



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, October 06, 2026

2:00 PM

INVOCATION

Reverend Charles Utley, Pastor, McElmurray Spring Branch Baptist Church

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

DELEGATION(S)

- A. Mr. Steven Coffman-** update on Patton's Pals and discuss our partnership moving forward.
- B. Ms. Patricia Geter/West Augusta Six-** Discussion of Construction Plan Access Fees and Their Impact on Small Business Participation in Augusta Procurement.
- C. Ms. Chastanae Cherry** -Oversight Committee formation regarding Data Center Ordinance protections.
- D. Ms. Francine McCoy** regarding the paving of Bussey Road.

CONSENT AGENDA

(Items 1-17)

PUBLIC SERVICES

- 1. ZA-R-262** –Approval of the Proposed Data Center Ordinance to provide clear regulatory standards for future data center development.

Establish zoning regulations governing the location, review procedures, design standards, operational requirements, infrastructure coordination, environmental protections, and abandonment requirements for Data Centers (DCs) and High-Density Computing Facilities (HDCFs) within Augusta-Richmond County. **(Approved by Augusta Commission on September 15, 2026 - second reading)**
- 2. Motion to approve A.N. 26-41** –New Location: Consumption on Premise Beer. Duc Trong Tran is the applicant for Augusta Cigar & Billiards LLC, to be used in connection with 3112 Washington Rd STE A & B, Augusta GA 30907. District 7, Super District 10. **(Approved by Public Services Committee September 29, 2026 no objectors)**
- 3. Motion to approve A.N. 26-42** –Existing Location, New Ownership: Retail Package Liquor, Beer and Wine. Shravan Kumar Raul is the applicant for H&S Wine & Spirits, to be used in connection with 2372 Barton Chapel Rd, Augusta GA 30906. District 5, Super District 9.**(Approved by Public Services Committee September 29, 2026- no objectors)**

- 4.** Motion to **approve** a sole source in the amount of \$29,260 to the agreement for procurement and installation of scoreboards from Electro-Mech at Eisenhower Park ballfields. Funding is available in the appropriate account. **(Approved by Public Services Committee on September 29, 2026)**
- 5.** **Motion Augusta Regional Airport (AGS) – Approve** selection and award of contract to Mass Media Marketing, LTD (M3) for the Airport Marketing Agency pursuant to RFQ 26-172. The terms of the contract are for three years with two one-year options to extend. **(Approved by Public Services Committee on September 29, 2026)**
- 6.** Motion to **approve** Augusta Regional Airport (AGS) – Approve NetJets Management Services Agreement. Approved by the Augusta Aviation Commission 09/10/2026. **(Approved by Public Services Committee on September 29, 2026)**
- 7.** Motion to **approve** the selection of Tri Scapes, LLC as the vendor for Bid Item# 26-181, Construction Services for May Park Improvements, in the amount of **\$2,695,132.55**; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents. **(Approved by Public Services Committee on September 29, 2026)**
- 8.** Motion to **approve** the agreement with Food Services Agreement with G.A. Food Services of Pinellas County, LLC. and to authorize the mayor to execute the contracts and all related documents. **(Approved by Public Services Committee on September 29, 2026)**

ADMINISTRATIVE SERVICES

- 9.** Motion to **approve** the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company.

In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company. **(Deferred from the September 15, 2026 Commission Meeting. (Approved by Administrative Services Committee September 29, 2026))**

ENGINEERING SERVICES

- 10.** Motion to **approve** supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905 (26ENG171). **(Approved by Engineering Services Committee on September 29, 2026)**
- 11.** Motion to **approve** the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272. **(Approved by Engineering Services Committee on September 29, 2026)**
- 12.** Motion to **approve** funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County’s Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of

Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.(**Approved by Engineering Services Committee on September 29, 2026**)

- 13.** Motion to **approve** Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project. (**Approved by Engineering Services Committee on September 29, 2026**)

FINANCE

- 14.** Motion to **approve** the SPLOST 9 project list for general obligation bond issuance. (**Approved by Finance Committee September 29, 2026**)
- 15.** Motion to **approve** the SPLOST 8 Contractor Agreement with the Augusta, Georgia Land Bank Authority for Blight Mitigation.(**Approved by Finance Committee September 29, 2026**)

PETITIONS AND COMMUNICATIONS

- 16.** Motion to **approve** the Augusta Legislative Delegation's (K. Howard) appointment of Mr. Brandon Few to the Augusta Port Authority.
- 17.** Motion to **approve** the minutes of the Commission September 15, 2026, minutes.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 18-24)

PUBLIC SERVICES

- 18.** Hookah Ordinance (**Deferred from the Public Services Committee September 29, 2026**)
- 19.** Motion to **approve** the selection of JHC Corporation as the vendor for Bid Item# 26-182, Construction Services for Boykin Road Park Improvements, in the amount of \$2,342,342.00; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.(**Requested by Administration on behalf of Augusta Recreation**)
- 20.** Direct Planning Department to amend the draft Data Center Ordinance to include developer-funded utility protections, Community Benefits Agreements, and facility growth caps and refer the amended ordinance for a formal Second Reading. (**Requested by Commissioner Stacy Pulliam**)
- 21.** Have a subject matter expert on data centers present a briefing on data center safeguards today or on an upcoming agenda prior to the formal second reading. (**Requested by Commissioner Stacy Pulliam**)

ENGINEERING SERVICES

- 22.** Discuss Johns Road abandonment. (**No recommendation from Engineering Services Committee September 29, 2026**)
- 23.** Discussion of waste contract: engineering, procurement & law dept. (**Requested by Commissioner Tony Lewis**)

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

24. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

October 6, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Steven Coffman- update on Patton's Pals and discuss our partnership moving forward.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

9/8/2026

Contact Information for Individual/Presenter Making the Request:
Name *

Steven Coffman

Address *

4080 Spencer Street

Telephone Number *

9543974990

Fax Number
Email Address *

pattonspals@gmail.com

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

We would like to bring an update on Patton's Pals and discuss our partnership moving forward. Thank you for the opportunity and we look forward to seeing everyone. God Bless!!

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

8/29/2026 5:14 PM



Commission Meeting

October 6, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Patricia Geter/West Augusta Six- Discussion of Construction Plan Access Fees and Their Impact on Small Business Participation in Augusta Procurement.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

10/6/2026

Contact Information for Individual/Presenter Making the Request:
Name *

WA6 Geter Foundation/West Augusta Six-
Representative-Mrs Patricia A Geter

Address *

4102 Elders Drive

Telephone Number *

7063999092

Fax Number
Email Address *

Westaugustasix@yahoo.com

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

Discussion of Construction Plan Access Fees and Their Impact on Small Business Participation in Augusta Procurement

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

9/17/2026 9:17 AM



Commission Meeting

October 6, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Chastanae Cherry -Oversight Committee formation regarding Data Center Ordinance protections.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item C.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

10/6/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Chastanae Cherry

Address *

3243 Ramsgate Road

Telephone Number *

8038349980

Fax Number

Email Address *

chaswill49@gmail.com

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

Request for oversight committee formation regarding data center ordinance protections

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

10/1/2026 8:26 AM



Commission Meeting

October 6, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Francine McCoy regarding the paving of Bussey Road.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

☒ Commission	Date of Meeting <u>10/6/26</u>
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☐ Administrative Services Committee	Date of Meeting _____
☐ Engineering Services Committee	Date of Meeting _____
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Francine McCoy
 Address: 3102 Bussey Road, Augusta, GA 30909
 Telephone Number: (706) 339-3706
 Fax Number: _____
 E-Mail Address: francine.thompkinsmccoy@gmail.com

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

paving of Bussey Road

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building

535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820

Fax Number: 706-821-1838

E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

1:19pm
 9/24/26

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



Commission Meeting

September 15, 2026

Zoning Regulations- Data Centers and High-Density Computing Facilities

Department:	N/A
Presenter:	N/A
Caption:	Establish zoning regulations governing the location, review procedures, design standards, operational requirements, infrastructure coordination, environmental protections, and abandonment requirements for Data Centers (DCs) and High-Density Computing Facilities (HDCFs) within Augusta-Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

INDUSTRIAL DATA CENTER (D-C) DISTRICT CLASSIFICATION

SECTION 24-A

DATA CENTER ~~AND HIGH-DENSITY COMPUTING FACILITIES~~ ZONE

Section 24-A1. Purpose and Intent

This ordinance is adopted in accordance with and in furtherance of the Comprehensive Zoning Ordinance of Augusta Georgia and the Augusta Georgia Comprehensive Plan (Envision Augusta) in order to regulate the siting and land use impacts of Data Centers (D-Cs) ~~or High-Density Computing Facilities (HDCFs)~~ that promotes compatibility with surrounding land uses, protect public infrastructure, preserve agricultural land and natural resources, and reduce the risk of adverse impacts associated with the siting, construction, and operation of such facilities. Because D-Cs ~~or HDCFs~~ may involve substantial electrical demand, continuous equipment operation, cooling systems, and large-scale site improvements, these regulations are intended to ensure that such uses are considered only in appropriate locations and under standards addressing location, setbacks, site design, infrastructure coordination, resource protection, and site restoration. These regulations are further intended to support orderly development patterns and discourage scattered or incompatible industrial development.

Augusta anticipates all potential partners collaborating with Augusta in the development of a Community Benefits Agreement to support local initiatives to include but not limited to:

- Long-term investment in local infrastructure.
- Workforce development partnerships with Richmond County Schools.
- Internship and career awareness programs for students.
- Collaboration with local colleges and technical education partners.
- Opportunities for local contractors and suppliers during construction and operations.
- Continued environmental stewardship and compliance with all applicable federal, state, and local regulations.

Section 24-A2. Definitions

For purposes of this Section 24-A, the following terms shall be defined as follows. To the extent there is a conflict between these definitions and the General Definitions of Section 2, these definitions shall control.

Abatement. Any corrective action taken to reduce, mitigate, or eliminate an identified violation of this ordinance, including but not limited to operational adjustments, physical modifications, removal of violating materials or equipment, site restoration, or other corrective action authorized by law.

Accessory Use. A use or structure incidental and subordinate to the principal facility on the same parcel and serving a function customarily associated with the principal use.

Adjacent or Nonparticipating Parcel. A parcel that is not owned, leased, controlled, or otherwise subject to a written agreement with the Data Center ~~or High-Density Computing Facility~~ applicant, owner, or operator for purposes of siting, construction, operation, setback, access, or related project approval.

Augusta. Augusta, Georgia or the Augusta-Richmond County Board of Commissioners, as the context requires.

Closed-Loop Cooling System. A cooling system that recirculates coolant within a sealed system and does not rely on continuous withdrawal or discharge of groundwater or surface water during normal operation.

Data Center: A physical room, building, or facility that houses infrastructure for computer systems and services, servers, storage devices, and networking equipment used for the storage, processing, and transmission of digital data. This includes, but is not limited to, High-Density Computing Facility (HDCF), specialized data centers designed to house a massive amount of computing power in a compact physical space and requiring a high-density load services. Such facilities support like artificial intelligence (AI), machines learning (ML) and High-Performance Computing (HPC).

Data centers vary in size due to their use and proximity to the end data user(s). The proposed ordinance includes five (5) types of Data Centers based on size and energy needs:

- **Accessory:** Minor data centers shall only be permitted on parcels as an accessory use if under 2,000 square feet.
- **Minor:** A minor data center has an area of less than 20,000 square feet and does not have a substation.
- **Medium:** A medium data center has an area between 20,000 square feet and 99,999 square feet and may include a substation.
- **Major:** A major data center has an area between 100,000 square feet and 499,999 square feet and has a substation.
- **Data Center Campus:** A data center campus is a geographically contiguous development of one or multiple buildings built across one or multiple phases totaling at least 500,000 square feet.
- A structure or facility shall not be classified as a “data center” where the primary purpose of such facility is telecommunications services, including but not limited to, wireline, wireless, broadband, or network interconnection services; or, emergency communications infrastructure. Such facilities shall not be subject to the zoning, siting, or operational restrictions applicable to a data center.

Expansion or Modification. Any structural, mechanical, or electrical addition or alteration that increases total electrical service load, physical footprint, or operating noise beyond that authorized under the most recent zoning permit or Augusta Planning Commission approval.

Hydro-Cooling System. A closed-loop or water-based heat-exchange system used for temperature control of computing equipment.

~~Mapped Sensitive Area. A sensitive environmental, cultural, hydrologic, scenic, or geologic resource identified in Augusta, state, or federal mapping, records, or adopted plans, including but not limited to wetlands, floodplains, sinkholes, karst features, protected water resources, conservation areas, mapped burial mound or archaeological sensitivity areas, bluffs, scenic byway viewsheds, or other mapped natural resource areas.~~

Noise Level (dBA). Sound-pressure level measured with an A-weighted filter and slow-response time constant in accordance with ANSI S12.9 (Parts 1 & 3) and IEC 61672-1 (Type 1 sound-level meter) standards.

~~Occupied Structure. Any building or structure designed for or regularly used by humans for employment, assembly, education, worship, or shelter, whether permanent or seasonal.~~

Operator. The individual, company, partnership, corporation, or other legal entity that owns, leases, or controls the operation, maintenance, and regulatory compliance of a D-C ~~or HDCF~~.

Owner. The person, partnership, corporation, trust, or other legal entity holding title to the real property on which a D-C ~~or HDCF~~ is located, as recorded with the Clerk of the Superior Court of Richmond County.

~~Surface Water. Any water body located on the surface of the land, including rivers, streams, creeks, ponds, lakes, drainageways, wetlands and other waters regulated by the Georgia Department of Natural Resources (GDNR).~~

Utility Provider. The electric utility (including an investor-owned public utility, municipal utility, or electric cooperative) that is lawfully authorized to provide retail electric service to the subject property, or its designated agent, and that will supply primary electrical power to the D-C ~~or HDCF~~.

Utility Service Coordination Letter. Written documentation from the applicable Utility Provider, or other documentation acceptable to the Planning and Development Director or their Designee, confirming that the applicant has contacted the Utility Provider regarding the proposed D-C ~~or HDCF's~~ anticipated electrical service needs and identifying any known service extensions, upgrades, easements, substations, transmission or distribution improvements, or related utility infrastructure improvements necessary to serve the proposed use. ~~The letter is for land use and site feasibility review only and shall not be construed as an Augusta regulation of utility capacity, rates, service territory, interconnection requirements, or system operations.~~

Section 24-A3. Applicability and Zoning Districts

~~D-Cs and HDCFs require substantial electrical infrastructure, may generate continuous operational noise, and may utilize cooling systems that affect surrounding environmental conditions. To ensure compatibility with neighboring land uses, protection of natural resources, and public safety, this section establishes where such facilities may be considered within Augusta.~~

A. Prohibited Locations

D-Cs ~~and HDCFs~~ are prohibited in all Residential **and Agricultural** Zoning Districts except those specifically listed in Section 24-A3(B).

