Coil Cleaning) (Service 82) RTAC Annual (Water Coil Cleaning) (Service 83) **RTAC** Quarterly Inspection (Service 84) **RTAC Quarterly Inspection (Service 85)**

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Trane	NTXSKS15A1	13U0046465PJ2C	

	QLY	Wallulaciulei	
	1	Trane	NTXSKS15A1
dation			

The following "Covered Ec	luipment"	will be serviced a	t Richmond County Hun	nan Resources Depart	tment:
Equipment	Qtv	Manufacturer	Model Number	Serial Number	Asset Tag

Rooftop Air Conditioners -	1	Other	PY4GNAF300	0821F50363	
Generic					
Rooftop Air Conditioners -	1	Other	PY4GNAF300	1621F48942	
Generic					

Quantity Per Term

Quantity Per Term

5

20

Asset Tag

Asset Tag

5 20

Augusta-Richmond County - 5 yr Sched Maint 20 Item 8. Proposal ID: 74120

Serial Number

Serial Number

0421V30899

NS-21864624

Quantity Pe	r Term
10	

Quantity Per Term

5

5

15

15

5

20

Quantity Per Term

5

20







Service Description

Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 51)

Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance (Service 59)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BAYHTR1508	2317B1EU0X	
Vertical Self-Contained Air Conditioners	1	Trane	BAYHTR1508	2317B1EUPX	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	48TCDM08A2	2018P35489	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	48TCEDM08A	1420P94555	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	50KCQA04A2	2620C80281	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	50TCQD08A2	0920P37781	

Service Description

NTP Packaged Vertical Self Contained Air Cooling Annual Maintenance (Service 54) NTP Packaged Vertical Self Contained Air Heating Annual Maintenance (Service 62)

Quantity Per Term 5

Quantity Per Term

5

5

Quantity Per Term

5

15

Quantity Per Term

5

15

Quantity Per Term

5

5

Item 8.

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC102H3EL	193711631L	

Service Description

Precedent Cooling Pre-Season Annual Start-Up (Service 79) Precedent Heating Pre-Season Annual Start-Up (Service 80)

Richmond County Judicial Center

The following "Covered Equipment" will be serviced at Richmond County Judicial Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01169	Chiller 1
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01170	Chiller 2

Service Description

Centrifugal Annual Inspection (Service 11) Centrifugal Quarterly Inspection (Service 14)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll	1	Trane	CGAM060F2Y	U22J04166	
Compressors					

Service Description

CGAM Annual Inspection (Service 15) CGAM Quarterly Inspection (Service 16)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Marley Cooling	NA10011950	10011950-A2-	CT-1
		Technologies		NC8305HGG-09	

Service Description

Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30) Gearbox Oil Change (Cooling Tower) (Service 31)

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Quantity Per Term 5 5

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Sensitivity: Highly Confidential

Serial Number

K09G15677

K09G15686

Generic Makeup Air Handlers -1 Trane MCCB066N0G K09G15705 Generic

Manufacturer

Trane

Trane

Service Description

Makeup Air Handlers -

Makeup Air Handlers -

Equipment

Generic

Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 53) Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 61)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB066N0G	K09G15714	

Servio

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	213TTDC602	90011	
Pumps	1	Bell and Gossett	213TTDC602	90014	
Pumps	1	Bell and Gossett	213TTDC602	90025	
Pumps	1	Bell and Gossett	E1510-SSF-	PRD37819-H32	
Pumps	1	Bell and Gossett	G38030	P-02-7340276-0021- M-0001	
Pumps	1	Bell and Gossett	G38030	P-02-7340276-0021- M-0003	

Service Description

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Annual Pump Maintenance (Service 81)

Webster Detention Center f k a Phinizy Rd Jail

The following "Covered Equipment" will be serviced at Webster Detention Center f k a Phinizy Rd Jail:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air	1	Trane	BCHB	NS-21862451	
Conditioners					

Quantity Per Term 5 5

ice Description eup Air Handler Cooling eup Air Handler Heating				Quanti	ity Per Term 5 5
pment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
ps	1	Bell and Gossett	213TTDC602	90011	

Service Description Makeup Air Handler Cooli	(Quantity Per Term			
Makeup Air Handlers - Generic	1	Trane	MCCB066UA0	K09G15722	
Generic					

andler Cooling i eason Annual Maintenance (Service 53) Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 61)

Qty

1

1

Equipment Qty Manufacturer Model Number Serial Number Asset Tag Makeup Air Handlers -1 Trane MCCB066UA0 K09G15695

Model Number

MCCB050UA0

MCCB050UA0



276-0021-	

Quantity Per Term 5



Asset Tag

Item 8.

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB	NS-21862452	
/ertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29128	
/ertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29129	
/ertical Self-Contained Air	1	Trane	BCHB0242DD	R96M29122	
Conditioners /ertical Self-Contained Air	1	Trane	BCHC012G1G	T13D18075	
Conditioners /ertical Self-Contained Air	1	Trane	BCHC012G2D	T09J20942	
Conditioners /ertical Self-Contained Air	1	Trane	BCHC012G2D	T09J20946	
Conditioners /ertical Self-Contained Air	1	Trane	BCHC018G1G	T13D18037	
Conditioners /ertical Self-Contained Air	1	Trane	BCHC018G2D	T09J20936	
Conditioners /ertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20938	
Conditioners /ertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20940	
/ertical Self-Contained Air	1	Trane	BCHC018G2D	T09J20941	
Conditioners /ertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20943	
/ertical Self-Contained Air	1	Trane	BCHC018G2D	T09J20944	
Conditioners /ertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20948	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D18038	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D18039	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D23606	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09F04752	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20945	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20947	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20950	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC054G1G	T13D18040	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC054G2D	T09J20937	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC054G2D	T09J20939	
/ertical Self-Contained Air Conditioners	1	Trane	BCHC072G1G	T13D18041	
/ertical Self-Contained Air Conditioners	1	Trane	BCHE024DAA	H23D40167	AHU-6E
/ertical Self-Contained Air Conditioners	1	Trane	BCHE024DAA	H23D40169	AHU-10E
Vertical Self-Contained Air Conditioners	1	Trane	BCHE036DAA	H23D40170	AHU-11E



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHE036GAA	H23D40168	AHU-9E
Vertical Self-Contained Air Conditioners	1	Trane	BCHE090GAA	H23D40166	AHU-3D

Service Description

Annual Seasonal Maintenance. (Service 2) Replace Air Filters (Service 78) Quantity Per Term

5 20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29113	
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29116	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC012G2D	T09J20949	

Service Description

Annual Seasonal Maintenance. (Service 3) Replace Air Filters (Service 78)

Quantity	Per	Term
1	5	

20

Quantity Per Term

5

20

Quantity Per Term

5

5

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCVB0242AD	R96M29120	
Vertical Self-Contained Air Conditioners	1	Trane	BCVB0242AD	R96M29130	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC024G1G	T13D18045	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036G1G	T13D18042	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D18043	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D18044	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D23607	

Service Description

Annual Seasonal Maintenance. (Service 5) Replace Air Filters (Service 78)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Baltimore Aircoil	S15E-1212-	U221431502-01-01	CT-1
Mechanical-Draft Towers	1	Marley Cooling Technologies	NC8302ALIS	NC-10006775-A1	CT-2

Service Description

Belt Change (Cooling Tower) (Service 6) Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30) Gearbox Oil Change (Cooling Tower) (Service 31)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA	L22J02850	C-1
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA	L22J02852	C-2

Service Description

Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)

Quantity Per Term 10





Quantity Per Term 5 Item 8.