~~DCs and HDCFs are also prohibited within any area where industrial or commercial development is prohibited by applicable Augusta Ordinances, state, or federal law, regulation, easement, deed restriction, conservation restriction, or other legally binding land use limitation. Sites containing or affecting wetlands, conservation areas, protected natural resource areas, drainageways, flood-prone areas, karst features, bluffs, or other environmentally sensitive resources shall be subject to all applicable August Ordinances, state, and federal review and permitting requirements. Augusta Planning and Development Department shall require the applicant to identify such resources on the site plan and may require additional information or conditions where necessary to determine site suitability and prevent adverse land use impacts.~~

~~B. Allowable Locations~~ Permitted Locations.

The following type of Data Center use is limited to **ONLY** the designated zoning districts:

1. Accessory data center, as defined, and Minor data center in General Business zoning districts.

C. Uses permitted by Special Exception

All other uses shall be permitted **ONLY** by Special Exception in the underlying zoning districts and ~~D-Cs and HDCFs~~ may be considered **ONLY** upon approval by the Augusta Commission, ~~following a public hearing, within the following zoning district: HI Industrial District.~~

1. Accessory data center, Minor data center, Medium data centers, Major data centers, and Campus, data centers in Heavy Industrial (HI).
2. Accessory data centers and Minor data centers, as defined, in designated Mixed-use (MXU) zoning districts.
3. Medium data centers, not requiring substations or transmission line impacts in designated General Business (GB) zoning district.
4. Minor data center and medium data center in designated Light Industrial (LI) zoning district.

5. Major data center and data center campus in designated Heavy Industrial (HI) zoning district.
 - i. All permitted accessory uses in the underlying zoning district shall be permitted in the Data Center District.
 - ii. Accessory data centers shall only be permitted on parcels zoned Light Industrial (LI) and Heavy Industrial (HI) as an accessory use if data center remains under 2,000 square feet.
6. All D-Cs ~~and HDCFs~~, regardless of zoning district, shall comply with the enclosure and permanent construction requirements of Section 24-A13.

~~D. General Siting Requirements~~

- ~~1. Sites shall have feasible access to electrical and broadband infrastructure without requiring new service extensions through existing residential neighborhoods or environmentally sensitive areas. As part of siting feasibility, the applicant shall submit the Utility Service Coordination Letter or other acceptable documentation required by Section 24-A9(A), identifying the applicable Utility Provider and any known utility service extensions, upgrades, easements, substations, transformers, access routes, or related infrastructure improvements that may be necessary to serve the proposed use.~~
- ~~2. Sites shall provide safe, all-weather access for emergency response, utility, and service vehicles.~~
- ~~3. Facilities that cannot comply with the cooling and water use standards of Section 24A.7 without reliance on consumptive groundwater or surface water use shall be ineligible for approval. Any request for consideration of alternative cooling technology shall be reviewed only through the (Utilities) approval process and the limited exception provisions of Section 24-A7(B) and shall require written Findings of Fact.~~
- ~~4. Where a proposal involves conversion of existing cropland or pasture to industrial use, the applicant shall provide information as required by Section 24-A4(2). Conversion of existing cropland or pasture is a consideration for compatibility and land-use impacts; it is not, by itself, an approval or denial criterion.~~

Section 24-A4. Application and Review Process

A. Pre-Application Conference.

Before filing an application, the applicant shall meet with the Planning and Development ~~Director or Designee~~, Engineering Department ~~Director~~, Environmental Services, Utilities, ~~and~~ Public Health, ~~AEMA~~, and Building Official. ~~The purpose is to identify site constraints, coordinate utility and infrastructure needs, and confirm required submittals.~~

~~B. Application Submittal Requirements.~~

~~Applications for a DC or HDCF shall include, at minimum:~~

- ~~1. A current survey, site plan showing property boundaries, topography, drainageways, proposed structures, setbacks, utilities, emergency access, stormwater facilities, parking, and landscaping.~~
- ~~2. A brief summary of the disturbed area or acres proposed for disturbance. The applicant may include a short narrative on how the layout minimizes conversion where feasible.~~
- ~~3. Required studies, as applicable, including noise analysis, hydrogeologic/water evaluation, utility service coordination, stormwater and drainage information, traffic information, and backup power/fuel storage information, prepared in accordance with Sections 24-A6 through 24-A14 of this ordinance.~~
- ~~4. The Utility Service Coordination Letter or other acceptable documentation required by Section 24-A9(A).~~
- ~~5. A written operations plan describing anticipated hours of operation, staffing levels, maintenance activities, delivery schedules, site security, emergency shutdown procedures, generator use, backup power systems, expected truck traffic during operation, and the name and contact information for the responsible facility operator.~~
- ~~6. If the project is proposed to be constructed in phases, the applicant shall submit a phasing plan identifying the timing, location, electrical load, structures, equipment, impervious surface, utility improvements, and operational capacity of each phase. Any future phase, expansion, or increase in electrical load beyond that approved shall require review as an Expansion or Modification under this ordinance.~~
- ~~7. The applicant shall identify the location and general type of major utility infrastructure proposed to serve the facility, including transformers, substations, switchgear, utility yards, poles, underground routes, easements, service access routes, and related equipment areas, to the extent known at the time of application.~~
- ~~8. The applicant shall identify the proposed method of sanitary sewage disposal and potable water supply for the facility, including whether the facility will use an existing system, proposed private well, public or municipal water service, hauled water, or another lawful source. Any required Environmental, Board of Health or state agency review shall be coordinated under Section 24-8.~~
- ~~9. The applicant shall submit development plan, which includes stormwater, grading, drainage, and erosion control plan prepared by a qualified professional, identifying existing and proposed drainage patterns, impervious surface, stormwater facilities, erosion control measures, sediment control measures, and any required state or federal stormwater permits.~~

~~10. The applicant shall identify any proposed backup generators, fuel tanks, battery energy storage systems, diesel storage, propane storage, coolant storage, or other backup power systems, including general location, capacity, containment measures, noise impacts, air-emissions permitting status if applicable, and emergency response considerations. Nothing in this subsection authorizes a battery energy storage system except as otherwise allowed by the Augusta Fire Marshal, Utilities, and Engineering Department.~~

~~11. As part of the Emergency Access and Safety Coordination Plan, the applicant shall provide basic site safety information reasonably necessary for emergency response coordination, including access routes, gate or access control information, emergency contact information, general location of electrical disconnects or disconnects or isolation points, backup generators, fuel storage areas, battery systems if proposed, coolant or chemical storage areas, and any other site features that may affect emergency access or responder awareness. The plan shall be provided to the emergency response agency having jurisdiction for informational review and coordination purposes only. Nothing in this section shall be interpreted to require the Augusta Commission or any emergency response agency to approve building design, fire code compliance, utility-owned equipment, electrical systems, or any matter under the authority of the Fire Marshal or other agency having jurisdiction.~~

~~12. The applicant shall submit a list of known or anticipated local, state, and federal permits, licenses, registrations, approvals, or agency reviews required for the project, including but not limited to stormwater, water use, wastewater or discharge, air emissions, fuel storage, electrical, driveway or access, road use, or environmental permits. Augusta approval under this ordinance does not relieve the applicant of responsibility to obtain all other required approvals.~~

13. Public Notification (New 24-A3 (D))

- a. Notice of the public hearing shall be prepared and published by the Planning and Development Director or Designee in accordance with O.C.G.A. § 36-66-4(g).
- b. Mailed Notice: Pursuant to O.C.G.A. § 36-66-4(g), at least thirty (30) days prior to the required public hearing for variances, special exceptions, Amendments, or other similar permits not enumerated as a zoning decision, the Zoning Administrator shall cause a notice of hearing to be mailed to the owners whose property or interest is the subject of such hearing, as applicable.
- c. Courtesy Notice: Written notice of the petition shall be distributed to all property owners within three hundred (300) feet of the boundaries of the subject property, whichever is greater for any petition for Future Land Use Map Amendment, Rezoning, Special Exception, or Text Amendment.
- d. The petitioner shall distribute the Courtesy Notice in writing as prepared by Planning and Development of the petition to all property owners as follows:
 - i. Written notice of the petition to all adjoining property owners of the boundaries of the subject property and within three hundred (300) feet radius of the subject property lines.
 - ii. The notice shall contain the same information as the legal notice which is published in the newspaper as outlined in this Section 24-A14.

- iii. The distribution and cost of the courtesy notice shall be the responsibility of the petitioner.
- iv. The petitioner shall obtain the names and mailing addresses of those to be notified from the Planning and Development Director or Designee. These names and mailing addresses will be provided directly from the Property Transfer Books and/or digital record files contained in the Richmond County Tax Assessor's Office. Only owners reflected on the records of the Tax Assessors as of the date of the application shall be entitled to notice. A copy of the names and addresses of these property owners that were provided to the petitioner shall be retained by the Planning and Development Director or Designee at the time the petition is filed.
- v. The notices shall be sent to each property owner at least one (1) time and must be postmarked a minimum of at least fifteen (15) calendar days before the date of the public hearing. The mailing shall be sent via a letter by first class mail, with proof of mailing obtained from the Post Office. Proof of mailing means either a "Certificate of Mailing" or a "Certified Mail" receipt; a "Return Receipt" showing delivery is not required. No other form of mailing shall be acceptable.
- vi. A copy of the materials provided to each property owner, a copy of all certified mailing receipts, and a signed and notarized Affidavit of Notice certifying the correctness of the mailing shall be provided to the Planning and Development Director or Designee a minimum of seven (7) business days prior to the date of the public hearing.
- vii. Failure of delivery of mailed courtesy notice shall not invalidate the hearing or any action taken, provided published notice was properly given.
- e. Public Notice for Hearings before Quasi-Judicial Officers, Boards, or Agencies. All applications before quasi-judicial officers, board, or agencies as defined in O.C.G.A. 36-66-3(1.1), shall require a public hearing preceded by publication of publish a public hearing notice within a newspaper of general circulation in Augusta at least thirty (30) days prior to the date of the public hearing. Such notices shall include the application number, date, time, location, and purpose of the public hearing.

14. The required fee and any escrow for third-party review, as determined by the ~~Planning and Development Director or Designee.~~ (Augusta Board of Commissioners).

~~G. Completeness and Review Timeline.~~

1. ~~Within fifteen (15) business days of submittal, the Planning and Development Director or Designee shall determine whether the application is complete and notify the applicant of any deficiencies or confirm completeness.~~

2. ~~Upon acceptance as complete, applications eligible for Augusta Planning Commission review shall be scheduled for a public hearing no sooner than forty-five (45) days from acceptance to allow interdepartmental review, technical evaluation, public notice, and utility coordination.~~

3. ~~Decision Period.~~

~~a. No Rezoning Required. If the property is already zoned to allow DCs and HDCFs, Augusta Planning Commission shall act on the Special Exception within sixty (60) days after acceptance of a complete application, unless extended by mutual written agreement.~~

~~b. Rezoning Required. If rezoning is required, the rezoning request shall proceed in accordance with the applicable procedures and timelines of the Comprehensive Zoning Ordinance of Augusta Georgia, including any required referrals, reviews, and actions by other jurisdictions or agencies where applicable, following final action by Augusta on the rezoning request.~~

~~4. The sixty day (60) decision period is paused while (a) third party review is underway or (b) required documents from the applicant or Utility Provider are outstanding.~~

D. Third-Party Technical Review, (if applicable).

1. Augusta may retain one or more qualified independent professionals to review technical materials where specialized expertise beyond normal staff capacity is reasonably necessary.

All costs of third-party review, including professional fees and reasonable Augusta administrative costs associated with such review, shall be paid by the applicant to the Planning and Development , ~~reimbursed to Planning and Development upon invoice, or paid through an escrow or advance payment process established by Planning and Development.~~ Such costs shall not be borne by Augusta.

2. ~~Planning and Development Department may require an escrow deposit or advance payment in an amount reasonably estimated to cover third party review costs.~~ Review or processing of the application may be suspended if the payment is not timely made by the applicant.

~~E. Public Hearing.~~

~~All DC and HDCF Special Exception applications shall be heard by Augusta Commission following any required rezoning process and all notices and hearing requirements by state law or ordinance are satisfied.~~

~~F. Permit Conditions and Findings.~~

~~1. The Augusta Planning Commission shall impose such reasonable and necessary conditions as are needed to ensure compliance with this ordinance and to protect the public health, safety, and welfare.~~

~~2. All decisions shall include written Findings of Fact summarizing the evidence, conditions, and basis for approval or denial, with reference to the standards of O.C.G.A. § 36-66-4 where applicable.~~

~~3. In addition to the technical standards set forth in Sections 24-A5 through 24-A15, the Findings of Fact shall address, as applicable, compatibility with surrounding land uses, transportation and road impacts, utility service considerations, information regarding the conversion of cropland and pasture, and consistency with the Comprehensive Zoning Ordinance of Augusta Georgia and Comprehensive Plan.~~

~~G. Minimum Standards; No Guarantee of Approval.~~

~~Compliance with the minimum submittal, technical, dimensional, and operational standards of this ordinance does not, by itself, guarantee approval of a DC or HDCE. Applications subject to the applicable public hearing process, required Findings of Fact, site-specific review, consistency with the Comprehensive Zoning Ordinance of Augusta Georgia, and Comprehensive Plan, and consideration of public health, safety, welfare, infrastructure, compatibility, and natural resource impacts. The reviewing body may approve, approve with conditions, or deny an application based on the standards of this ordinance and the evidence in the record.~~

H. As-Built Documentation and Pre-Operation Certification.

Prior to commencement of full facility operations, the facility owner and operator shall submit as-built plans or certification from a licensed professional confirming that the facility was constructed in substantial compliance with the approved site plan, approved conditions, utility infrastructure plan, stormwater plan, emergency access plan, and other approved application materials.

I. Annual Compliance Certification.

By March 1 of each year, the facility owner and operator shall submit a brief annual certification to Planning and Development confirming that the facility remains in compliance with the approved Special Exception, approved site plan, approved operations plan, noise standards, cooling and water-use standards, emergency contact information, and all applicable conditions of approval. The certification shall identify any material changes in ownership, operation, electrical load, cooling technology, backup power systems, or site layout during the prior calendar year.

Section 24-A5. Setbacks and Separation Requirements

The following setbacks and separation requirements shall apply to all principal structures, equipment enclosures, cooling systems, generators, and associated infrastructure of a D-C ~~or HDCE~~.

A. Where adjacent to property zoned HI or LI; no D-C ~~or HDCE~~ shall be located less than ~~100~~ **0-foot and 25-foot** feet from the property line.

B. Where adjacent to property zoned for Residential use, Agricultural use, or with ground level

residential, a minimum 500-foot-(setback) or wide buffer shall be required.

C. If a planted berm that provides a minimum visual screen that blocks the line of sight measured at the highest point at adjacent property lines and roads to the highest point on proposed structures in the development is proposed within the buffer along adjacent to a property or road frontages, the buffer may be reduced to 300 feet where adjacent to a property zoned for Residential use, Agricultural use, or with ground level Residential; and 100 feet where adjacent to local road frontages and other properties.

D. If a reduction is proposed, a visual survey showing line of sight to the highest point on proposed structures in the development and at adjacent property lines and roads shall be provided for review by the Engineering Department Director or their designee prior to final approval. Natural buffers may be utilized as well where warranted. The Planning Director or their designee shall determine if the proposed development provided information warrants a reduction in the buffer and provide the determination prior to issuance of a land disturbance permit.