Service Description

Water Cooled Centrifugal Chiller Annual Inspection (Service 12)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE025GA5	L13D01609	

Service Description	Quantity Per Term
Centrifugal Annual Inspection (Service 10)	5
Centrifugal Quarterly Inspection (Service 13)	15
CMSA CTV CVHE Digital Inspection Setup (Service 17)	5
CMSA CTV CVHE Remote Chiller Inspection - 1st Chiller for Site (Service 18)	10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE032FA4	L09J01538	

Service Description	Quantity Per Term
Centrifugal Annual Inspection (Service 10)	5
Centrifugal Quarterly Inspection (Service 13)	15
CMSA CTV CVHE Digital Inspection Setup (Service 17)	15
CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site (Service 19)	5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00016	CTV02
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00061	CTV01

Service Description

CMSA CTV CVHE Digital Inspection Setup (Service 17) CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site (Service 19)

Quantity Per T	erm
10	
5	

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF K96M10185A		AHU-1B
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF	K96M10202A	AHU-1A
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF	K96M10464A	AHU-1C

Service Description

M Series Annual (Service 41) M Series Quarterly (Service 44)

Quantity Per Term 5

15

Equipment Qty Manufacturer Model Number Serial Number Asset Tag Makeup Air Handlers -MCCB006UA0 Trane K09J34318 1 Generic Makeup Air Handlers -Trane MCCB017XAD K09F06428 1 Generic Makeup Air Handlers -1 Trane MCCB025XAD K09J34330 Generic Makeup Air Handlers -1 Trane MCCB030UA0 K09J34279 Generic Makeup Air Handlers -1 MCCB030UA0 K09J34310 Trane Generic

Service Description M Series Annual (Service 42) M Series Quarterly (Service 45) Quantity Per Term 5 15





Quantity Per Term

Quantity Per Term

5

15

Item 8.

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA010UD0	K13C18512	AHU 1I
Performance Climate Changer	1	Trane	CSAA017UAD	K13C18500	

Service Description

M Series Annual (Service 40) M Series Quarterly (Service 43)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Energy Recovery System	1	Greenheck	ERV-522H-3	11978789	ERV-1G
Energy Recovery System	1	Greenheck	ERV421H-15	11978790	ERV-2F
Energy Recovery System	1	Greenheck	ERV521H-15	11978788	ERV-1F
Energy Recovery System	1	Loren Cook Company			ERV-1I

Service Description

Annual Seasonal Maintenance. (Service 46) Operating Inspection (Service 47)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	1	Other	HDA-500-F-	148393-230518-001 WA	H-1
Unit Heaters - Generic	1	Other	HDA-600-F-	148393-230518-002	H-2

Service Description

Annual Seasonal Maintenance. (Service 48)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Central Station Air	1	Trane	PSCA017UAA	H22M54969A	
Handlers - Generic					
Central Station Air	1	Trane	PSCA018UAA	H22M54975A	AHU-8E
Handlers - Generic					

Service Description

Central Air Handler Cooling Pre-Season Annual Maintenance (Service 49) Central Air Handler Quarterly Maintenance (Service 66)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	KCC International	OAGD360A4	OA277941-1-1	RTU-D-1-1
Rooftop Air Conditioners - Generic	1	KCC International	OAGD360A4	OA277941-2-1	RTU-D-2-1

Service Description

Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance 5 (Service 50) Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance 5 (Service 57) 15

Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance (Service 67)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E-1510 3AD	PRD38022 J32	P2FC
Pumps	1	Bell and Gossett	E-1510 3BD	PRD38024-1 J31	P1FC

Quantity Per Term 5

15

Quantity Per Term

5

Quantity Per Term

5 15

Quantity Per Term

126

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V'	'RANE"				
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E-1510 3BD	PRD38024-2 J32	P1FC
Pumps	1	Bell and Gossett	E-1510 4AC	C156978-01C31	P-2 "FC"
Pumps	1	Bell and Gossett	E-1510 4AC	C166979-01D31	P3FC
Pumps	1	Bell and Gossett	E-1510 4AD	PRD-14897	P4FC
Pumps	1	Bell and Gossett	E-1510 4AD	PRD38025 J32-1	P-1
Pumps	1	Bell and Gossett	E-1510 4AD	PRD38025 J32-2	P-2
Pumps	1	Bell and Gossett	E-1510 5BD	PRD38021-1 J32	P-5
Pumps	1	Bell and Gossett	E-1510 5BD	PRD38021-2 J32	P-6
Pumps	1	Bell and Gossett	E-1510 5EB	PRD38023-1 H32	P-3
Pumps	1	Bell and Gossett	E-1510 5EB	PRD38023-2 H32	P-4
Pumps	1	Other	CO96803-01	C-MM207067-FR24	P-7

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term 5

SERVICE CALL PRICING (FOR CALLS OUTSIDE OF CONTRACT)

***** The service call rate outlined below is subject to increases. This pricing is valid only as of the date of this contract.*********

Georgia					
HVAC Rates	2/21/2025				
Applied - Standard Time	\$	178.00			
Applied - Overtime Time	\$	267.00			
Applied - Premium Time	\$	356.00			
Trip Charge	\$	69.00			
Fuel Charge	\$	39.00			

Item 8.



SITE COVERAGE

The following Sites are included:

Augusta Animal Control	4164 Mack Ln, Augusta, GA 30906
Augusta Aquatic Center	3157 Damascus Rd, Augusta, GA 30909
Augusta GA Municipal Building	535 Telfair St, Augusta-Richmond, GA 30901
Augusta IT	535 Telfair St Bldg 2000, Augusta-Richmond, GA 30901
Augusta Richmond County Sheriffs Office	400 Walton Way, Augusta-Richmond, GA 30901
Diamond Lakes Park	103 Diamond Lakes Way, Hephzibah, GA 30815
Employee Wellness Center	507 Telfair Street, Augusta, GA 30901
Richmond County DFACS	520 Fenwick St, Augusta-Richmond, GA 30901
Richmond County Human Resources Department	520 Fenwick Street, Augusta, GA 30901
Richmond County Judicial Center	735 James Brown Blvd, Augusta-Richmond, GA 30901
Webster Detention Center f k a Phinizy Rd Jail	1941 Phinizy Rd, Augusta, GA 30906



PRICING AND ACCEPTANCE

Augusta-Richmond County 535 TELFAIR ST SUITE 800 Augusta, GA 30901-3090 Site Address: Refer to the Site Coverage Page

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	557,201.86	557,201.86	Annual
Year 2	565,375.92	565,375.92	Annual
Year 3	607,717.88	607,717.88	Annual
Year 4	614,132.42	614,132.42	Annual
Year 5	648,405.43	648,405.43	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning June 1st, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on May 31, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Rd, Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of





this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

"TRANE 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, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE'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 TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE 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 to Augusta, Georgia, and it waives 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

Trane and subcontracts 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. TRANE and subcontracts 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. TRANE 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 TRANE 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 subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE 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