E. All plantings on the berm shall be reviewed by the Engineering Department Director prior to the issuance of a land disturbance permit wherein the berm is constructed. No berm shall be constructed within 25 feet of the adjacent property line or road frontage and any stormwater runoff from said berm shall be directed away from adjacent properties.

F. Greater Setback May Be Required:

~~The Augusta Board of Zoning Appeals, Planning Commission, Augusta Utilities, or Engineering Division may require greater setbacks where site conditions, topography, facility design, cooling technology, water-use characteristics, or other site-specific factors indicate that additional distance requirement is necessary to protect public health, safety, and welfare, to achieve compliance with Section 24-A6 of this ordinance, or to prevent adverse impacts to groundwater, surface water, or hydrologically sensitive features.~~

G. Findings of Fact Required:

~~Any increase in the setbacks required by this section, or any additional site protection required under this section, shall be supported by written Findings of Fact referencing applicable studies, modeling, site conditions, agency guidance, or other information contained in the public record~~

H. Greater Standard Governs:

~~Where multiple setbacks or separation standards apply, the greater distance shall govern. Nothing in this section shall be interpreted to authorize a reduction of any required setback except through the applicable variance process under the Comprehensive Zoning Ordinance of Augusta Georgia.~~

I. Measurement.

Setbacks shall be measured from the property line nearest DC or HDCF structure, equipment

~~enclosure, cooling system, generator, or associated infrastructure to the respective property line, occupied structure, cemetery, or environmental feature.~~ If more restrictive setback, buffer, or water-quality requirements are imposed by state or federal law, those requirements shall govern.

Section 24-A6. Noise Standards

The purpose of this section is to protect the health, comfort, and welfare of August residents from excessive noise associated with D-Cs ~~or HDCFs~~.

A. Noise Limits

1. Noise from any Data Center ~~or High-Density Computing Facility~~ shall not exceed a sound level at daytime (7:01 a.m. to 9:59 p.m.) continuous sound level of 65 dBA or a nighttime (10:00 p.m. to 7:00 a.m.) continuous sound level of 60 dBA, for any 15-minute measurement interval unless otherwise permitted.

~~1. six five decibels (65 dBA), measured at the property line of an adjacent parcel.~~

2. If testing identifies a distinct hum, tone, or other prominent low-frequency characteristic, the measured sound level shall be adjusted by ~~plus~~ (minus) five decibels (~~+5 dBA~~) (-5 dBA) for compliance evaluation purposes.

B. Noise Measurement Standards.

~~1. Noise measurements shall be conducted in accordance with the most current versions of ANSI S12.9 (Parts 1 and 3) and IEC 61672-1, or approved successor or equivalent standards providing equal or greater rigor, accuracy, and public protection.~~

Testing shall be performed using a Class 1 / Type 1 sound level meter capable of one-third-octave band analysis, or equivalent instrumentation under an approved successor or equivalent standard.

2. For permitting and compliance purposes, measurements shall be performed using a calibrated Type 1 sound level meter, configured to log and record one-third octave flat-weighted equivalent sound pressure levels, and A-weighted equivalent level (Leq), slow time weighting, with a 15-minute averaging interval. Measurements shall be made proximately to, but no closer than, 100 feet from an occupied residential structure or other designated sensitive receiver.

~~2. Measurements shall be taken over a representative operating period sufficient to capture typical facility conditions, including cyclical equipment operation, as determined by the qualified professional conducting the test.~~

3. ~~If a successor or equivalent standard is used, the testing professional shall provide a brief written statement explaining why the alternative standard is equivalent to or more conservative than the standards listed above.~~

C. Noise Testing, Reporting, and Corrective Action.

1. The facility owner and operator shall, at their sole expense, provide:
 - a. a baseline ambient noise study completed prior to commencement of construction, documenting existing background sound conditions at representative locations; and
 - b. a post-startup noise compliance test completed within sixty (60) days after commencement of full facility operations, or within such additional time approved by the Engineering Department Director or Designee, for good cause, demonstrating compliance with this ordinance under representative operating conditions.
2. Additional noise testing may be required by the Engineering Department Director or Designee in response to a complaint, following any Expansion or Modification, a documented violation, or when the Engineering Department Director or Designee reasonably determines that additional testing is necessary to investigate potential noncompliance.
3. Beginning on the third anniversary of commencement of full facility operations, and every three (3) years thereafter for so long as the facility operates, the facility owner and operator shall provide an updated noise compliance test at their sole expense.
 Provided that if the Planning Department receives a minimum of 10 documented complaints regarding noise within a six (6) month period, the Planning Department Director may require the owner and operator to provide an updated noise compliance test, but no more frequently than once every one and half (1 ½ years).
4. All noise testing shall be conducted by an independent qualified professional experienced in environmental noise measurement.
5. All noise testing and reporting required under this section shall be at the sole expense of the facility owner and operator and shall not be borne by Augusta.
6. Noise study or sound test required under this ordinance shall be submitted to the Engineering Department Director or Designee, within ten (10) business days after testing. The report shall include, at a minimum, testing locations, dates and times, equipment and calibration information, standards used, facility operating conditions, and results sufficient to demonstrate compliance.
7. If noise exceeds the allowable limits, the facility owner and operator shall promptly implement corrective measures and, if necessary, suspend the offending equipment or operations until compliance is demonstrated by follow-up testing. Any follow-up report shall also be submitted to the Engineering Department Director or Designee.

Section 24-A7. Cooling Systems & Water Use

The purpose of this section is to address land use impacts associated with cooling systems and water use, including compatibility with surrounding properties, protection of groundwater and surface water resources, and site suitability for D-Cs or HDCFs. ~~This section is intended to establish land use standards and coordination requirements only. Nothing in this section shall be construed to supersede, duplicate, or replace the authority of the Georgia Department of Natural Resources or any other agency having jurisdiction over water withdrawal, discharge, wastewater, or related permitting requirements.~~

A. Required Cooling Technology

All D-Cs ~~or HDCFs~~ shall utilize air-cooled or closed-loop cooling systems. Open-loop, once-through, or water-consumptive cooling systems are prohibited, ~~unless an exception is approved by the Augusta Utilities Department.~~ This requirement applies to all primary and auxiliary cooling equipment serving computing, electrical, or energy storage components of the facility.

B. Limited Exception

~~Only the Augusta Utilities Department can grant alternative cooling technology. Any approval of an alternative cooling system shall require written Findings of Fact and may include conditions of approval.~~

The Augusta Planning Commission may consider alternative colling technology only if the applicant submits a certified engineering report demonstrating that the proposed system:

1. Does not withdraw groundwater or surface water.
2. Results in no net consumptive water loss.
3. Does not increase risk to aquifers, private wells, or hydrologically sensitive features.
- 4.4. Complies with all applicable Georgia Department of Natural Resources (GDNR) water-use and discharge requirements.

Any approval of an alternative colling system shall require written Finding of Fact and may include conditions of approval.

C. Spill Prevention and Containment

All coolants, lubricants, and water-treatment chemicals shall be stored in approved containers with secondary containment sufficient to prevent release to soil, groundwater, or surface water. Containment practices shall comply with all applicable local, state, and federal requirements, including applicable GDNR or EPA requirements, manufacturer specifications, permit conditions, and applicable fire, electrical, or industry standards.

D. Cooling Water Discharge and Disposal

Any discharge or disposal of cooling water, including water containing additives or treatment chemicals, shall comply with all applicable GDNR, federal, and other legal requirements. Where cooling-water discharge or disposal is proposed as part of facility operations, the applicant may be required to provide sufficient information to demonstrate that such discharge or disposal will be lawfully handled through the appropriate permitting or disposal pathway. Nothing in this subsection shall be interpreted to authorize discharge otherwise regulated by GDNR or other agencies having jurisdiction.

E. Closed-Loop System Verification at Start-Up

Prior to commencement of full facility operations, the facility owner and operator shall provide written verification from a licensed professional engineer or qualified cooling-system installer that:

1. All closed-loop cooling systems have been pressure-tested or otherwise inspected for leaks and system integrity.
2. Testing and inspection were conducted in accordance with manufacturer specifications and applicable industry standards; and
3. Any deficiencies identified during testing have been corrected and re-verified.

The Augusta Utility Department may require follow-up verification or inspection if there is credible evidence of leakage, system malfunction, or resulting impacts to neighboring land uses or environmental resources.

F. Annual Water Use Reporting

Unless the facility is connected to a municipal water-supply system, the facility owner and operator shall submit a simple annual water-use summary to Augusta Utilities, by March 1 of each year covering the prior calendar year of operations. The summary shall include, at a minimum:

1. Total water used during the reporting period, by source, including municipal supply, or hauled water.
2. A brief description of any changes to cooling equipment, cooling-system type, or water-use practices during the reporting period; and
3. A certification that the facility remains in compliance with the cooling-system and water-use requirements of this section.

Routine submission of this summary to state agencies is not required by this ordinance. Additional reporting may be requested by the Augusta Utilities Department, Planning and Development Director or Designee, or the Engineering Department Director, only if required by GDNR or if credible evidence of water-use conflicts with neighboring properties or environmental resources arises.

G. Compliance With Other Laws

Nothing in this section supersedes, duplicates, or limits the authority of the Georgia Department of Natural Resources or any other agency having jurisdiction. All facilities shall comply with Georgia Department of Natural Resources and all other applicable state and federal laws, permits, and regulatory requirements.

H. Water Source.

No private well may be used to provide water to the site or for cooling purposes.

I. Section 24-A8. Sanitary Facilities and Water Supply

This section serves as a coordination provision. Sanitary sewage disposal systems and potable water supply systems are governed by Augusta Utilities Department and the Richmond County Health Department, and applicable local and state agencies rather than independent zoning standards.

All sanitary sewage disposal systems and potable water supplies serving a D-C ~~or HDCE~~ shall comply with applicable Augusta Utilities Department, the Richmond County Department of Public Health regulations, and all applicable local, state, or federal requirements administered by the Georgia Department of Natural Resources, or any other agency having jurisdiction.

Where review or permitting by the Richmond County Department of Public Health ~~Department~~ or a local or state agency is required, the Planning and Development Director or Designee shall coordinate referral as part of the application review process. Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner of responsibility to obtain all required sanitary, wastewater, potable-water, water-system, or related permits and approvals.

Section 24-A9. Utility Coordination

A. Utility Service Coordination and Applicant Verification.

The applicant shall provide written documentation identifying the applicable electric Utility Provider for the subject property and confirming that the applicant has consulted with the Utility Provider regarding the proposed D-C ~~or HDCE~~, including the proposed maximum electrical service load and any known utility service extensions, upgrades, easements, substations, transmission/distribution improvements, or related site improvements that may be necessary to serve the proposed use.

The documentation may be provided in the form of a utility service availability letter, utility feasibility letter, service coordination letter, or other written confirmation acceptable to the Augusta Utilities (y) Department. ~~Proprietary, confidential, rate related, or contract terms may be redacted.~~

~~The purpose of this requirement is limited to land use review, site feasibility review, infrastructure coordination, emergency access and safety planning, and evaluation of potential site impacts. Nothing in this subsection shall be interpreted to require the Augusta Planning and Development Department to determine electric utility capacity, approve or deny electric service, regulate utility rates, regulate service territories, regulate interconnection requirements, require a Utility Provider to serve the facility, or interfere with matters governed by state or federal law.~~

Failure to provide the required documentation may result in the application being deemed incomplete.

B. Utility Connections, Infrastructure and Site Design

1. Reasonable efforts shall be made to place utility connections serving the D-C ~~or HDCE~~ underground where feasible based on soil conditions, topography, distance, and other site constraints.

2. Major utility equipment areas, transformers, switchgear, substations, easements, and service-access routes shall be shown on the approved site plan to the extent known and shall be located, screened, and accessed in a manner compatible with surrounding land uses and emergency-response needs.

Section 24-A10. Emergency Access, Safety Coordination and Hazard Containment

A. Emergency Access and Safety Coordination Plan

Prior to issuance of any zoning permit, the applicant shall submit an Emergency Access and Safety Coordination Plan consistent with the information required under Section 24-A(B)(12).

1. The plan shall demonstrate that the facility site layout provides safe, reliable, all-weather access for emergency-response, utility, and service vehicles and includes basic site-safety information reasonably necessary for emergency-response coordination.
2. The plan shall be provided to the Emergency Management Director for informational review and coordination purposes only. Nothing in this section shall be interpreted to require the Planning and Development Director or any Emergency Management Director to approve building design, fire-code compliance, utility-owned equipment, electrical systems, or any matter under the authority of the local or State Fire Marshal, Building Official, Engineering Department, Utilities Department, Utility Provider, or other agency having jurisdiction.
3. The plan shall be maintained on file with the Augusta Emergency Management Agency, Engineering Department, Augusta Utilities Department, and Planning and Development and updated as necessary to reflect material changes to site layout, access, gate or access-control information, emergency contact information, emergency electrical disconnects or isolation points, backup power systems, fuel storage areas, coolant or chemical storage areas, or other site features that may affect emergency access or responder awareness.

B. Emergency Contact and Access Updates

The facility owner and operator shall maintain current twenty-four-hour emergency contact information with the Augusta Emergency Management Agency or Designee. Any change in facility ownership, operation, emergency contact information, access-control information, or designated representative responsible shall be provided to the Augusta Emergency Management Agency ~~or Designee~~ and Planning and Development ~~Director or Designee~~, within ten (10) days.

C. Hazard Awareness and Containment

1. To reduce risks to surrounding land uses, public infrastructure, responders, and natural resources, on-site storage of coolants, fuels, lubricants, batteries, or other regulated liquids or chemicals shall be located and maintained so as to prevent spills, leaks, discharges, or uncontrolled releases to soil, groundwater, surface water, stormwater systems, or the atmosphere, as applicable under local, state, or federal law.
2. Secondary containment and release-prevention measures shall be provided where required by applicable law, permit, code, manufacturer specifications, or industry standards.

~~D. Emergency Signage~~

~~A sign visible at the primary access entrance shall identify the facility owner and/or operator and display a twenty-four-hour emergency contact phone number. Required signage shall be maintained in good condition for the life of the facility. Any change in facility ownership,~~

operation, or emergency contact information shall be updated on the required signage and in the Emergency Access and Safety Coordination Plan within ten (10) days.

Section 24 A11. Waste Management, E-Waste, and Regulated Materials

A. Purpose and Land Use Basis

This section is intended to address land use impacts associated with the on-site accumulation, storage, removal, recycling, and disposal of electronic waste, obsolete equipment, regulated materials, and similar materials associated with DCs or HDCFs. Such impacts may include site-safety concerns, contamination risk, visual blight, interference with site maintenance, and interference with site restoration. Nothing in this section is intended to supersede, duplicate, or replace the authority of the GDNR, the U.S. Environmental Protection Agency (EPA), the Local or State Fire Marshal, or any other agency having jurisdiction over environmental, waste-disposal, hazardous material, or code compliance matters.