Trane U.S. Inc. Authorized Representative Submitted By: Chris Gleiter Proposal Date: April 29 th , 2025 Printed Name Printed Name Cell: 706-726-1536 License Number: License Number: Title Authorized Representative Purchase Order Title Acceptance Date Title		Proposal ID: 74120	
Authorized Representative Submitted By: Chris Gleiter Proposal Date: April 29th, 2025 Proposal Date: April 29th, 2025 Printed Name Cell: 706-726-1536 License Number: License Number: Title Authorized Representative Purchase Order Title Acceptance Date Title	CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE	
Proposal Date: April 29th, 2025 Printed Name Cell: 706-726-1536 License Number: Title Purchase Order Acceptance Date		Trane U.S. Inc.	
Proposal Date: April 29th, 2025 Printed Name Cell: 706-726-1536 License Number: Title Purchase Order Acceptance Date			
Printed Name Cell: 706-726-1536	Authorized Representative	Submitted By: Chris Gleiter	
Printed Name Cell: 706-726-1536		Proposal Date: April 29 th , 2025	
Title Authorized Representative Purchase Order Title Acceptance Date Title	Printed Name		
Purchase Order Authorized Representative Acceptance Date Title		License Number:	
Purchase Order Title Acceptance Date Title	Title		
Acceptance Date Title		Authorized Representative	
Acceptance Date	Purchase Order		
•		Title	
	Acceptance Date		
Signature Date		Signature Date	

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025. Total Contract Amount: \$2,992,833.51 USD.

Optional Year Pricing years 6-10:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Option Year 6	687,309.30	687,309.30	Annual
Option Year 7	713,510.82	713,510.82	Annual
Option Year 8	740,624.24	740,624.24	Annual
Option Year 9	768,767.96	768,767.96	Annual
Option Year 10	797,981.14	797,981.14	Annual





TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Liquidated Damages. The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (iii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for comunicating the breach. Augusta, Georgia is preach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Luless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, exceept for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be cound by the provisions of time by the SUGUSTA, GEORGIA. Upon the sole discretion of Augu

6. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

7. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or

comply with any material provision of this Agreement. 8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those

selected by Company as suitable for the repair and may be parts not manufactured by Company.
 9. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work;
 (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

10.Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural

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supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations, orreing teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions

Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

11. TRANE 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 TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA 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. 12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO. 13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the

costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY

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OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

17. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flod; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212- (6)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.222-36; 52.2

1-26.130-7 (1024) Supersedes 1-26.130-7 (0724)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. <u>Definitions</u>. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"<u>Customer Data</u>" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual

orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

- 2. <u>HVAC Machine Data; Access to Customer Extranet and Third Party Systems</u>. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. <u>Accounts</u>. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. <u>Systems</u>. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. <u>Restrictions</u>. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. <u>Account Termination</u>. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no





longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. <u>Third Party Systems</u>. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
- 3. <u>Customer Data: Confidentiality</u>. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
- 4. <u>Customer Data; Compliance with Laws</u>. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "*Laws*"). The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that

these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

- 5. <u>Customer Data; Information Security Management</u>. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("*Information Security Program*"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
- 6. <u>Monitoring</u>. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

- <u>Audits</u>. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
- 8. <u>Information Security Contact</u>. Trane's information security contact is Local Sales Office.
- 9. <u>Security Incident Management</u>. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
- <u>Threat and Vulnerability Management</u>. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
- 11. <u>Security Training and Awareness</u>. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. <u>Secure Disposal Policies</u>. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

- 13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
- 14. <u>Contingency Planning/Disaster Recovery</u>. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
- 15. <u>Return of Customer Data</u>. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
- 16. <u>Background Checks</u> Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
- 17. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024 Supersedes: November 2023v2 Liquidated damages

The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement: (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

TRANE 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 TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA 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.

"TRANE 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, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE'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 TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE 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 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, 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

Trane and subcontracts 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. TRANE and subcontracts 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. TRANE 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 TRANE 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 subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE 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

The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

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such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service workflow processes provide detailed steps and information encompassing parts, materials, tools
 and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheave's and pulley's for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Meg the motor and record readings
- Verify proper operation of the condensate drain.
- Verify clean filter.
- Replace clogged or dirty filters as necessary.
- Verify clean coils
- Verify smooth fan operation.
- Verify proper operation of the spray pump, if applicable.
- Test the operation of the low static pressure safety device, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheatingand discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Check the contactor (s) for free and smooth operation.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 2: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify clean condensate pan.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 3: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.



- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check dampers for wear, security and linkage adjustment.
- Replace belt's as necessary.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify clean condensate pan.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 4: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Verify smooth fan operation.
- Verify clean condensate pan.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 5: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 6: Belt Change (Cooling Tower)

Description



• Belt Replacement.

Service 7: Annual Seasonal Maintenance.

Description

- Annual Seasonal Maintenance.
- Report in with customer representative.
- Secure and drain the boiler.
- Open the fire and water side for cleaning and inspection.
- Check the heating surfaces and water side for corrosion, pitting, scale, blisters, bulges and soot.
- Inspect the refractory.
- Check the expansion tank and drain if needed.
- Clean the fire inspection glass.
- Check the blow-down valve packing and lubricate.
- Check and test boiler blow-down valve.
- Perform hydrostatic test, if required.
- Check the gas train isolation valves for leaks.
- Check the gas supply piping for leaks.
- Check the gas pilot solenoid valve for wear and leaks.
- Check the main gas and the pilot gas regulators for wear and leaks.
- Test the low gas pressure switch. Calibrate and record setting.
- Test the high gas pressure switch. Calibrate and record setting.
- Verify the operation of the burner fan air flow switch.
- Inspect and clean the burner assembly.
- Inspect and clean the pilot igniter assembly.
- Inspect and clean the burner fan.
- Run the fan and check for vibration.
- Inspect the flue and flue damper.
- Inspect the panel for cleanliness.
- Inspect wiring connections for tightness and signs of overheatingand discoloration.
- Clean burner fan wheel and air dampers. Check the fan for vibration.
- Verify tightness of the linkage set screws.
- Check the gas valves against leakage (where test cocks are provided).
- Disassemble and inspect the low water cutoff safety device.
- Reassemble the boiler low water cutoff safety device with new gaskets.
- Clean the contacts in the program timer, if applicable.
- Check the operation of the low water cutoff safety device and feed controls.
- Verify the setting and test the operation of the operating and limit controls.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 8: Boiler Semi-Annual Maintenance

Description

- Water Boiler Maintenance Safety Check
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 9: Water Cooled Centrifugal Chiller Seasonal Start Up

Description

- Initial Site Inspection
- Pre-Start Chiller Check
- Start Chiller
- Review Diagnostics
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 10: Centrifugal Annual Inspection Description

Customer Notification



- Initial Site InspectionReview Diagnostics
- Review Diagnostics
 Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Open Starter Panel Door(s)
- Compressor Starter Inspection Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 11: Centrifugal Annual Inspection