B. Waste Handling and Disposal

All solid waste, e-waste, hazardous materials, and regulated substances associated with a DC or HDCF shall be handled, stored, transported, and disposed of in compliance with all applicable local, state, and federal laws. Such materials shall not be accumulated on-site beyond reasonable operational needs.

C. Timely Removal

To prevent site safety concerns, visual blight, and interference with site restoration, e-waste and hazardous materials shall be stored and removed in compliance with all applicable local, state, and federal laws and shall not be accumulated on-site beyond reasonable operational needs. Temporary storage pending removal shall occur within approved structures or enclosures, or within approved containers designed for the material being stored and shall use appropriate containment measures where required by applicable law or standards.

D. Documentation

The facility owner and operator shall maintain disposal, recycling, transfer, manifest, or other records required by applicable local, state, or federal law, including GDNR or EPA requirements where applicable. To the extent such records exist or are legally required, they shall be retained for at least five (5) years or the period required by the applicable agency, whichever is longer, and shall be provided to the Planning and Development Director or Designee, upon request for purposes of verifying compliance with this ordinance or obligations. Routine submission is not required unless a compliance concern arises.

E. Compliance and Referral

Failure to comply with this section constitutes a zoning violation subject to enforcement under the Comprehensive Zoning Ordinance of Augusta Georgia. Augusta may refer suspected

~~environmental violations to the GDNR, the EPA, or other agencies having jurisdiction.~~

Section 24-A12. Screening, Fencing, and Lighting (24-A11)

A. Security Fencing

An eight-foot (8 ft.) security fence shall be installed and maintained around the perimeter of the D-C ~~or HDCF~~. Fencing shall be constructed of durable, non-reflective materials commonly used for substations, utility facilities, or similar secured infrastructure. All access points shall be secured with lockable gates designed to prevent unauthorized entry. Fencing shall be maintained in good condition for the life of the facility.

B. Visual Screening

Visual screening may be required by the Augusta Planning Commission where necessary to reduce visual impacts on nearby Occupied Structures or public roadways and to maintain compatibility with surrounding land uses. In determining whether screening is required, the Augusta Planning Commission may consider facility visibility, site conditions, topography, existing vegetation, and the relationship of the facility to nearby Occupied Structures and public roads.

1. Required screening may include architectural walls or panels, berms, landscaping with native or adaptive species, existing vegetation, or other comparable methods approved by the Board of Adjustment.
2. Loading bays, refuse and trash collection areas, service entrances, and similar service areas shall be located or screened to minimize visibility from public roads and nearby Occupied Structures.
3. Ground-mounted mechanical and electrical equipment, including but not limited to generators, transformers, cooling equipment, switchgear, and similar components, shall also be located or screened to minimize visibility from public roads and nearby Occupied Structures. Ground-mounted mechanical or electrical equipment and service yard areas shall not be located within any required building setback for the zoning district.
4. Screening requirements shall be site-specific and shall not interfere with sight-distance requirements, road safety, snow removal, or utility infrastructure.

C. Screening Maintenance

Any required screening shall be maintained for the life of the facility. Dead, damaged, or missing plant materials shall be replaced within the next appropriate growing season.

D. Exterior Lighting

All exterior lighting shall be designed to minimize glare, light trespass, and visual impacts on surrounding properties. Exterior lighting shall be fully shielded and downcast and shall be directed away from adjacent properties and public roadways. Lighting levels shall not exceed

0.2 foot-candles, measured at the property line. Motion sensors, timers, or other control technologies shall be used where feasible to minimize continuous illumination. Exterior lighting fixtures shall not exceed 3,000 Kelvin.

E. Reflective Materials

Reflective, mirrored, or high-gloss exterior finishes are prohibited on buildings, fencing, and equipment enclosures. Exterior materials shall utilize matte or low reflectivity finishes compatible with surrounding rural or industrial character.

F. Scenic Byway and Visual Resource Considerations.

Augusta recognizes the importance of protecting the visual character and scenic resources associated with designated state and national scenic byways. Where a proposed D-C ~~or HDCF~~ is located within the viewshed of such a corridor, the Augusta Planning Commission may consider visual impacts and may require reasonable conditions, including additional screening, lighting controls, site-layout modifications, and compatible exterior materials or finishes, to reduce adverse visual effects.

~~G. Site Maintenance~~

~~The facility owner and operator shall maintain the site in a clean and orderly condition for the life of the facility, including fencing, screening elements, lighting fixtures, and the grounds immediately surrounding structures.~~

H. Enforcement

Failure to maintain the site in compliance with this section or with approved plans shall constitute a zoning violation subject to enforcement under this ordinance. ~~All costs associated with installation, maintenance, replacement, and long-term upkeep required under this section shall be the responsibility of the facility owner and operator.~~

Section 24-A13. ~~Structural~~ Site Design Standards

A. Permanent Construction Required

All principal buildings and equipment enclosures associated with a D-C ~~or HDCF~~ shall be permanently constructed and supported by a concrete foundation or equivalent engineered foundation designed by a licensed professional engineer.

B. Building Height.

Building height for any data center shall not exceed seventy-five (75) feet in Light Industrial (LI) and Heavy Industrial (HI) zoning districts, which shall be measured from average finished grade (determined by averaging the elevations of the finished grade around the entire footprint of the structure) to the top of the highest roof beams on a flat roof, to the deck level

on a mansard roof, and to the average distance between the eaves and the ridge level for gable, hip, shed, and gambrel roofs.

Rooftop mechanical equipment, including but not limited to heating, air conditioning, ventilation, generators, and similar equipment shall not exceed a height of thirty (30) feet.

Data centers in other zoning districts shall comply with the height limit requirements of the relevant zoning district and/or overlay.

C. Enclosure Required for Computing Equipment

1. All servers, computer clusters, processors, data-processing equipment, cryptocurrency mining equipment, artificial-intelligence computing equipment, and similar computing equipment shall be located entirely within a fully enclosed, building.
2. Outdoor or partially enclosed placement of computing equipment is prohibited.
3. ~~This subsection does not prohibit~~ All exterior placement of permanently installed mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment, provided such equipment must be ~~is~~ shown on the approved site plan and complies with all applicable setbacks, screening, noise, safety, containment, and other requirements of this ordinance.

D. Exterior Mechanical and Electrical Support Equipment

1. Accessory uses, such as: exterior mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment shall be permanently installed, shown on the approved site plan, and maintained in good repair.
2. Such equipment shall not be placed on temporary skids, trailers, shipping containers, mobile storage units, or other non-permanent support except during construction, repair, emergency replacement, or other temporary activity approved by the Director of Planning and Development or ~~their~~ Designee.

E. Prohibited Structures

The following portable or non-permanent structures shall not be used as buildings, enclosures, or permanent support structures for computing equipment or associated support equipment of a D-C ~~or HDCF~~:

1. Cargo or shipping containers;
2. Railroad cars;
3. Semi-truck trailers;
4. Mobile or temporary storage units; or
5. Any other portable or non-permanent structure not designed for long-term building occupancy.

~~F. Structural Maintenance~~

~~All structures and equipment enclosures associated with a D-C or HDCF shall be maintained in good repair and free of deterioration, corrosion, or structural defects that could create safety~~

~~hazards, fire risk, or operational impacts. Failure to maintain structures in compliance with this section constitutes a zoning violation subject to enforcement under this ordinance.~~

G. Parking

Off-street parking for D-Cs ~~or HDCFs~~ shall be provided at a minimum ratio of one (1) parking space per two (2) employees on the maximum shift, plus one (1) parking space per company vehicle. If the principal use of the facility changes following Special Exception approval, the new use shall comply with all applicable parking and loading requirements for that use under the **Augusta** Comprehensive Zoning Ordinance.

Section 24-A15. Discontinuation and Abandonment

A. Purpose

To ensure D-Cs ~~or HDCFs~~ are dismantled, removed, and the site restored to a safe, stable, and environmentally sound condition when use is discontinued, abandoned, or a permit is revoked, and to ensure that site restoration costs are borne by the operator and property owner rather than the public.

B. Discontinuation / Abandonment

1. A D-C ~~or HDCF~~ is considered discontinued after one (1) year without active operations or other documented productive use authorized by the Special Exception, unless the operator submits a written plan to return the facility to service on a reasonable schedule. The operator shall provide written notice to the Planning and Development **Department** ~~Director or Designee~~, when the facility is permanently shut down or when operations will be suspended for an extended period.
2. The Planning and Development ~~Director or Designee~~ may determine discontinuation or abandonment based on inspection, operator information, or other reliable documentation.

C. **Decommissioning Deadline and Extension**

1. Following discontinuation or abandonment, the facility owner and operator shall complete site restoration within two hundred seventy (270) days in accordance with the approved Site Restoration Plan.
2. The facility owner and operator may request one extension of up to ninety (90) days, in writing, for good cause shown.

D. **(Decommissioning Plan - Submitted with Special Exception)**

1. At the time of Special Exception application, the applicant shall submit a Decommissioning Plan outlining how the facility will be removed and the site restored at the end of its service life or upon discontinuation/abandonment.

2. The plan shall be prepared and sealed by a professional engineer licensed in the State of Georgia.

3. At a minimum, the plan shall include:

- i) A step -by-step sequence for dismantling, removal, recycling, and disposal of buildings, equipment, foundations, wiring, conduits, fencing, lighting, impervious surfaces, and accessory facilities.
- ii) Site-restoration actions, including repair of disturbed areas, regrading as needed, and revegetation/ground cover.
- iii) An itemized cost estimate in current dollars for decommissioning and site restoration, excluding salvage value.
- iv) Identification of responsible parties and contractors.
- v) A description of how decommissioning will be carried out safely and in compliance with applicable laws.

E. Cost Estimate Review and Update

1. The decommissioning cost estimate is subject to Augusta Planning and Development Department review for completeness and reasonableness. At the applicant's sole expense, Augusta may retain an independent qualified professional to evaluate the estimate.

~~2.~~ At the sole expense of the facility owner and operator, jointly and severally, decommissioning cost estimate shall be reviewed and updated at least every five ~~three~~ years, or more often if required by the Augusta Planning and Development Department due to material changes in facility size or configuration.

~~F. Financial Assurance Required~~

~~1.~~ Prior to issuance of any land disturbance or building permit for construction, the facility owner and operator shall be jointly and severally responsible for providing and maintaining financial assurance in a form acceptable to Augusta to guarantee decommissioning, site restoration, and compliance with this section. The amount of financial assurance shall be based on the approved decommissioning cost estimate, as reviewed and accepted by Augusta, and shall be kept current and in effect for the life of the facility until released in writing by Augusta following satisfactory completion of decommissioning and restoration.

~~2.~~ Financial assurance shall be issued by a surety or financial institution authorized to do business in Georgia and shall name Augusta as beneficiary/obligee as appropriate.

~~3.~~ Financial assurance shall remain in effect until Augusta confirms in writing that decommissioning and site restoration are complete. Failure to maintain required financial assurance is a zoning violation and a breach of Special Exception.

G.F. Responsibility; Property Owner Acknowledgement

Prior to final Special Exception approval and prior to issuance of any land disturbance or

building permit for commencement of construction, the property owner of record shall either be applicant, a co-applicant or, together with the facility operator, shall execute and provide to Augusta written acknowledgment, in a form approved by the Augusta Commission a, and shall provide a written acknowledgment, approved by the Augusta Commission confirming their understanding of an agreement to comply with the decommissioning, restoration, maintenance, and enforcement of this ordinance.

The acknowledgment shall include, at a minimum:

1. The legal description of the subject property and parcel identification number;
2. The name and address of the record property owner;
3. The name and address of the facility operator, if different from the owner;
4. Reference to the approved Special Exception by case number and date of approval, if applicable.
5. A statement that the facility owner and operator are jointly and severally responsible for compliance with the requirements of this ordinance, including restoration obligations.
6. A statement that such obligations shall be binding upon the owner, operator, and their respective heirs, successors, assigns, lessees, transferees, and any other party acquiring an ownership or operational interest in the facility or subject property.
7. A statement that zoning approval does not relieve the owner or operator from compliance with any other applicable local, state, or federal requirements.
8. Augusta may require that this acknowledgment, or a memorandum of it in recordable form, be recorded against the subject property with the Clerk of the Superior Court of Richmond County, Georgia, so as to provide notice to successors and assigns. A recorded copy shall be provided to Planning and Development, before any zoning or building permit is issued. Failure to record and provide proof of recording as required by this section constitutes a zoning violation and shall be grounds for withholding or revoking permits issued under this ordinance.
9. Private lease terms or contractual arrangements between the owner and operator do not limit the Augusta's authority to enforce this ordinance.

H.G. Remedy on Default; Cost Recovery

1. If the operator fails to complete restoration on time, Planning and Development may issue a written Notice of Default stating the basis for noncompliance and providing a reasonable cure period, not to exceed thirty (30) days, unless a shorter period is needed to address an imminent threat to health, safety, or the environment.

2. After the cure period (or sooner, if necessary to address an imminent threat), Augusta may take enforcement action and may cause site restoration to be completed by contractors selected by Augusta.

~~3. Augusta may draw on the financial assurance in an amount sufficient to pay all reasonable costs incurred to complete decommissioning and restoration, including contractor costs, administrative costs, engineering and inspection services, and legal expenses. Augusta's Planning and Development determination of default and documentation of costs shall be~~

~~sufficient basis for a claim against the financial assurance.~~

~~4. If Augusta's costs exceed the available financial assurance, the operator and property owner of record may be held responsible for any unpaid balance to the extent permitted by law.~~

3. The Operator and property owner of record may be held responsible for any unpaid balance.

5.4. Where authorized by Georgia law, Augusta may pursue recovery of eligible costs through liens, special assessments, or tax-recovery procedures.

I. Documentation of Completion

Upon completion of site restoration, the facility owner and operator shall submit a final report prepared by a qualified professional certifying that work was completed in accordance with the approved plan. The Engineering Department, Environmental Services, Planning and Development Department, Augusta Utilities Department, Georgia Environmental Protection Department, and Fire Marshal shall inspect the site before releasing financial assurance, if applicable.

J. Site Restoration

Unless otherwise approved as part of a reuse plan, site restoration shall include:

1. Removal of exterior D-C ~~or HDCE~~-specific equipment and appurtenances, including exterior equipment yards, standalone cooling equipment, generators, transformers not needed for a subsequent permitted use, above-ground tanks, and security fencing that is no longer needed.
2. Restoration of disturbed areas not needed for a subsequent permitted use, including removal of unused gravel laydown areas, stabilization of soil, and reseeded or other vegetative cover consistent with surrounding land uses.
3. Removal or mitigation of foundations, pads, or below-grade structures that create safety hazards, impede agricultural use, or are inconsistent with the approved site restoration- land use.

K. Interior Equipment and Materials

Interior computing equipment and associated materials shall be de-energized and managed in compliance with all applicable e-waste, solid-waste, and hazardous-waste laws and regulations, including Georgia Hazardous Waste Management O.C.G.A. 12-8-60, and any applicable state or federal requirements.

Nothing in this ordinance shall be construed to prohibit reuse of a structurally sound, code-compliant building shell and foundation for other permitted industrial, commercial, or agricultural uses, provided all hazardous materials and regulated equipment are removed or managed in compliance with applicable law and any approved reuse plan.