- Description
 Custor
 - Customer Notification
 Initial Site Inspection
 - Initial Site Inspection
 - Review Diagnostics
 - Review Purge Report
 - Oil Level And Temperature Check
 - Oil Analysis Per Circuit
 - Purge Maintenance And Operation
 - Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
 - Vane Linkage And Oil Valve Lubrication
 - Centrifugal Oil Filter Change
 - Condenser Tube Brushing Including Head Removal
 - Evaporator Tube Cleaning With Dropping Head
 - Open Starter Panel Door(s)
 - Compressor Starter Inspection Centrifugal
 - Meg Compressor Motor
 - Close Starter Panel Door(s)
 - Control Panel Electrical Inspection Centrifugal
 - Control Panel Calibration Check
 - Low Temperature Sensor Calibration
 - Drain Rupture Disc Vent Line
 - Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
 - Start Chiller
 - Manual Log With Electronic Device

Service 12: Water Cooled Centrifugal Chiller Annual Inspection Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- AFD Operational Inspection Power Applied
- Lock Out Tag Out (Standard)
- AFD Visual Inspection Power Removed





- Test UPS Battery Replace every 10 years
- Flow/Differential Mechanical Switch Check
- Leak Test Inspection (Positive Pressure)
- **Control Panel Calibration Check**
- Low Temperature Sensor Calibration ٠
- Control Panel Electrical Inspection Centrifugal •
- Meg Compressor Motor
- Condenser Tube Brushing Including Head Removal •
- High Side Leak Check Inspection •
- Remove Lock Out Tag Out •
- **Pre-Start Chiller Check** •
- Start Chiller •
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 13: Centrifugal Quarterly Inspection Description

- - **Customer Notification**
- Initial Site Inspection •
- **Review Diagnostics** ٠
- **Review Purge Report**
- **Oil Level And Temperature Check** ٠

Service 14: Centrifugal Quarterly Inspection Description

- **Customer Notification** ٠
- **Initial Site Inspection** ٠
- **Review Diagnostics** •
- **Review Purge Report** •
- **Oil Level And Temperature Check** •
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters •
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters •
- Return Unit to Normal Operation •
- Manual Log With Electronic Device •

Service 15: CGAM Annual Inspection

Description

- **Customer Notification** •
- Initial Site Inspection .
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- **Electrical Inspection** •
- Meg Compressor Motor(s)
- Compressor Oil Level Check- Air-Cooled Scroll .
- **Oil Analysis Air-Cooled Scroll** ٠
- Leak Test (High Pressure) ٠
- Strainer Maintenance BPHE Units
- Inspect Piping CGAM ٠
- Coil Cleaning Water (Applied) •
- TechView/KestrelView Connection ٠
- **Review Diagnostics** •
- Check Fans for Rubbing ٠
- Check EXV Sight Glass •
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Clean and Repaint

Service 16: CGAM Quarterly Inspection



Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Scroll
- Return Unit to Normal Operation
- TechView/KestrelView Connection
- Check Fans for Rubbing
- Review Diagnostics
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 17: CMSA CTV CVHE Digital Inspection Setup

Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 18: CMSA CTV CVHE Remote Chiller Inspection - 1st Chiller for Site Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi
- Review with Customer

Service 19: CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site Description

- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi

Service 20: CMSA CTV HDWA Digital Inspection Setup Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 21: CMSA CTV HDWA Remote Chiller Inspection - 1st Chiller for Site Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi
- Review with Customer

Service 22: CMSA CTV HDWA Remote Chiller Inspection - Additional Chiller(s) for Site Description

- Run & Review Chiller Performance Report
- Review Chiller Analytics





- Review Performance Charts
- Upload Report and Charts in XOi

Service 23: CMSA IPAK SEHL Digital Inspection Setup Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 24: CMSA IPAK SEHL Remote Inspection - 1st IPAK for Site

Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi
- Review with Customer

Service 25: CMSA IPAK SEHL Remote Inspection - Additional IPAK(s) for Site Description

- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi

Service 26: CMSA SCREW RTAC Digital Inspection Setup Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 27: CMSA SCREW RTAC Remote Chiller Inspection - 1st Chiller for Site Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi
- Review with Customer

Service 28: CMSA SCROLL CGAM Digital Inspection Setup Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 29: CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOi





Review with Customer

Service 30: Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection And Clean
- Check Condition Of Gear Box
- Fan Check For Cooling Tower
- Cooling Tower Motor Check And Lube

Service 31: Gearbox Oil Change (Cooling Tower)

Description

• Change Oil In Cooling Tower Gear Box

Service 32: Intellipak Rooftop Cooling Pre-Season Annual Start Up

- Description
 - Customer Notification
 - Initial Site Safety Inspection
 - Unitary Visual Equipment Inspection
 - Lock Out Tag Out (Standard)
 - Supply Fan Inspection-IPAK/VOY
 - Power Exhaust Fan Inspection (Intellipak)
 - Filter Inspection And Change (Intellipak)
 - Condensate Drip Pan Treatment
 - Micro Channel Coil Cleaning
 - Remove Access Panels or Open Access Doors
 - Meg Compressor Motor IPAK/VOY
 - Meg Supply Fan Without VFD
 - Meg Power Exhaust Without VFD
 - Electrical Inspection
 - Reinstall Access Panels or Close Access Doors
 - Remove Lock Out Tag Out and Restore Power
 - Check Damper (Intellipak)
 - Start Up Condenser Fan Check (Per Fan)
 - Manual Log With Electronic Device

Service 33: Intellipak Rooftop Electric Heat Pre-Season Annual Start Up Description

- Customer Notification
- Initial Site Safety Inspection
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Seasonal Start Up Heating (Electric)
- Manual Log With Electronic Device

Service 34: Intellipak Rooftop Quarterly Inspection Description

Customer Notification





- Initial Site Safety Inspection
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Filter Inspection And Change (Intellipak)
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Manual Log With Electronic Device

Service 35: Belt Replacement.

Description

• Belt Replacement.

Service 36: Inspect UV Light Operation

Description

Inspect UV Light Operation

Service 37: Inspect UV Light Operation

Description

Inspect UV Light Operation

Service 38: Replace UV Lights

Description

- Lock Out Tag Out
- Replace UV Lights
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 39: Replace UV Lights

Description

- Lock Out Tag Out
- Replace UV Lights
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 40: M Series Annual

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation

Service 41: M Series Annual

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)





- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 42: M Series Annual

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 43: M Series Quarterly

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Supply Fan Belt Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection (CSAA)
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 44: M Series Quarterly

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Belt Inspection
- Coil Inspection (Climate Changer)
- Air Handler Filter Visual Inspection
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 45: M Series Quarterly Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Belt Inspection
- Coil Inspection (Climate Changer)
- Air Handler Filter Visual Inspection
- Remove Lock Out Tag Out



• Return Unit to Normal Operation

Service 46: Annual Seasonal Maintenace.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify clean condensate trap and line.
- Verify clean air filters.
- Verify clean coils and fan wheels.
- Verify smooth fan operation.
- Lubricate motor bearing.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Check the operation of the fan switch and the selector switch, if applicable.
- Provide a written report of completed work and indicate any uncorrected deficiencies detected.

Service 47: Operating Inspection

Description

- Operating inspection.
- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 48: Annual Seasonal Maintenance.

Description

- Customer Notification
- Initial Site Inspection
- Unit Heater Mechanical Inspection
- Unit Heater Electrical Inspection
- Unit Heater Startup And Checkout

Service 49: Central Air Handler Cooling Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Check Damper (Air Handler)
- Inspect Supply Fan Inlet Guide Vanes (NTP Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)
- Condensate Drip Pan Inspection and Treatment
- Air Handler Control Valve Inspection (NTP)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 50: Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Replace Belt(s) on One Power Exhaust Fan (Belt Driven)
- Replace Belt(s) on One Return Air Fan (Belt Driven)
- Filter Inspection and Change (Generic)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)



Service 51: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 52: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 53: Makeup Air Handler Cooling Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Generic Meg (One) Fan Motor
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 54: NTP Packaged Vertical Self Contained Air Cooling Annual Maintenance

Description

- Customer Notification of Unit Maintenance
- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Flow Device Check Generic
- Meg Supply Fan Without VFD
- Compressor Oil Level Check
- Oil Analysis Per Circuit (Standard)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Bearing Lubrication
- Evaporator Coil Check (Generic)
- Filter Inspection and Change (Generic)
- Condensate Inspection
- Condenser Coil Cleaning wo/Solution NTP Rooftop
- Condenser Fan Check
- Remove Lock Out Tag Out, Restore to Normal Operation
- Check Economizer Damper (NTP)





• Log Unit and Operation Check (Unitary Generic)

Service 55: Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out Condenser
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Coil Check (Generic)
- Coil Cleaning Water (Applied)
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 56: Split System Computer Room Unit Annual Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Condenser Fan Check
- Condensate Drip Pan Inspection and Treatment
- Condenser Coil Cleaning wo/Solution NTP Computer Room
- Infrared Humidification Inspection
- Steam Generating Humidification Inspection
- Electric Reheat Inspection
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 57: Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Check Damper (Commercial NTP Rooftop)

Service 58: Split System Air Handler Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Electrical)
- Log Unit (1-5 Ton Unit)

Service 59: Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Supply Fan and Motor Inspection (Belt Driven)
- Log Unit (NTP Heating)
- Generic Check Delta T



Service 60: Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Log Unit (NTP Heating)
- Generic Check Delta T

Service 61: Makeup Air Handler Heating Pre-Season Annual Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- NTP Heating Inspection (Steam/Hot Water)

Service 62: NTP Packaged Vertical Self Contained Air Heating Annual Maintenance Description

- Customer Notification of Unit Maintenance
- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Bearing Lubrication
- Filter Inspection and Change (Generic)
- NTP Heating Inspection (Steam/Hot Water)
- Log Unit and Operation Check (Unitary Generic)

Service 63: Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser) Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Gas)

Service 64: Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser) Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Gas)

Service 65: Central Air Handler Quarterly Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Air Handler)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 66: Central Air Handler Quarterly Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Electrical Inspection (Air Handler NTP)





Log Unit (NTP Air Handler)

Service 67: Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)

Service 68: Split System Air Handler Operational Maintenance Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Electrical)
- Log Unit (1-5 Ton Unit)

Service 69: Split System Computer Room Unit Quarterly Maintenance Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Supply Fan and Motor Inspection (Belt Driven)
- Steam Generating Humidification Inspection
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 70: NTP Ductless High Wall Indoor Unit Annual Inspection Description

- Check Electrical Connections (Indoor Unit)
- Clean Air Filter
- Clean Coil
- Clean Condensate Drain Pan/Pipe
- Leak Test Inspection (Commercial Condensing Unit)
- Verify Operating Voltages
- Verify Incoming Voltages
- Measure Amperage of Motor
- Log Unit and Operation Check (Ductless)
- Check Controller Operation
- Recommend Wireless Remote Control Batteries

Service 71: NTP Mini Split Condenser Annual Inspection Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Start-Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 72: NTP Mini Split Heat Pump Condenser Annual Inspection Description

Customer Notification of Unit Maintenance





- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Start-Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 73: NTP Ductless High Wall Indoor Unit Semi-Annual Inspection Description

- Clean Condensate Drain Pan/Pipe
- Clean Air Filter
- Return Unit to Normal Operation

Service 74: NTP Mini Split Condenser Semi-Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Verify Operating Voltages
- Start-Up Seasonal Cooling

Service 75: NTP Mini Split Heat Pump Condenser Semi-Annual Inspection Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 76: NTP Ductless High Wall Indoor Unit Quarterly Inspection Description

- Visual Inspection for Abnormality, Damage and Missing Hardware
- Clean Air Filter
- Evaporator Coil Check (Generic)
- Clean Condensate Drain Pan/Pipe

Service 77: NTP Mini Split Condenser Quarterly Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Start-Up Seasonal Cooling

Service 78: Replace Air Filters

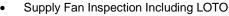
Description

Change Filters

Service 79: Precedent Cooling Pre-Season Annual Start-Up

- Description
 - Unitary Visual Equipment Inspection





- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling

Service 80: Precedent Heating Pre-Season Annual Start-Up Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Start Up Seasonal Heating (Gas)

Service 81: Annual Pump Maintenance Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Y Strainer Maintenance 9 Inch Pipe or Larger
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 82: RTAC Annual (Solution Coil Cleaning) Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work



Service 83: RTAC Annual (Water Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Complete Required Paper Work

Service 84: RTAC Quarterly Inspection Description

- escription
 - Customer Notification
 - Initial Site Inspection
 - Review Diagnostics
 - Condenser Fans Check RTA* Per Circuit
 - Lock Out Tag Out (Standard)
 - Visual Electrical Inspection
 - Visual Condenser Coil Check
 - Remove Lock Out Tag Out
 - Start Unit
 - Complete Required Paper Work
 - TechView/KestrelView Connection
 - Run Service Report From TechView
 - Techview/Kestrel View Disconnection

Service 85: RTAC Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 86: Mini Split Heat Pump Condenser Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection



- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Start-Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 87: Wall Mounted Ductless Indoor Unit Annual Inspection Description

- Lock Out Tag Out (Standard)
- Check Electrical Connections (Indoor Unit)
- Clean Air Filter
- Clean Coil
- Clean Condensate Drain Pan/Pipe
- Leak Test Inspection
- Remove Lock Out Tag Out and Restore Power
- Verify Incoming Voltages
- Verify Operating Voltages
- Measure Amperage of Motor
- Log Unit and Operation Check
- Check Controller Operation
- Recommend Wireless Remote Control Batteries

Service 88: Multi Position Air Handler Annual Inspection Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection and Change (Generic)
- Inspect Piping
- Clean Evaporator Coil
- Pre-Start Checklist (Electrical)
- Leak Test Inspection
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Measure Amperage of Motor
- Log Unit and Operation Check

Service 89: Multi Position Air Handler Semi-Annual Inspection Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection and Change (Generic)
- Inspect Piping
- Pre-Start Checklist (Electrical)
- Leak Test Inspection
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Measure Amperage of Motor
- Log Unit and Operation Check

Service 90: Mini Split Heat Pump Condenser Quarterly Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)





Start-Up Seasonal Cooling

Service 91: Wall Mounted Ductless Indoor Unit Quarterly Inspection

Description

- Visual Inspection for Abnormality, Damage and Missing Hardware
- Clean Air Filter
- Evaporator Coil Check (Generic)
- Clean Condensate Drain Pan/Pipe



Augusta-Richmond County, GA EXHIBIT G Performance Period Services

Trane will furnish the Performance Period Services described in this Exhibit G upon the terms and conditions contained herein. In the event of an inconsistency or conflict between the terms and conditions of this Exhibit G and the terms and conditions of the balance of this Agreement, the terms and conditions of this Exhibit G shall control.