L. Reuse of Buildings

The Augusta Planning Commission may approve a site restoration plan that retains a building shell and associated foundations when a subsequent permitted use has been identified or is reasonably foreseeable, and when retention is consistent with public safety, building and fire codes, and surrounding land use compatibility.

Section 24-A16. Enforcement and Penalties

A. General Authority

The Director of Planning and Development or Designee, is authorized to administer and enforce this ordinance pursuant to the **Augusta** Comprehensive Zoning Ordinance ~~of Georgia~~ and O.C.G.A. §36-66-2.

B. Responsibility

The facility owner and operator shall be jointly and severally responsible for compliance with this ordinance, all conditions of approval, all approved plans and submissions, and all obligations relating to construction, operation, maintenance, site restoration, and enforcement of the facility.

No transfer of ownership, operational control, leasehold interest, or other interest in the facility or subject property shall relieve the owner or operator of any responsibility under this ordinance unless and until such transfer is approved in writing by Planning and Development as required by this ordinance.

Private agreements between the owner, operator, lessee, contractor, or any other party shall not limit or impair the Planning and Development Director or Designee's authority to enforce this ordinance against any responsible party.

C. Violations and Procedures

1. When the Planning and Development Director or Designee determines that a violation of this ordinance, an approved permit, a condition of approval, or an approved plan or submission has occurred, the Planning and Development Director or Designee shall issue a written Notice of Violation to the facility owner and operator and shall copy the property owner of record. The notice shall identify the nature of the violation, the corrective action required, and the deadline for compliance.

2. If the violation is not corrected within the time specified in the Notice of Violation, Director of Planning and Development or Designee may pursue one or more of the following remedies, as authorized by law and the Comprehensive Zoning Ordinance of Augusta Georgia:

- a. Civil citations and fines as provided by the Augusta code;
- b. Initiation of suspension or revocation proceedings for Augusta approval or zoning permit, as applicable and as authorized by law;
- c. Initiation of civil abatement or nuisance proceedings under the Comprehensive

Ordinances of Augusta Georgia, or other applicable law; and
 d. Recovery of County costs as provided in this ordinance.

3. Where a D-C ~~or HDCF~~ is operating in a manner that poses an imminent and documented threat to public health or safety, neighboring property, public infrastructure, or natural resources (including but not limited to uncontrolled hazardous-material release, fire or explosion risk, or repeated operation in violation of enforceable noise limits after notice and opportunity to cure) the Augusta may seek immediate temporary injunctive relief or other lawful relief in a court of competent jurisdiction, or may pursue any temporary suspension mechanism. ~~otherwise authorized by Georgia law.~~

D. Abatement and Cost Recovery

If the facility owner and operator fail to timely remedy a violation or to complete required site restoration, Augusta may, after notice and opportunity to cure as provided by this ordinance, enter the property and take such actions as are reasonably necessary to perform abatement, or site restoration.

The facility owner and operator shall be jointly and severally responsible for all reasonable costs incurred by Augusta in connection with such work, including but not limited to administrative costs, contractor costs, engineering or consultant review, inspection costs, recording costs, legal expenses, and site restoration costs.

Augusta may recover such costs through any financial assurance required by this ordinance and may pursue any other remedy authorized by law, including lien procedures ~~under Georgia law~~, if applicable.

E. Continuing Violations

Each day that a violation continues after the deadline for correction stated in a Notice of Violation, or after any extended deadline approved by Planning and Development, shall constitute a separate violation. Civil penalties may be assessed for each day of continuing violation as provided by Augusta code and the Planning and Development Comprehensive Ordinances Schedule of Fines and Fees.

F. Coordination with Other Authorities

Nothing in this ordinance limits the authority of Augusta to refer matters to the Georgia Department of Natural Resources, the State Fire Marshal and Augusta Fire Marshal, the Engineering Department, the Augusta Utilities Department, the Richmond County Health Department, law enforcement, or any other local, state, or federal agency having jurisdiction over the matter. Referral to another agency does not preclude Augusta from also pursuing enforcement under this ordinance.

Section 24-A17. Miscellaneous Provisions

A. Non-Transferability

Any Special Exception or zoning permit issued under this ordinance is specific to the approved applicant, owner, operator, and project site, and shall not be transferred or assigned without prior written approval by Augusta, where required under the Augusta Comprehensive Zoning Ordinance of Georgia.

B. Conflict of Regulations

This ordinance shall be applied in coordination with other applicable federal, state, and local requirements. Where a conflict exists, the controlling authority shall govern.

C. Severability

If any section, clause, or provision of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance.

D. Periodic Review

Augusta shall review this ordinance and amend as needed, to ensure continued alignment with evolving technologies, public infrastructure considerations, and applicable state and federal requirements.

E. Referenced Standards

Any reference in this ordinance to a statute, administrative rule, or technical standard—including but not limited to the Official Code of Georgia, NFPA, ANSI, IEC, or GDNr rules—shall mean the version in effect at the time of application, unless a specific edition or date is expressly stated. Where a successor or equivalent standard exists, Augusta may accept compliance with the successor/equivalent standard upon a determination that it provides equal or greater protection and enforceability.

F. Owner and Operator Responsibility for Costs

Unless otherwise expressly provided in this ordinance, all costs associated with application preparation, technical studies, design, installation, utility extensions or upgrades, testing, monitoring, reporting, maintenance, remediation, site restoration, and compliance with this ordinance shall be the responsibility of the facility owner and operator, jointly and severally, and shall not be borne by Augusta.

G. Conditions of Approval; More Restrictive Standard Controls.

Where a condition of approval, approved site plan, approved study, recorded agreement, agency requirement, or other applicable law imposes a more restrictive requirement than this ordinance, the more restrictive requirement shall govern.

H. Other Permits, Approvals, and Private Obligations.

Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner from obtaining any other required local, state, or federal permits, licenses, registrations, approvals, inspections, or authorizations. Approval under this ordinance also does not relieve the owner or operator from compliance with private covenants, easements, lease terms, deed restrictions, utility agreements, or other private obligations applicable to the property.

I. Public Records and Confidential Information.

Application materials, studies, reports, plans, correspondence, and approvals submitted under this ordinance may be subject to Georgia public records laws. If an applicant believes any submitted material is confidential or protected from disclosure, the applicant shall clearly identify the specific material and the legal basis for the claimed protection at the time of submittal. Augusta does not guarantee confidential treatment of submitted materials except as required or allowed by law.

J. No Warranty or Assumption of Liability.

Approval under this ordinance shall not be construed as a warranty or representation by Augusta that the facility is safe, suitable, profitable, properly engineered, compliant with private agreements, or compliant with all non-zoning laws. The facility owner and operator remain solely responsible for design, construction, operation, maintenance, compliance, site restoration, and all costs and liabilities associated with the facility.

Lena Bonner

From: John Manton <jmanton@phmgllaw.com>
Sent: Thursday, October 1, 2026 4:07 PM
To: Lena Bonner; Tameka Allen; Adleasia Cameron
Cc: Jim Plunkett
Subject: [EXTERNAL] Data Center Ordinance
Attachments: Data Center Ordinance.pdf

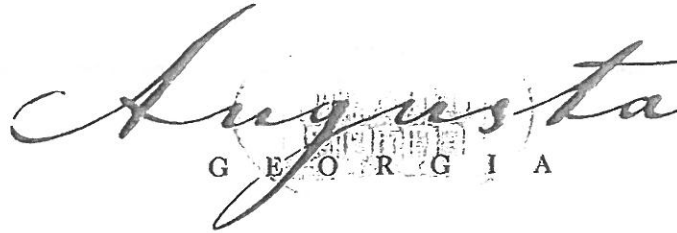
Ms. Bonner

Attached please find the Amendment to Zoning Ordinance for Data Centers for the Agenda on Tuesday, please let me know if you have any questions

John

John P. Manton III
429 Walker Street, Upper Level
Augusta, GA 30901
706.722.4111

[**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.]

**Commission Meeting**

September 15, 2026

Zoning Regulations- Data Centers and High-Density Computing Facilities

Department:	N/A
Presenter:	N/A
Caption:	Establish zoning regulations governing the location, review procedures, design standards, operational requirements, infrastructure coordination, environmental protections, and abandonment requirements for Data Centers (DCs) and High-Density Computing Facilities (HDCFs) within Augusta-Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Ordinance _____

An Ordinance to amend the Comprehensive Zoning Ordinance adopted by the Augusta-Richmond County Commission effective September 6, 2011, by adding Section 24 to the Comprehensive Zoning Ordinance.

THE AUGUSTA COMMISSION HEREBY ORDAINS:

SECTION I. That the Comprehensive Zoning Ordinance is amended by adding the following language as Section 24-A in its entirety:

DATA CENTER (D-C) DISTRICT CLASSIFICATION

SECTION 24-A

DATA CENTER ZONE

EFFECTIVE DATE: This Ordinance shall take effect on October 6, 2026.

Section 24-A1. Purpose and Intent

This ordinance is adopted in accordance with and furtherance of the Comprehensive Zoning Ordinance of Augusta, Georgia and the Augusta Georgia Comprehensive Plan (Envision Augusta) in order to regulate the siting and land use impacts of Data Centers (D-Cs) that promotes compatibility with surrounding land uses, protect public infrastructure, preserve agricultural land and natural resources, and reduce the risk of adverse impacts associated with the siting, construction, and operation of such facilities. Because D-Cs may involve substantial electrical demand, continuous equipment operation, cooling systems, and large-scale site improvements, these regulations are intended to ensure that such uses are considered only in appropriate locations and under standards addressing location, setbacks, site design, infrastructure coordination, resource protection, and site restoration. These regulations are further intended to support orderly development patterns and discourage scattered or incompatible industrial development.

Augusta anticipates all potential partners collaborating with Augusta in the development of a Community Benefits Agreement to support local initiatives to include but not limited to:

- Long-term investment in local infrastructure.
- Workforce development partnerships with Augusta-Richmond County Schools.
- Internship and career awareness programs for students.
- Collaboration with local colleges and technical education partners.
- Opportunities for local contractors and suppliers during construction and operations.
- Continued environmental stewardship and compliance with all applicable federal, state, and local regulations.

Section 24-A2. Definitions

For purposes of this Section 24-A, the following terms shall be defined as follows. To the extent there is a conflict between these definitions and the General Definitions of Section 2, these definitions shall control.

Abatement. Any corrective action taken to reduce, mitigate, or eliminate an identified violation of this ordinance, including but not limited to operational adjustments, physical modifications, removal of violating materials or equipment, site restoration, or other corrective action authorized by law.

Accessory Use. A use or structure incidental and subordinate to the principal facility on the same parcel and serving a function customarily associated with the principal use.

Adjacent or Nonparticipating Parcel. A parcel that is not owned, leased, controlled, or otherwise subject to a written agreement with the Data Center applicant, owner, or operator for purposes of siting, construction, operation, setback, access, or related project approval.

Augusta. Augusta, Georgia or the Augusta-Richmond County Board of Commissioners, as the context requires.

Closed-Loop Cooling System. A cooling system that recirculates coolant within a sealed system and does not rely on continuous withdrawal or discharge of groundwater or surface water during normal operation.

Data Center: A physical room, building, or facility that houses infrastructure for computer systems and services, servers, storage devices, and networking equipment used for the storage, processing, and transmission of digital data. This includes, but is not limited to, High-Density Computing Facility (HDCF), specialized data centers designed to house a massive amount of computing power in a compact physical space and requiring a high-density load services. Such facilities support like artificial intelligence (AI), machines learning (ML) and High-Performance Computing (HPC).

Data centers vary in size due to their use and proximity to the end data user(s). The proposed ordinance includes five (5) types of Data Centers based on size and energy needs:

- **Accessory:** Minor data centers shall only be permitted on parcels as an accessory use if under 2,000 square feet.
- **Minor:** A minor data center has an area of less than 20,000 square feet and does not have a substation.
- **Medium:** A medium data center has an area between 20,000 square feet and 99,999 square feet and may include a substation.
- **Major:** A major data center has an area between 100,000 square feet and 499,999 square feet and has a substation.

- **Data Center Campus:** A data center campus is a geographically contiguous development of one or multiple buildings built across one or multiple phases totaling at least 500,000 square feet.

A structure or facility shall not be classified as a “data center” where the primary purpose of such facility is telecommunications services, including but not limited to, wireline, wireless, broadband, or network interconnection services; or emergency communications infrastructure. Such facilities shall not be subject to the zoning, siting, or operational restrictions applicable to a data center.

Expansion or Modification. Any structural, mechanical, or electrical addition or alteration that increases total electrical service load, physical footprint, or operating noise beyond that authorized under the most recent zoning permit or Augusta Planning Commission approval.

Hydro-Cooling System. A closed-loop or water-based heat-exchange system used for temperature control of computing equipment.

Noise Level (dBA). Sound-pressure level measured with an A-weighted filter and slow-response time constant in accordance with ANSI S12.9 (Parts 1 & 3) and IEC 61672-1 (Type 1 sound-level meter) standards.

Operator. The individual, company, partnership, corporation, or other legal entity that owns, leases, or controls the operation, maintenance, and regulatory compliance of a D-C.

Owner. The person, partnership, corporation, trust, or other legal entity holding title to the real property on which a D-C is located, as recorded with the Clerk of the Superior Court of Richmond County.

Utility Provider. The electric utility (including an investor-owned public utility, municipal utility, or electric cooperative) that is lawfully authorized to provide retail electric service to the subject property, or its designated agent, and that will supply primary electrical power to the D-C.

Utility Service Coordination Letter. Written documentation from the applicable Utility Provider, or other documentation acceptable to the Planning and Development Director or their Designee, confirming that the applicant has contacted the Utility Provider regarding the proposed D-C anticipated electrical service needs and identifying any known service extensions, upgrades, easements, substations, transmission or distribution improvements, or related utility infrastructure improvements necessary to serve the proposed use.

Section 24-A3. Applicability and Zoning Districts

A. Prohibited Locations

D-Cs are prohibited in all Residential and Agricultural Zoning Districts except those specifically listed in Section 24-A3(B).

B. Permitted Locations

The following type of Data Center use is limited to **ONLY** the designated zoning districts:

1. Accessory data center, as defined, and Minor data center in General Business zoning districts.

C. Uses permitted by Special Exception

All other uses shall be permitted **ONLY** by Special Exception in the underlying zoning districts and may be considered **ONLY** upon approval by the Augusta Commission.

1. Accessory data center, Minor data center, Medium data centers, Major data centers, and Campus, data centers in Heavy Industrial (HI).
2. Accessory data centers and Minor data centers, as defined, in designated Mixed-use (MXU) zoning districts.
3. Medium data centers, not requiring substations or transmission line impacts in designated General Business (GB) zoning district.
4. Minor data center and medium data center in designated Light Industrial (LI) zoning district.
5. Major data center and data center campus in designated Heavy Industrial (HI) zoning district.
 - i. All permitted accessory uses in the underlying zoning district shall be permitted in the Data Center District.
 - ii. Accessory data centers shall only be permitted on parcels zoned Light Industrial (LI) and Heavy Industrial (HI) as an accessory use if data center remains under 2,000 square feet.
6. All D-Cs, regardless of zoning district, shall comply with the enclosure and permanent construction requirements of Section 24-A13.