1. <u>Generally</u>. Performance Period Services may include periodic measurement and verification of the Guarantee in accordance with Exhibit E and the sub-Exhibits thereto (the "M&V Services") and/or periodic maintenance of Customer's Premises, plant, or equipment (the "Maintenance Services") in accordance with the provisions of this Exhibit G.

2. <u>Scope of Performance Period Services</u>

A. Measurement & Verification Services

Trane shall provide the M&V (Measurement and Verification) Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto. The M&V Services shall include the preparation and submittal by Trane of an annual M&V Report in accordance with Section 10 of Exhibit E.

1. In general, Trane will perform IPMVP Option C analysis on these Augusta-Richmond County (ARC) meters:

Judicial Center

GPCO Meter #EB4531

Include BP/EPx4 (quarterly reporting) for the 18 year term, renewed annually

<u>Municipal Building</u>

GPCO Meter #3072310 Electric Boilers GPCO Meter #3180583 Main City Hall Building Include BP/EPx4 (guarterly reporting) for the 18 year term, renewed annually

Included as part of the Option C techniques are Trane's Building Performance (BP) and Energy Performance (EP) platforms, which contain the following:

- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
- Constant Commissioning verification by the BP cloud services
- Monthly review of automated test results
- Remote investigation of anomalies identified while reviewing the automated tests
- System date/time confirmation
- Current user configuration
- Schedule review noting changes and impact on facility operation and energy consumption
- The critical Area configuration functions and status
- The VAS configuration functions and status
- Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
- Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
- Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs



- Chiller Performance Review
- Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
- Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
- Cooling Towers, pumps, and heat exchanger optimization
- Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs, including a bank of 24 manhours annually for customer use to have a remote technician assist with setpoint changes and on-the-fly adjustments to operating parameters. These hours will be tracked by Trane and reported as requested.
- 2. In general, Trane will provide IPMVP Option A analysis on the ECMs installed in the following buildings. The M&V report will include necessary details on the pre- and post-retrofit measurements as well as a roll-up summary of the monthly or quarterly inspection reports throughout the performance year.

a. Charles B. Webster Detention Center

Include BP/EPx4 (quarterly reporting) for the 18-year term, renewed annually

- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
- Constant Commissioning verification by the BP cloud services
- Monthly review of automated test results
- Remote investigation of anomalies identified while reviewing the automated tests
- System date/time confirmation
- Current user configuration
- Schedule review noting changes and impact on facility operation and energy consumption
- The critical Area configuration functions and status
- The VAS configuration functions and status
- Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
- Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
- Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs
- Chiller Performance Review
- Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
- Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Cooling Towers, pumps, and heat exchanger optimization
- Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging

.



- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs,

b. Miscellaneous Small Buildings

Include Building Performance MV (BPMV) (annual reporting) renewed annually

For those buildings (typically smaller in size) where the energy savings is beneficial but not as significant as in larger buildings, this connection allows Trane to:

- set up automated diagnostics,
- trends, and
- alarms
- provides for Remote Support Service to analyze schedules and setpoints to help ensure the persistence of efficient operations

in those facilities. This feature aides Trane's Intelligent Systems technicians in analyzing the energy performance of a building and provides valuable feedback helping to ensure that the energy performance objectives are being attained.

Augusta Aquatics Center Blythe Community Center The Boathouse Henry Brigham Senior Services Center Carrie Mays Family Life Center Carrie Mays Gymnasium Richmond County Sheriff's Office Training Center Dining Hall Downtown Parks Division Building Eastview Community Center Gracewood Community Center IT Building Jamestown Community Center Richmond County Solid Waste Landfill Main Building Richmond County Solid Waste Landfill Scale House May Park Community Center May Park Print Shop McDuffie Woods Community Center Newman Tennis Center **Old Government House** Richmond County Sheriff's Office Training Center Bunk House Richmond County Sheriff's Office Training Center Meyers Building Recreation, Parks, & Facilities - New Maintenance Shop Recreation, Parks, & Facilities – Administrative Building Sand Hills Community Center Warren Road Community Center WT Johnson Community Center

B. Building Automation System, BAS. Trane shall provide the following BAS Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto.:

- SMP (Service Maintenance Plan) which provides SC firmware updates through Performance Period Years 1 and 2 for the twenty-seven (27) Application SCs
- Replacement of (42) CO₂ sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.
- Replacement of (36) Relative Humidity sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.



- CO₂ sensor calibrations
- RH/Temperature sensor calibrations
- Backup of System Controllers
- Cyber Security status to include running an exposure assessment
- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs
- Remote access & user configuration
- yearly renewal of cellular router data plans
- Firmware status
- Panel resource usage to ensure critical levels are not being reached
- Device communication failures
- Override reporting by user with a focus on customer Key Metrics and Goals
- Alarm routing rules, classes, categories, and reporting
- Alarm analysis of frequency of occurrence, device type, impact on system operation

C. Maintenance Services. In addition to the M&V and BAS Services, Trane shall provide the following Maintenance Services with respect to the Covered Equipment listed below:

The Table below shows the various buildings on the left side of the table. Across the top of the table are the different conditions of current contracts on building/or equipment as well as a quick glance at what is proposed.

SELECT contracts are those that carry a commitment from Trane to cover costs associated with certain equipment failures. They include annual and quarterly maintenance visits as recommended by Trane operating manuals.

SCHEDULED contracts carry no commitment from Trane to cover costs associated with equipment failures, but the Owner can have assurance that the equipment has been maintained at the optimum levels to minimize failures and realize longer equipment life. SCHEDULED contracts as offered here can include either annual/semi-annual or annual/quarterly visits.

ANNUAL visits are included on each piece of equipment and are usually performed prior to the beginning of cooling season.

Semi-annual visits are included at various sites and are usually conducted at the beginning of heating season.

Quarterly visits are included at various more heavily used sites and allow us to keep a more critical eye on this equipment.

Filter changes are included at each visit. Filters are left on site for occupant/building manager use as needed.

Belt changes are included annually on equipment as needed.

Dynamic Air Filtration replacement media are included at noted sites.

Item 8.



Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi- Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Augusta Municipal Building	Chillers			х		х				
Augusta Richmond County Judicial Center	Chillers	New Chiller to be added		Х		х			AHU 1-6 Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) at 3 year intervals
Diamond Lakes Community Center		Existing Chiller		х		х				
Augusta Animal Services		Existing Chiller	Existing ERU, Boiler, Pumps, BCU's	х		х	х			
Blythe Community Center			х	х	х		х	х		
Carrie J Mays Gymnasium			Х	х	Х		Х	Х		
Charles B Webster Detention Center	Chillers			х		х	х		Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) on an Annual basis
Downtown Park Division			х	Х	Х		Х	Х		
Gracewood Community Center			х	х	х		Х	Х		
Henry Brigham Park Swim Center			Х	Х	х		Х	Х		
Jamestown Community Center			х	х	х		х	х		
May Park Community Center			х	х	х		х	х		
McDuffie Woods Community Center			х	х	х		х	х		
Newman Tennis Center			х	х	Х		Х	Х		
Old Government House			х	х	х		х	Х		
Recreation, Parks, and Facilities Administrative Offices			x	Х	x		х	х		
Richmond Cty Muni S Waste Main Bldg*			Х	х	х		х	х		
Richmond Cty Muni S Waste Scale House			х	х	х		х	х	Х	
Richmond County			х	Х	х		х	х		

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Confidential and Proprietary Information of Trane U.S. Inc.



Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi- Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Sheriff's Training Center Mess Hall										
Richmond County Sheriff's Training Center Myers Building			x	х	x		x	x		
Sand Hill Community Center			х	х	х		х	х		
WT Johnson Community Center			х	х	х		х	х		

*Richmond County Municipal Solid Waste Main Building service includes the parts and labor to replace the chemical media in the new odor control unit once per year.

3. Performance Period Services Price and Annual Adjustment. The Performance Period Services Price is set forth below as an annual amount that is subject to the annual adjustments provided for herein. Trane may invoice the Performance Period Services Price once each year, semi-annually, or quarterly and each such invoice shall be due in advance of performance of the Performance Period Services. Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Trane may discontinue Performance Period Services whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Performance Period Services Price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Effective upon each annual anniversary of the Performance Period Services Commencement Date, the annual Performance Period Services Price shall be adjusted upward by the Annual Adjustment Rate; thereafter, upon each anniversary of the Performance Period Services Commencement Date, the Annual Adjustment Rate shall be applied to the annual Performance Period Services Price as previously adjusted.

First Year Annual M&V Services Price	\$ 99,789.00				
First Year Annual BAS Services Price	\$ 65,555.00				
(the BAS Services is optional, and the final scope and price will be developed with Customer input the implementation phase of the project)					
First Year Annual Mechanical Services Price	\$142,433.00				
(the Mechanical Services is optional, and the final scope and price will be developed with Customer input during the implementation phase of the project)					
Any Applicable Tax* and Freight	N/A				

First Year Annual Performance Period Services Price Total

The Annual Services escalation or adjustment Rate will be equal to the previous year's Consumer Price Index.

Page 6 of 9

\$ 307,777.00



(*\$0.00 tax is contingent upon Customer furnishing evidence to Trane of valid applicable exemption from sales/use or other applicable taxes.)

Term. Trane's obligations to furnish the Performance Period Services shall commence upon the Date of Final Completion as defined in Section 2.03 of this PACT Agreement (the "Performance Period Services Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in Exhibit E. Customer may terminate the Performance Period Services to the extent permitted by law and following the expiration of the first Guarantee Year upon not less than sixty (60) days advance written notice to Trane. If Customer terminates the M&V Services prior to the expiration of the Guarantee Term, this Agreement (together with the Guarantee) shall be deemed terminated and of no further force and effect as of the expiration of the Guarantee Year immediately preceding the effective date of such termination. If the effective date of the termination of this Agreement by Customer occurs in the middle of any Guarantee Year, Customer shall pay Trane (or be entitled to a refund in the case of a prepayment) the proportionate share of the applicable Performance Period Services Price.

Exhibit G Additional Terms and Conditions

Performance. Trane shall perform the Performance Period Services described in the schedules included with this Exhibit G with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Performance Period Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform Performance Period Services is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Customer shall perform required restoration at its cost prior to Trane being obligated to perform hereunder. Performance Period Services furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Performance Period Services, or an inspection by Trane prior to commencement of the Performance Period Services, indicates repairs are required. Customer shall authorize Trane to perform such repairs pursuant to a quote for the repairs provided by Trane. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and shall in no event become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Covered Equipment. Trane reserves the right to remove such items at its discretion.

Customer Obligations. Throughout the Term, Customer shall:

- a. Provide Trane reasonable and safe access to all Covered Equipment;
- b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- c. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the scope of Performance Period Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
- d. Promptly notify Trane of any unusual performance of Covered Equipment;



- e. Permit only Trane and/or qualified Customer approved personnel to repair or adjust Covered Equipment and/or controls during the Term;
- f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
- g. Unless water treatment is expressly included in the Performance Period Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance, except as expressly stated in Exhibit E to this Agreement;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment (that is not factory mounted) and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels; shells, coils, tubes, housings, castings, casings, drain pans, panels, ductwork; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses; unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic ; structural supports; and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, mis-adjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- d. Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this Agreement;
- e. Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- h. The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- i. Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
- j. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- k. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- I. Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment;
- m.
- n. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;



- Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Trane's Services, in which case, replacements shall in no event exceed ten percent (10%) of the rated system charge per year unless a greater percentage is expressly included within the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
- p. Operation of the equipment; and
- q. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

Performance Period Services Warranties. (a) Trane manufactured material supplied is warranted be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES. WHETHER IN CONTRACT OR IN NEGLIGENCE. EXPRESS OR IMPLIED. IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL. CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

HB 85

JUDICIAL COMPENSATION COST TO COUNTIES COMPARISON

Superior Court Judges Salary – State \$141,970.00 + 80,200.00 supplement = \$222,170.00

CURRENT Cost to Counties under Legislative Supplement SB9 with 6th Judgeship:

<u>Richm</u>	ond County	Burke County			
Chief Judge:	\$ 66,000.00	\$16,200.00			
Remaining 5 Judges:	\$256,000.00	\$64,800.00			
Total	\$386,000.00	\$93,960.00			
Additional costs for 2	2025				
HB85 Requirement to be in place <mark>Effective June, 2025-December, 2025</mark> – 5 Judges (6 th Judge not onboard until January 1, 2026)					
Chief Judge: Addition	al \$7,000.00 (\$1000/month)	Additional \$ 700.00 (\$100/month)			
Locality Pay:	Not Applicable	Not Applicable			
Fringe Benefits:	\$35,000.00 (\$1000/month/Judge)	\$3,500.00 (\$100/mth/Judge)			
PROJECTED Cost to C	ounties under HB 85 <mark>– Effective Janua</mark>	<mark>ry 1, 2026 – 6 Judges</mark> :			
Chief Judge:	\$ 12,000.00	\$ 1,200.00			
Locality Pay:	\$100,530.00 (20,106.00/Each)	\$10,050.00 (\$2,010.00/Each)			
Fringe Benefits:	\$ 100,295.00 (20,059/Each)	\$10,025.00 (\$2,005.00/Each)			
Total	\$ 252,990.00	\$ 25,290.00			

HB 85 provides for Chief Judge Supplement and Reimbursement of Employee Expenses in the form of fringe benefits must be in place by June 30, 2025. Locality Pay and Fringe Benefits subject to increases with increase in state pay with current supplement eliminated January 1.



Administrative Services Committee Meeting

Meeting Date: May 13, 2025 HB85 Superior Court Judicial Compensation

Department:	Superior Court Administration
Presenter:	Nolan Martin, Court Administrator
Caption:	Motion to approve Chief Judge supplement, locality pay, and fringe benefits for Superior Court Judges for remainder of FY2025 to implement compensation plan under House Bill 85, pending signature of House Bill 85 by the Governor.
Background:	The Georgia General Assembly passed House Bill 85 (HB85) during the 2025 session. The purpose of HB85 is to increase the state portion of Superior Court Judges' compensation while decreasing the county responsibility toward supplemental pay. HB85 places a cap on locality pay, fringe benefits, and a Chief Judge supplement to be paid by the county.
	Senate Bill 145, which has been signed into law, adds a sixth Superior Court Judge to the Augusta Judicial Circuit effective January 1, 2026.
Analysis:	Under HB85, each Superior Court Judge can opt in to the new State pay arrangement or choose to remain on their current local supplement. All Augusta Circuit Superior Court Judges have agreed to move to the State, which will substantially reduce Augusta's costs for FY2026 and beyond. However, the Chief Judge supplement and fringe benefits allowed under the law must be in place as of June 30, 2025, to carry over to the State.
	Superior Court is requesting that Augusta implement increases to the Chief Judge supplement and the fringe benefits for all Judges as of June 21, 2025. The requested increase for the Chief Judge supplement is \$1,000 per month, and the requested increase for fringe benefits is \$1,000 per month per Judge for the remainder of 2025. The fringe benefits reimburse contributions toward the Judges' retirement plan and insurance costs. Locality pay for FY2026 is set by HB85.
	If HB85 is not signed into law by Governor Kemp, the requested increases will not be implemented, and Augusta will continue to pay the current local supplement costs.
Financial Impact:	For the remainder of FY2025, the total estimated cost of the requested increases is approximately \$42,000. Effective January 1, 2026, the Judges' compensation would shift to the State, and overall Augusta cost for judicial supplements will decrease by approximately \$110,000 from the current level