Section 24-A4. Application and Review Process

A. Pre-Application Conference.

Before filing an application, the applicant shall meet with the Planning and Development, Engineering Department, Environmental Services, Utilities, Public Health, AEMA, and Building Official. Public Notification

(New 24-A3 (D)).

1. Notice of the public hearing shall be prepared and published by the Planning and Development Director or Designee in accordance with O.C.G.A. § 36-66-4(g).
2. Mailed Notice: Pursuant to O.C.G.A. § 36-66-4(g), at least thirty (30) days prior to the required public hearing for variances, special exceptions, Amendments, or other similar permits not enumerated as a zoning decision, the Zoning Administrator shall cause a notice of hearing to be mailed to the owners whose property or interest is the subject of such hearing, as applicable.
3. Courtesy Notice: Written notice of the petition shall be distributed to all property owners within three hundred (300) feet of the boundaries of the subject property, whichever is greater for any petition for Future Land Use Map Amendment, Rezoning, Special Exception, or Text Amendment.

4. The petitioner shall distribute the Courtesy Notice in writing as prepared by Planning and Development of the petition to all property owners as follows:
 - i. Written notice of the petition to all adjoining property owners of the boundaries of the subject property and within three hundred (300) feet radius of the subject property lines.
 - ii. The notice shall contain the same information as the legal notice which is published in the newspaper as outlined in this Section 24-A14.
 - iii. The distribution and cost of the courtesy notice shall be the responsibility of the petitioner.
 - iv. The petitioner shall obtain the names and mailing addresses of those to be notified from the Planning and Development Department. These names and mailing addresses will be provided directly from the Property Transfer Books and/or digital record files contained in the Richmond County Tax Assessor's Office. Only owners reflected on the records of the Tax Assessors as of the date of the application shall be entitled to notice. A copy of the names and addresses of these property owners that were provided to the petitioner shall be retained by the Planning and Development Director or Designee at the time the petition is filed.
 - v. The notices shall be sent to each property owner at least one (1) time and must be postmarked a minimum of at least fifteen (15) calendar days before the date of the public hearing. The mailing shall be sent via a letter by first-class mail, with proof of mailing obtained from the Post Office. Proof of mailing means either a "Certificate of Mailing" or a "Certified Mail" receipt; a "Return Receipt" showing delivery is not required. No other form of mailing shall be acceptable.
 - vi. A copy of the materials provided to each property owner, a copy of all certified mailing receipts, and a signed and notarized Affidavit of Notice certifying the correctness of the mailing shall be provided to the Planning and Development Director or Designee a minimum of seven (7) business days prior to the date of the public hearing.
 - vii. Failure of delivery of mailed courtesy notice shall not invalidate the hearing or any action taken, provided published notice was properly given.
5. Public Notice for Hearings before Quasi-Judicial Officers, Boards, or Agencies. All applications before quasi-judicial officers, board, or agencies as defined in O.C.G.A. 36-66-3(1.1), shall require a public hearing preceded by publication of publish a public hearing notice within a newspaper of general circulation in Augusta at least thirty (30) days prior to the date of the public hearing. Such notices shall include the application number, date, time, location, and purpose of the public hearing.

B. Third-Party Technical Review, (if applicable).

1. Augusta may retain one or more qualified independent professionals to review technical materials where specialized expertise beyond normal staff capacity is reasonably necessary.
 - i. All costs of third-party review, including professional fees and reasonable Augusta administrative costs associated with such review, shall be paid by the applicant to the Planning and Development upon invoice. Such costs shall not be borne by Augusta.
 - ii. The required fee and any escrow for third-party review, as determined by the Augusta Board of Commissioners.
2. Review or processing of the application may be suspended if the payment is not timely made by the applicant.

C. As-Built Documentation and Pre-Operation Certification.

Prior to commencement of full facility operations, the facility owner and operator shall submit as-built plans or certification from a licensed professional confirming that the facility was constructed in substantial compliance with the approved site plan, approved conditions, utility infrastructure plan, stormwater plan, emergency access plan, and other approved application materials.

D. Annual Compliance Certification.

By March 1 of each year, the facility owner and operator shall submit a brief annual certification to Planning and Development confirming that the facility remains in compliance with the approved Special Exception, approved site plan, approved operations plan, noise standards, cooling and water-use standards, emergency contact information, and all applicable conditions of approval. The certification shall identify any material changes in ownership, operation, electrical load, cooling technology, backup power systems, or site layout during the prior calendar year.

Section 24-A5. Setbacks and Separation Requirements

The following setbacks and separation requirements shall apply to all principal structures, equipment enclosures, cooling systems, generators, and associated infrastructure of a D-C.

A. Where adjacent to property zoned HI or LI; no D-C shall be located less than 0-foot and 25-foot from the property line.

B. Where adjacent to property zoned for Residential use, Agricultural use, or with ground level residential, a minimum 500-foot-(setback) or wide buffer shall be required.

C. If a planted berm that provides a minimum visual screen that blocks the line of sight measured at the highest point at adjacent property lines and roads to the highest point on proposed structures in the development is proposed within the buffer along adjacent to a property or road frontages, the buffer may be reduced to 300 feet where adjacent to a property zoned for Residential use, Agricultural use, or with ground level Residential; and 100 feet where adjacent to local road frontages and other properties.

D. If a reduction is proposed, a visual survey showing line of sight to the highest point on proposed structures in the development and at adjacent property lines and roads shall be provided for review by the Engineering Department Director or their designee prior to final approval. Natural buffers may be utilized as well where warranted. The Planning Director or their designee shall determine if the proposed development warrants a reduction in the buffer and provide the determination prior to issuance of a land disturbance permit.

E. All plantings on the berm shall be reviewed by the Engineering Department Director prior to the issuance of a land disturbance permit wherein the berm is constructed. No berm shall be constructed within 25 feet of the adjacent property line or road frontage and any stormwater runoff from said berm shall be directed away from adjacent properties.

F. Measurement.

Setbacks shall be measured from the property line nearest D-C structure, equipment enclosure, cooling system, generator, or associated infrastructure to the respective property line, occupied structure, cemetery, or environmental feature. If more restrictive setbacks, buffers, or water-quality requirements are imposed by state or federal law, those requirements shall govern.

Section 24-A6. Noise Standards

The purpose of this section is to protect the health, comfort, and welfare of August residents from excessive noise associated with D-Cs.

A. Noise Limits

1. Noise from any Data Center shall not exceed a sound level at daytime (7:01 a.m. to 9:59 p.m.) continuous sound level of 65 dBA or at nighttime (10:00 p.m. to 7:00 a.m.) continuous sound level of 60 dBA, for any 15-minute measurement interval unless otherwise permitted.
2. If testing identifies a distinct hum, tone, or other prominent low-frequency characteristic, the measured sound level shall be adjusted by (minus) five decibels (-5 dBA) for compliance evaluation purposes.

B. Noise Measurement Standards.

Testing shall be performed using a Class 1 / Type 1 sound level meter capable of one-third-octave band analysis, or equivalent instrumentation under an approved successor or equivalent standard.

1. For permitting and compliance purposes, measurements shall be performed using a calibrated Type 1 sound level meter, configured to log and record one-third octave flat-weighted equivalent sound pressure levels, and A-weighted equivalent level (L_{eq}), slow time weighting, with a 15-minute averaging interval.
2. Measurements shall be made proximately to, but no closer than 100 feet from an occupied residential structure or other designated sensitive receiver.

C. Noise Testing, Reporting, and Corrective Action.

1. The facility owner and operator shall, at their sole expense, provide:
 - i. a baseline ambient noise study completed prior to commencement of construction, documenting existing background sound conditions at representative locations; and
 - ii. a post-startup noise compliance test completed within sixty (60) days after commencement of full facility operations, or within such additional time approved by the Engineering Department Director or Designee, for good cause, demonstrating compliance with this ordinance under representative operating conditions.

2. Additional noise testing may be required by the Engineering Department Director or Designee in response to a complaint, following any Expansion or Modification, a documented violation, or when the Engineering Department Director or Designee reasonably determines that additional testing is necessary to investigate potential noncompliance.
3. Beginning on the third anniversary of commencement of full facility operations, and every three (3) years thereafter for so long as the facility operates, the facility owner and operator shall provide an updated noise compliance test at their sole expense.

Provided that if the Planning Department receives a minimum of 10 documented complaints regarding noise within a six (6) month period, the Planning Department Director may require the owner and operator to provide an updated noise compliance test, but no more frequently than once every one and half (1 ½ years).

4. All noise testing shall be conducted by an independent qualified professional experienced in environmental noise measurement.
5. All noise testing and reporting required under this section shall be at the sole expense of the facility owner and operator and shall not be borne by Augusta.
6. Noise study or sound test required under this ordinance shall be submitted to the Engineering Department Director or Designee, within ten (10) business days after testing. The report shall include, at a minimum, testing locations, dates and times, equipment and calibration information, standards used, facility operating conditions, and results sufficient to demonstrate compliance.
7. If noise exceeds the allowable limits, the facility owner and operator shall promptly implement corrective measures and, if necessary, suspend the offending equipment or operations until compliance is demonstrated by follow-up testing. Any follow-up report shall also be submitted to the Engineering Department Director or Designee.

Section 24-A7. Cooling Systems & Water Use

The purpose of this section is to address land use impacts associated with cooling systems and water use, including compatibility with surrounding properties, protection of groundwater and surface water resources, and site suitability for D-Cs **Required Cooling Technology**

All D-Cs shall utilize air-cooled or closed-loop cooling systems. Open-loop, once-through, or water-consumptive cooling systems are prohibited. This requirement applies to all primary and auxiliary cooling equipment serving computing, electrical, or energy storage components of the facility.

A. Limited Exception

The Augusta Planning Commission may consider alternative colling technology only if the applicant submits a certified engineering report demonstrating that the proposed system:

1. Does not withdraw groundwater or surface water.
2. Results in no net consumptive water loss.
3. Does not increase risk to aquifers, private wells, or hydrologically sensitive features.
4. Complies with all applicable Georgia Department of Natural Resources (GDNR) water-use and discharge requirements.

Any approval of an alternative colling system shall require written Finding of Fact and may include conditions of approval.

B. Spill Prevention and Containment

All coolants, lubricants, and water-treatment chemicals shall be stored in approved containers with secondary containment sufficient to prevent release to soil, groundwater, or surface water. Containment practices shall comply with all applicable local, state, and federal requirements, including applicable GDNR or EPA requirements, manufacturer specifications, permit conditions, and applicable fire, electrical, or industry standards.

C. Cooling Water Discharge and Disposal

Any discharge or disposal of cooling water, including water containing additives or treatment chemicals, shall comply with all applicable GDNR, federal, and other legal requirements. Where cooling-water discharge or disposal is proposed as part of facility operations, the applicant may be required to provide sufficient information to demonstrate that such discharge or disposal will be lawfully handled through the appropriate permitting or disposal pathway. Nothing in this subsection shall be interpreted to authorize discharge otherwise regulated by GDNR or other agencies having jurisdiction.

D. Closed-Loop System Verification at Start-Up

Prior to commencement of full facility operations, the facility owner and operator shall provide written verification from a licensed professional engineer or qualified cooling-system installer that:

1. All closed-loop cooling systems have been pressure-tested or otherwise inspected for leaks and system integrity.
2. Testing and inspection were conducted in accordance with manufacturer specifications applicable industry standards; and
3. Any deficiencies identified during testing have been corrected and re-verified.

The Augusta Utility Department may require follow-up verification or inspection if there is credible evidence of leakage, system malfunction, or resulting impacts to neighboring land uses or environmental resources.

E. Annual Water Use Reporting

Unless the facility is connected to a municipal water-supply system, the facility owner and operator shall submit a simple annual water-use summary to Augusta Utilities, by March 1 of each year covering the prior calendar year of operations. The summary shall include, at a

minimum:

1. Total water used during the reporting period, by source, including municipal supply, or hauled water.
2. A brief description of any changes to cooling equipment, cooling-system type, or water-use practices during the reporting period; and
3. A certification that the facility remains in compliance with the cooling-system and water-use requirements of this section.

Routine submission of this summary to state agencies is not required by this ordinance. Additional reporting may be requested by the Augusta Utilities Department, Planning and Development Director or Designee, or the Engineering Department Director, only if required by GDNR or if credible evidence of water-use conflicts with neighboring properties or environmental resources arises.

F. Compliance With Other Laws

Nothing in this section supersedes, duplicates, or limits the authority of the Georgia Department of Natural Resources or any other agency having jurisdiction. All facilities shall comply with Georgia Department of Natural Resources and all other applicable state and federal laws, permits, and regulatory requirements.

G. Water Source.

No private well may be used to provide water to the site or for cooling purposes.

H. Section 24-A8. Sanitary Facilities and Water Supply

This section serves as a coordination provision. Sanitary sewage disposal systems and potable water supply systems are governed by Augusta Utilities Department and the Richmond County Health Department, and applicable local and state agencies rather than independent zoning standards.

All sanitary sewage disposal systems and potable water supplies serving a D-C shall comply with applicable Augusta Utilities Department, the Richmond County Department of Public Health regulations, and all applicable local, state, or federal requirements administered by the Georgia Department of Natural Resources, or any other agency having jurisdiction.

Where review or permitting by the Richmond County Department of Public Health or a local or state agency is required, the Planning and Development Director or Designee shall coordinate referral as part of the application review process. Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner of responsibility to obtain all required sanitary, wastewater, potable-water, water-system, or related permits and approvals.

Section 24-A9. Utility Coordination

A. Utility Service Coordination and Applicant Verification.

1. The applicant shall provide written documentation identifying the applicable electric Utility Provider for the subject property and confirming that the applicant has consulted with the Utility Provider regarding the proposed D-C, including the proposed maximum electrical service load and any known utility service extensions, upgrades, easements, substations, transmission/distribution improvements, or related site improvements that may be necessary to serve the proposed use.
2. The documentation may be provided in the form of a utility service availability letter, utility feasibility letter, service coordination letter, or other written confirmation acceptable to the Augusta Utility Department.
3. Failure to provide the required documentation may result in the application being deemed incomplete.

B. Utility Connections, Infrastructure and Site Design

1. Reasonable efforts shall be made to place utility connections serving the D-C underground where feasible based on soil conditions, topography, distance, and other site constraints.
2. Major utility equipment areas, transformers, switchgear, substations, easements, and service-access routes shall be shown on the approved site plan to the extent known and shall be located, screened, and accessed in a manner compatible with surrounding land uses and emergency-response needs.

Section 24-A10. Emergency Access, Safety Coordination and Hazard Containment

A. Emergency Access and Safety Coordination Plan

Prior to issuance of any zoning permit, the applicant shall submit an Emergency Access and Safety Coordination Plan consistent with the information required under Section 24-A(B)(12).