	for the five existing Judges. When costs for the new sixth Judge are included, the net savings to Augusta will be approximately \$69,990 per year.
Alternatives:	Do not implement the requested increases and remain with the current local supplements for Superior Court Judges.
Recommendation:	To approve Chief Judge supplement, locality pay, and fringe benefits for Superior Court Judges for remainder of FY2025 to implement compensation plan under House Bill 85, pending signature of House Bill 85 by the Governor.
	General Fund contingency for FY2025 increases; FY2026 changes will be reflected in Superior Court budget.
REVIEWED AND	

<u>REVIEWED AND</u> <u>APPROVED BY:</u>



Administrative Services

May 13, 2025

Delay in advertised positions

Department:	N/A
Presenter:	N/A
Caption:	Chandran Bala regarding County Administrator, delay in advertised positions and no response to similar position.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

Commission Public Safety Committee Public Services Committee Administrative Services Committee Engineering Services Committee Eigeneering Services Committee	Date of Meeting Date of Meeting Date of Meeting Date of Meeting Date of Meeting
Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: CH	ANDRAL	BACK	(FA7)	HER)
Address: 2	08 NEW	LAND C	= HRVe	ELANSBO
Telephone Number:	706-1	325 -7	682	
Fax Number:	NA			
E-Mail Address:	NA	7		

Caption/Topic of Discu	ssion to be placed on the Agend	a: 1
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61 M	ILAR ISSUES	

Please send this request form to the following address:

Ms. Lena J. Bonner Clerk of Commission Suite 220 Municipal Building Telephone Number:706-821-1820Fax Number:706-821-1838E-Mail Address:lbonner@augustaga.govnmcfarley@augustaga.gov

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535 Telfair Street Augusta, GA 30901

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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.



Administrative Services

May 13, 2025

The Phalanda Yvette Howard Project

Department:	N/A
Presenter:	N/A
Caption:	The Phalonda Yvette Howard Project and petition for improvement to the Diamond Lake Park.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

	Commission	Date of Meeting
	Public Safety Committee	Date of Meeting
~	Public Services Committee	Date of Meeting MAy 13, 2025
	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:

T. I. A. A. A.
Name: TRANK G. HOWARD
Address: 4401 T.T KELLY DRIVE HEPHZIBAH GA 30815
Telephone Number: 106-247-9158 OR 706-414-7779
Fax Number:
E-Mail Address: <u>ebrady 1270 Yahoa. Com</u>

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

WETTE HOWARD PROJECT ALONDA EMPROVE MENT TAMOND LAVE FOR 70 TON TETITIONS SIGN 700+

Please send this request form to the following address:

Ms. Lena J. Bonner Clerk of Commission Suite 220 Municipal Building Telephone Number:706-821-1820Fax Number:706-821-1838E-Mail Address:lbonner@augustaga.govnmcfarley@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.

PETITION FOR IMPROVEMENTS TO DIAMOND LAKE REGIONAL PARK

By signing this petition, we, respectfully request the following actions, only to support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PARK GATES TO BE OPEN AT 4:30AM MONDAY-FRIDAY

CONCRETE SIDEWALKS ON BOTH SIDES OF DIAMOND LAKE WAY, INSIDE THE PARK FROM THE ENTRANCE OF MANCHESTER SUBDIVISION TO WILLIS FOREMAN ROAD

MORE LIGHTS FOR (FIELD #4) DURING YOUTH RECREATION FOOTBALL GAMES

MORE STREET LIGHTS FROM GATE TO GATE FOR SAFETY DURING MORNING AND NIGHT EVENTS

ADD BENCHES NEXT TO THE SIDEWALK FOR THE (CONVALESCENCE) SENIORS OR ANYONE WHO IS EXERCISING OR RECOVERING FROM ANY HEALTH CONDITIONS TO SIT AND REST DURING THEIR WALK IN THE PARK.

ADD THREE MORE COVER AREAS FOR COMMUNITY (FAMILY) EVENTS

ON-SITE CAMERAS

SPEED BUMPS STRATEGICALLY PLACED THOUGHOUT THE PARK

INSTALLING MIDDLE ISLANDS IN ONE PARKING AREA TO STOP VEHICLES FROM DOING "BURN OUTS" IN THE PARK

PHALONDA YVETTE HOWARD PROJECT

BECAUSE WE CARE

PHALONDA WAS A 1990 GRADUATED OF BUTLER HIGH SCHOOL.

PHALONDA WAS RICHMOND COUNTY 17 HOMICIDE VICTIM OF 1992.

WHILE WORKING AT GURLEY SUPERMARKET ON LANEY WALKER. PHALONDA WOULD PROVIDE FOOD FOR CHILDREN AND THEIR FAMILIES THAT DID NOT HAVE.

PHALONDA DID THIS BECAUSE SHE CARED.

FRANK G. HOWARD 706-414-7779 frankg1@hotmail.com By signing this petition, we, respectfully request the following actions, only to support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

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Item 11.

By signing this petition, we, only support the improvements for Diamond Lake Regional I to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

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By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

SIGNATURE:

PRINT NAME:

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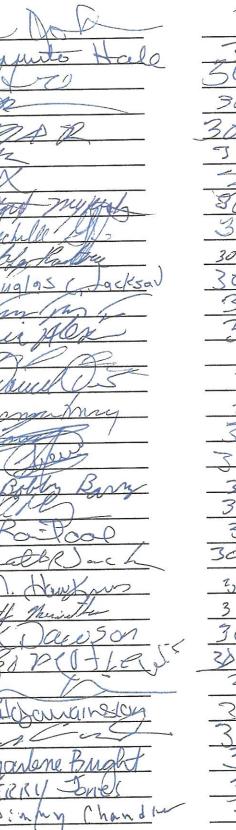
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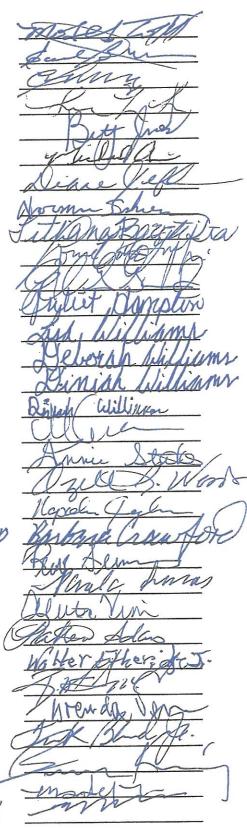
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