1. The plan shall demonstrate that the facility site layout provides safe, reliable, all-weather access for emergency-response, utility, and service vehicles and includes basic site-safety information reasonably necessary for emergency-response coordination.
2. The plan shall be provided to the Emergency Management Director for informational review and coordination purposes only. Nothing in this section shall be interpreted to require the Planning and Development Director or any Emergency Management Director to approve building design, fire-code compliance, utility-owned equipment, electrical systems, or any matter under the authority of the local or State Fire Marshal, Building Official, Engineering Department, Utilities Department, Utility Provider, or other agency having jurisdiction.
3. The plan shall be maintained on file with the Augusta Emergency Management Agency, Engineering Department, Augusta Utilities Department, and Planning and Development and updated as necessary to reflect material changes to site layout, access, gate or access-control information, emergency contact information, emergency electrical disconnects or isolation

points, backup power systems, fuel storage areas, coolant or chemical storage areas, or other site features that may affect emergency access or responder awareness.

B. Emergency Contact and Access Updates

The facility owner and operator shall maintain current twenty-four-hour emergency contact information with the Augusta Emergency Management Agency or Designee. Any change in facility ownership, operation, emergency contact information, access-control information, or designated representative responsible shall be provided to the Augusta Emergency Management Agency and Planning and Development within ten (10) days.

C. Hazard Awareness and Containment

1. To reduce risks to surrounding land uses, public infrastructure, responders, and natural resources, on-site storage of coolants, fuels, lubricants, batteries, or other regulated liquids or chemicals shall be located and maintained so as to prevent spills, leaks, discharges, or uncontrolled releases to soil, groundwater, surface water, stormwater systems, or the atmosphere, as applicable under local, state, or federal law.
2. Secondary containment and release-prevention measures shall be provided where required by applicable law, permit, code, manufacturer specifications, or industry standards.

Section 24-A11. Screening, Fencing, and Lighting

A. Security Fencing

An eight-foot (8 ft.) security fence shall be installed and maintained around the perimeter of the D-C. Fencing shall be constructed of durable, non-reflective materials commonly used for substations, utility facilities, or similar secured infrastructure. All access points shall be secured with lockable gates designed to prevent unauthorized entry. Fencing shall be maintained in good condition for the life of the facility.

B. Visual Screening

Visual screening may be required by the Augusta Planning Commission where necessary to reduce visual impacts on nearby Occupied Structures or public roadways and to maintain compatibility with surrounding land uses. In determining whether screening is required, the Augusta Planning Commission may consider facility visibility, site conditions, topography, existing vegetation, and the relationship of the facility to nearby Occupied Structures and public roads.

1. Required screening may include architectural walls or panels, berms, landscaping with native or adaptive species, existing vegetation, or other comparable methods approved by the Board of Adjustment.
2. Loading bays, refuse and trash collection areas, service entrances, and similar service areas shall be located or screened to minimize visibility from public roads and nearby Occupied Structures.

3. Ground-mounted mechanical and electrical equipment, including but not limited to generators, transformers, cooling equipment, switchgear, and similar components, shall also be located or screened to minimize visibility from public roads and nearby Occupied Structures. Ground-mounted mechanical or electrical equipment and service yard areas shall not be located within any required building setback for the zoning district.
4. Screening requirements shall be site-specific and shall not interfere with sight-distance requirements, road safety, snow removal, or utility infrastructure.

C. Screening Maintenance

Any required screening shall be maintained for the life of the facility. Dead, damaged, or missing plant materials shall be replaced within the next appropriate growing season.

D. Exterior Lighting

All exterior lighting shall be designed to minimize glare, light trespass, and visual impacts on surrounding properties. Exterior lighting shall be fully shielded and downcast and shall be directed away from adjacent properties and public roadways. Lighting levels shall not exceed 0.2 foot-candles, measured at the property line. Motion sensors, timers, or other control technologies shall be used where feasible to minimize continuous illumination. Exterior lighting fixtures shall not exceed 3,000 Kelvin.

E. Reflective Materials

Reflective, mirrored, or high-gloss exterior finishes are prohibited on buildings, fencing, and equipment enclosures. Exterior materials shall utilize matte or low reflectivity finishes compatible with surrounding rural or industrial character.

F. Scenic Byway and Visual Resource Considerations.

Augusta recognizes the importance of protecting the visual character and scenic resources associated with designated state and national scenic byways. Where a proposed D-C is located within the viewshed of such a corridor, the Augusta Planning Commission may consider visual impacts and may require reasonable conditions, including additional screening, lighting controls, site-layout modifications, and compatible exterior materials or finishes, to reduce adverse visual effects.

G. Enforcement

Failure to maintain the site in compliance with this section or with approved plans shall constitute a zoning violation subject to enforcement under this ordinance. **Permanent Construction Required**

All principal buildings and equipment enclosures associated with a D-C shall be permanently constructed and supported by a concrete foundation or equivalent engineered foundation designed by a licensed professional engineer.

A. Building Height.

1. Building height for any data center shall not exceed seventy-five (75) feet in Light Industrial (LI) and Heavy Industrial (HI) zoning districts, which shall be measured from average finished grade (determined by averaging the elevations of the finished grade around the entire footprint of the structure) to the top of the highest roof beams on a flat roof, to the deck level on a mansard roof, and to the average distance between the eaves and the ridge level for gable, hip, shed, and gambrel roofs.
2. Rooftop mechanical equipment, including but not limited to heating, air conditioning, ventilation, generators, and similar equipment shall not exceed a height of thirty (30) feet.
3. Data centers in other zoning districts shall comply with the height limit requirements of the relevant zoning district and/or overlay.

B. Enclosure Required for Computing Equipment

1. All servers, computer clusters, processors, data-processing equipment, cryptocurrency mining equipment, artificial-intelligence computing equipment, and similar computing equipment shall be located entirely within a fully enclosed building.
2. Outdoor or partially enclosed placement of computing equipment is prohibited.
3. All exterior placement of permanently installed mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment, provided such equipment must be shown on the approved site plan and complies with all applicable setbacks, screening, noise, safety, containment, and other requirements of this ordinance.

C. Exterior Mechanical and Electrical Support Equipment

1. Accessory uses, such as exterior mechanical, electrical, cooling, generator, transformer, switchgear, fuel-storage, utility, or similar support equipment shall be permanently installed, shown on the approved site plan, and maintained in good repair.
2. Such equipment shall not be placed on temporary skids, trailers, shipping containers, mobile storage units, or other non-permanent support except during construction, repair, emergency replacement, or other temporary activity approved by the Director of Planning and Development or Designee.

D. Prohibited Structures

The following portable or non-permanent structures shall not be used as buildings, enclosures, or permanent support structures for computing equipment or associated support equipment of a D-C:

1. Cargo or shipping containers;
2. Railroad cars;
3. Semi-truck trailers;
4. Mobile or temporary storage units; or

5. Any other portable or non-permanent structure not designed for long-term building occupancy.

E. Parking

Off-street parking for D-Cs shall be provided at a minimum ratio of one (1) parking space per two (2) employees on the maximum shift, plus one (1) parking space per company vehicle. If the principal use of the facility changes following Special Exception approval, the new use shall comply with all applicable parking and loading requirements for that use under the Augusta Comprehensive Zoning Ordinance.

Section 24-A12. Discontinuation and Abandonment

A. Purpose

To ensure D-Cs are dismantled, removed, and the site restored to a safe, stable, and environmentally sound condition when use is discontinued, abandoned, or a permit is revoked, and to ensure that site restoration costs are borne by the operator and property owner rather than the public.

B. Discontinuation / Abandonment

1. A D-C is considered discontinued after one (1) year without active operations or other documented productive use authorized by the Special Exception, unless the operator submits a written plan to return the facility to service on a reasonable schedule. The operator shall provide written notice to the Planning and Development Department when the facility is permanently shut down or when operations will be suspended for an extended period.
2. The Planning and Development may determine discontinuation or abandonment based on inspection, operator information, or other reliable documentation.

C. Decommissioning Deadline and Extension

1. Following discontinuation or abandonment, the facility owner and operator shall complete site restoration within two hundred seventy (270) days in accordance with the approved Site Restoration Plan.
2. The facility owner and operator may request one extension of up to ninety (90) days, in writing, for good cause shown.

D. Decommissioning Plan - Submitted with Special Exception

1. At the time of Special Exception application, the applicant shall submit a Decommissioning Plan outlining how the facility will be removed and the site restored at the end of its service life or upon discontinuation/abandonment.
2. The plan shall be prepared and sealed by a professional engineer licensed in the State of Georgia.

3. At a minimum, the plan shall include:

- i. A step-by-step sequence for dismantling, removal, recycling, and disposal of buildings, equipment, foundations, wiring, conduits, fencing, lighting, impervious surfaces, and accessory facilities.
- ii. Site-restoration actions, including repair of disturbed areas, regarding as needed, and revegetation/ground cover.
- iii. An itemized cost estimate in current dollars for decommissioning and site restoration, excluding salvage value.
- iv. Identification of responsible parties and contractors.
- v. A description of how decommissioning will be carried out safely and in compliance with applicable laws.

E. Cost Estimate Review and Update

1. The decommissioning cost estimate is subject to Augusta Planning and Development Department review for completeness and reasonableness. At the applicant's sole expense, Augusta may retain an independent qualified professional to evaluate the estimate.

At the sole expense of the facility owner and operator, jointly and severally, decommissioning cost estimate shall be reviewed and updated at least every five years, or more often if required by the Augusta Planning and Development Department due to material changes in facility size or configuration.

F. Responsibility; Property Owner Acknowledgement

Prior to final Special Exception approval and prior to issuance of any land disturbance or building permit for commencement of construction, the property owner of record shall either be applicant, a co-applicant or, together with the facility operator, shall execute and provide to Augusta written acknowledgment, in a form approved by the Augusta Commission a, and shall provide a written acknowledgment, approved by the Augusta Commission confirming their understanding of an agreement to comply with the decommissioning, restoration, maintenance, and enforcement of this ordinance.

The acknowledgment shall include, at a minimum:

1. The legal description of the subject property and parcel identification number;
2. The name and address of the record property owner;
3. The name and address of the facility operator, if different from the owner;
4. Reference to the approved Special Exception by case number and date of approval, if applicable.
5. A statement that the facility owner and operator are jointly and severally responsible for compliance with the requirements of this ordinance, including restoration obligations.
6. A statement that such obligations shall be binding upon the owner, operator, and their respective heirs, successors, assigns, lessees, transferees, and any other party acquiring an ownership or operational interest in the facility or subject property.
7. A statement that zoning approval does not relieve the owner or operator from compliance

with any other applicable local, state, or federal requirements.

8. Augusta may require that this acknowledgment, or a memorandum of it in recordable form, be recorded against the subject property with the Clerk of the Superior Court of Richmond County, Georgia, so as to provide notice to successors and assigns. A recorded copy shall be provided to Planning and Development, before any zoning or building permit is issued. Failure to record and provide proof of recording as required by this section constitutes a zoning violation and shall be grounds for withholding or revoking permits issued under this ordinance.
9. Private lease terms or contractual arrangements between the owner and operator do not limit Augusta's authority to enforce this ordinance.

G. Remedy on Default; Cost Recovery

1. If the operator fails to complete restoration on time, Planning and Development may issue a written Notice of Default stating the basis for noncompliance and providing a reasonable cure period, not to exceed thirty (30) days, unless a shorter period is needed to address an imminent threat to health, safety, or the environment.
2. After the cure period (or sooner, if necessary to address an imminent threat), Augusta may take enforcement action and may cause site restoration to be completed by contractors selected by Augusta.
3. The Operator and property owner of record may be held responsible for any unpaid balance.
4. Where authorized by Georgia law, Augusta may pursue recovery of eligible costs through liens, special assessments, or tax-recovery procedures.

I. Documentation of Completion

Upon completion of site restoration, the facility owner and operator shall submit a final report prepared by a qualified professional certifying that work was completed in accordance with the approved plan. The Engineering Department, Environmental Services, Planning and Development Department, Augusta Utilities Department, Georgia Environmental Protection Department, and Fire Marshal shall inspect the site before releasing financial assurance, if applicable.

J. Site Restoration

Unless otherwise approved as part of a reuse plan, site restoration shall include:

1. Removal of exterior D-C specific equipment and appurtenances, including exterior equipment yards, standalone cooling equipment, generators, transformers not needed for a subsequent permitted use, above-ground tanks, and security fencing that is no longer needed.
2. Restoration of disturbed areas not needed for a subsequent permitted use, including removal of unused gravel laydown areas, stabilization of soil, and reseeding or other vegetative cover consistent with surrounding land uses.
3. Removal or mitigation of foundations, pads, or below-grade structures that create safety

hazards, impede agricultural use, or are inconsistent with the approved site restoration- land use.

K. Interior Equipment and Materials

Interior computing equipment and associated materials shall be de-energized and managed in compliance with all applicable e-waste, solid-waste, and hazardous-waste laws and regulations, including Georgia Hazardous Waste Management O.C.G.A. 12-8-60, and any applicable state or federal requirements.

Nothing in this ordinance shall be construed to prohibit reuse of a structurally sound, code-compliant building shell and foundation for other permitted industrial, commercial, or agricultural uses, provided all hazardous materials and regulated equipment are removed or managed in compliance with applicable law and any approved reuse plan.

L. Reuse of Buildings

The Augusta Planning Commission may approve a site restoration plan that retains a building shell and associated foundations when a subsequent permitted use has been identified or is reasonably foreseeable, and when retention is consistent with public safety, building and fire codes, and surrounding land use compatibility.

Section 24-A13. Enforcement and Penalties

A. General Authority

The Director of Planning and Development or Designee is authorized to administer and enforce this ordinance pursuant to the Augusta Comprehensive Zoning Ordinance and O.C.G.A. §36-66-2.

B. Responsibility

The facility owner and operator shall be jointly and severally responsible for compliance with this ordinance, all conditions of approval, all approved plans and submissions, and all obligations relating to construction, operation, maintenance, site restoration, and enforcement of the facility.

No transfer of ownership, operational control, leasehold interest, or other interest in the facility or subject property shall relieve the owner or operator of any responsibility under this ordinance unless and until such transfer is approved in writing by Planning and Development as required by this ordinance.

Private agreements between the owner, operator, lessee, contractor, or any other party shall not limit or impair the Planning and Development Director or Designee's authority to enforce this ordinance against any responsible party.

C. Violations and Procedures

1. When the Planning and Development Director or Designee determines that a violation of this

ordinance, an approved permit, a condition of approval, or an approved plan or submission has occurred, the Planning and Development Director or Designee shall issue a written Notice of Violation to the facility owner and operator and shall copy the property owner of record. The notice shall identify the nature of the violation, the corrective action required, and the deadline for compliance.

2. If the violation is not corrected within the time specified in the Notice of Violation, Director of Planning and Development or Designee may pursue one or more of the following remedies, as authorized by law and the Comprehensive Zoning Ordinance of Augusta Georgia:

- a. Civil citations and fines as provided by the Augusta code;
- b. Initiation of suspension or revocation proceedings for Augusta approval or zoning permit, as applicable and as authorized by law;
- c. Initiation of civil abatement or nuisance proceedings under the Comprehensive Ordinances of Augusta Georgia, or other applicable law; and
- d. Recovery of County costs as provided in this ordinance.

3. Where a D-C is operating in a manner that poses an imminent and documented threat to public health or safety, neighboring property, public infrastructure, or natural resources (including but not limited to uncontrolled hazardous-material release, fire or explosion risk, or repeated operation in violation of enforceable noise limits after notice and opportunity to cure) the Augusta may seek immediate temporary injunctive relief or other lawful relief in a court of competent jurisdiction, or may pursue any temporary suspension mechanism.

D. Abatement and Cost Recovery

If the facility owner and operator fail to timely remedy a violation or to complete required site restoration, Augusta may, after notice and opportunity to cure as provided by this ordinance, enter the property and take such actions as are reasonably necessary to perform abatement, or site restoration.

The facility owner and operator shall be jointly and severally responsible for all reasonable costs incurred by Augusta in connection with such work, including but not limited to administrative costs, contractor costs, engineering or consultant review, inspection costs, recording costs, legal expenses, and site restoration costs.

Augusta may recover such costs through any financial assurance required by this ordinance and may pursue any other remedy authorized by law, including lien procedures, if applicable.

E. Continuing Violations

Each day that a violation continues after the deadline for correction stated in a Notice of Violation, or after any extended deadline approved by Planning and Development, shall constitute a separate violation. Civil penalties may be assessed for each day of continuing violation as provided by Augusta code and the Planning and Development Comprehensive

Ordinances Schedule of Fines and Fees.

F. Coordination with Other Authorities

Nothing in this ordinance limits the authority of Augusta to refer matters to the Georgia Department of Natural Resources, the State Fire Marshal and Augusta Fire Marshal, the Engineering Department, the Augusta Utilities Department, the Richmond County Health Department, law enforcement, or any other local, state, or federal agency having jurisdiction over the matter. Referral to another agency does not preclude Augusta from also pursuing enforcement under this ordinance.

Section 24-A14. Miscellaneous Provisions

A. Non-Transferability

Any Special Exception or zoning permit issued under this ordinance is specific to the approved applicant, owner, operator, and project site, and shall not be transferred or assigned without prior written approval by Augusta, where required under the Augusta Comprehensive Zoning Ordinance.

B. Conflict of Regulations

This ordinance shall be applied in coordination with other applicable federal, state, and local requirements. Where a conflict exists, the controlling authority shall govern.

C. Severability

If any section, clause, or provision of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance.

D. Periodic Review

Augusta shall review this ordinance and amend as needed, to ensure continued alignment with evolving technologies, public infrastructure considerations, and applicable state and federal requirements.

E. Referenced Standards

Any reference in this ordinance to a statute, administrative rule, or technical standard—including but not limited to the Official Code of Georgia, NFPA, ANSI, IEC, or GDNR rules—shall mean the version in effect at the time of application, unless a specific edition or date is expressly stated. Where a successor or equivalent standard exists, Augusta may accept compliance with the successor/equivalent standard upon a determination that it provides equal or greater protection and enforceability.

F. Owner and Operator Responsibility for Costs

Unless otherwise expressly provided in this ordinance, all costs associated with application

preparation, technical studies, design, installation, utility extensions or upgrades, testing, monitoring, reporting, maintenance, remediation, site restoration, and compliance with this ordinance shall be the responsibility of the facility owner and operator, jointly and severally, and shall not be borne by Augusta.

G. Conditions of Approval; More Restrictive Standard Controls.

Where a condition of approval, approved site plan, approved study, recorded agreement, agency requirement, or other applicable law imposes a more restrictive requirement than this ordinance, the more restrictive requirement shall govern.

H. Other Permits, Approvals, and Private Obligations.

Approval under this ordinance does not relieve the facility owner, operator, applicant, or property owner from obtaining any other required local, state, or federal permits, licenses, registrations, approvals, inspections, or authorizations. Approval under this ordinance also does not relieve the owner or operator from compliance with private covenants, easements, lease terms, deed restrictions, utility agreements, or other private obligations applicable to the property.

I. Public Records and Confidential Information.

Application materials, studies, reports, plans, correspondence, and approvals submitted under this ordinance may be subject to Georgia public records laws. If an applicant believes any submitted material is confidential or protected from disclosure, the applicant shall clearly identify the specific material and the legal basis for the claimed protection at the time of submittal. Augusta does not guarantee confidential treatment of submitted materials except as required or allowed by law.

J. No Warranty or Assumption of Liability.

Approval under this ordinance shall not be construed as a warranty or representation by Augusta that the facility is safe, suitable, profitable, properly engineered, compliant with private agreements, or compliant with all non-zoning laws. The facility owner and operator remain solely responsible for design, construction, operation, maintenance, compliance, site restoration, and all costs and liabilities associated with the facility.

Done in Open Meeting under the Common Seal thereof this ____ day of October, 2026.

Approved this ____ day of October, 2026.

First Reading September 15, 2026

Garnett L. Johnson
Mayor, Augusta, Georgia

Attest:

Clerk Of Commission

Published in Augusta Chronicle: _____



Public Services Committee Meeting

September 29, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-41 –New Location: Consumption on Premise Beer. Duc Trong Tran is the applicant for Augusta Cigar & Billiards LLC, to be used in connection with 3112 Washington Rd STE A & B, Augusta GA 30907. District 7, Super District 10.
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$625.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Case Number: A.N. 26-41

Application Type: New Location: Consumption on Premise Beer

Business Name: Augusta Cigars & Billiards LLC

Hearing Date: September 29, 2026

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

Applicant: Duc Trong Tran

Property Owner: 3112 Washington Rd LLC

Address of Property: 3112 Washington Road
Ste A & B

Tax Parcel #: 011-0-278-01-0

Commission Districts: District 7,
Super District 10



ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as

to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$625.00.

RECOMMENDATION:

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

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

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

ORIGINAL

Alcohol License Application
Physical Address:
Augusta Planning & Development
1803 Marvin Griffin Rd
Augusta, GA 30906
706-312-5038

RECEIVED
08/31/2026



Item 2.

Alcohol License Number (Office Use Only): LCB20260000776 AN 26-41

Alcohol Beverage Application

Business Legal Name: Augusta Cigars & Billiards LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3112 Washington Road Ste A & B, Augusta, GA 30907
(Complete Street Address - City, State, Zip Code)

Business Location: Map & Parcel #: 011-0-278-00-0 Zoning: B2

Business Phone: (415) 572-6850 Home Phone: ()

Applicant Name: DUC TRONG TRAN

Applicant's Address: [REDACTED]
(Complete Street Address - City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Duc Trong Tran
2. Kim Quoc Cao
3. Thuan Van Vuong

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☐ Yes ☐ No

Ownership Information

Corporation (if applicable): Date Chartered: N/A

Mailing Address:

Name of Business: Augusta Cigars & Billiards
Attention: Duc Tran
Address: 3112 Washington Rd Ste A & B
City/State/Zip: Augusta, GA 30907

Ownership Type: ☐ Corporation ☒ Partnership ☐ Individual

Corporate Name: N/A

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. KIM QUOC TO	Click or tap here to enter text. Co-owner			Click or tap here to enter text. 40%
Click or tap here to enter text. THUAN VAN VUONG	Click or tap here to enter text. Co-owner			Click or tap here to enter text. 10%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant – Full
 ☐ Restaurant – Limited
 ☐ Hybrid
 ☒ Lounge
 ☐ Convenience Store
☐ Package Store
☐ Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises		✓			
Wholesale					

Total License Fee: \$ 425 Prorated License Fee (After July 1 ONLY): \$ 312.50

Have you ever applied for an Alcohol Beverage License before: ☐ Yes ☒ No

If so, give year of application and its disposition: _____

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes
 ☐ No
 If so, please initial: DT

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No

If yes, give full details:

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ☐ Yes ☒ No

If yes, give reason charged or held, date and place where charged and its disposition.

List owner or owners of the building and property.

3112 Washington Road LLC

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

NONE

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

A) Church: > 1000 ft

C) School: > 1000 ft

B) Library: > 1000 ft

D) Public Recreation: > 1000 ft

State of Georgia, Augusta-Richmond County, I, DEE TRAN, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

DEE TRAN
Applicant Signature

I hereby certify that DEE TRAN is personally known to be. That he/she signed his/her name to the forgoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 30th day of JUN, in the year 2026 Dubbie Childers

Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	☒	☐	Click or tap here to enter text. <u>C Woodruff</u>
Sheriff	☒	☐	Click or tap here to enter text. <u>E Brantley</u>
Fire Inspector	☒	☐	Click or tap here to enter text. <u>Per</u>

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

Administrator

Date



Public Services Committee Meeting

September 29, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-42 –Existing Location, New Ownership: Retail Package Liquor, Beer and Wine. Shravan Kumar Raul is the applicant for H&S Wine & Spirits, to be used in connection with 2372 Barton Chapel Rd, Augusta GA 30906. District 5, Super District 9.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$4,660.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Case Number: A.N. 26-42

Application Type: Retail Package Beer & Wine– New Location

Business Name: Gregory M. Parker, Inc

Hearing Date: September 29, 2026

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

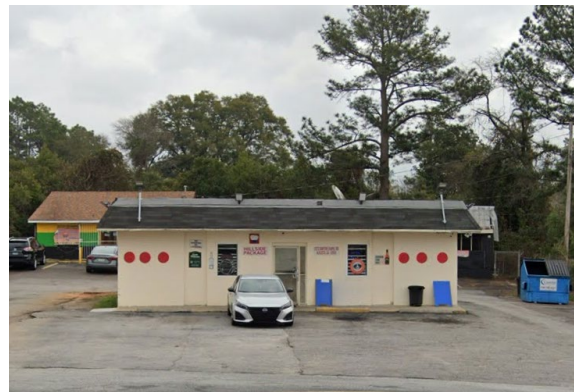
Applicant: Shravan Kumar Raul

Property Owner: Ashaben N Patel

Address of Property: 2372 Barton Chapel Rd

Tax Parcel #: 083-037-03-0

Commission Districts: District 5,
Super District 9



ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant’s reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,660.00.

RECOMMENDATION:

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

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

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

ORIGINAL

RECEIVED
08/31/2026
ju

Alcohol License Application
Licensing Division
1803 Marvin Griffin Rd
Augusta, GA 30904
706-312-5038



Item 3.

Alcohol License Number (Office Use Only): LCB20260001085 AN-26-42

Alcohol Beverage Application

Business Legal Name: H & S Wine & Spirits LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 2372 Barton Chapel Rd, Augusta, GA 30906
(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: 083-037-03-0 Zoning: B2

Business Phone: (678) 595-7776 Home Phone: ()

Applicant Name: Shrawankumar Raul

Applicant's Address: [REDACTED]
(Complete Street Address— City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. _____

2. _____

3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☒ Yes ☐ No

Ownership Information

Corporation (if applicable): Date Chartered: 7/1/26

Mailing Address:

Name of Business: H & S Wine & Spirits LLC

Attention: Hillside Package

Address: 2372 Barton Chapel Rd

City/State/Zip: Augusta GA 30906

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: H & S Wine & Spirits LLC

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Shivan Kumar Raw	owner			100%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

- ☐ Restaurant – Full
 ☐ Restaurant – Limited
 ☐ Hybrid
 ☐ Lounge
 ☐ Convenience Store
☒ Package Store
☐ Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	✓	✓	✓		✓
Consumption on Premises					
Wholesale					

Total License Fee: \$ 4660 Prorated License Fee (After July 1 ONLY): \$ 2330

Have you ever applied for an Alcohol Beverage License before: ☒ Yes ☐ No

If so, give year of application and its disposition: 2025 - Augusta, Dallas

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes ☐ No If so, please initial: SKR

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No

If yes, give full details:

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ☐ Yes ☒ No

If yes, give reason charged or held, date and place where charged and its disposition.

List owner or owners of the building and property.

Ashaben. Patel

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

Shravankumar. Raul - 100% Sole owner

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

A) Church: _____

C) School: _____

B) Library: _____

D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Shravankumar. Raul, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.


Applicant Signature

I hereby certify that Shravankumar. Raul is personally known to be. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 14th day of August, in the year 2026.

Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	☒	☐	Click or tap here to enter text. <u>C Woodruff</u>
Sheriff	☒	☐	Click or tap here to enter text. <u>E Brantley</u>
Fire Inspector	☒	☐	Click or tap here to enter text. <u>Pat</u>

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

Administrator

Date



Public Services Committee Meeting

Meeting Date: September 29, 2026

Sole Source Procurement – Electro-Mech

Department:	Augusta Recreation & Parks Department
Presenter:	Tameka D. Williams, Director
Caption:	Motion to approve a sole source in the amount of \$29,260 to the agreement for procurement and installation of scoreboards from Electro-Mech at Eisenhower Park ballfields. Funding is available in the appropriate account.
Background:	The department requires the procurement and installation of new scoreboard systems to support facility operations and programming. The scope includes acquisition, delivery, and installation of the scoreboards and any necessary components to ensure full functionality at Eisenhower Park ballfields.
Analysis:	The department has reviewed this request with the Procurement Department and determined that Electro-Mesh is the appropriate vendor for this purchase. This request is justified as a sole source procurement for standardization purposes, ensuring compatibility with existing or future equipment and maintaining consistency in operations. Utilizing another vendor may result in compatibility issues and increased long-term cost.
Financial Impact:	The total cost is \$29,260. Funds are available. No additional General Fund appropriation is required.
Alternatives:	1. Competitive solicitation: Not recommended, as standardization is required. 2. Defer action: Not recommended, as the equipment is needed for operations.
Recommendation:	Approve the Sole Source with Electro-Mech in the amount of \$29,260 for the purchase and installation of the scoreboards. Authorize the Mayor to execute all necessary documents.
Funds are available in the following accounts:	101-06-1223-5311110
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)**Vendor: Electro-Mech E-Verify Number: _____Commodity: Scoreboards (4)Estimated annual expenditure for the above commodity or service: \$ 29,260.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Marilyn Newton Department: Recreation and Parks Date: 8-3-2026Department Head Signature: Jamika D. Williams Date: 8/3/26Approval Authority: Andy Peretz Date: 8/11/26

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

REQUISITION DATE

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

123703

DEPARTMENT NAME

DEPARTMENT NUMBER

DEPARTMENT HEAD

Eisenhower Ballfield

VENDOR

PHONE NUMBER

QUOTED BY

DESCRIPTION

QUANTITY

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

NAME OF BIDDER

NAME OF BIDDER

NAME OF BIDDER

NAME OF BIDDER

NAME OF BIDDER

NAME OF BIDDER

NAME OF BIDDER

1

Electro-Mech

2

Scoreboard Company

3

2nd District, Blvd

4

Wrightsville, GA

5

310916

6

319-40-1360

7

W13160, Multisport, 10ft x 5ft

4

7560.00

30240

8

318-60-0060, 55ft Tall, Ext

4

760.00

3040

9

332-40-4000-5ft x 100ft Wideside

4

940

3760

10

344-10-4825 Carrying Case

4

160

640.00

11

Console

12

344-10-4825 Carrying Case

4

160

640.00

13

Console

14

344-10-4825 Carrying Case

4

160

640.00

15

Console

16

Console

17

Console

18

Console

19

Console

20

Console

21

Console

TOTAL BID

\$ 37600

\$

\$

\$

\$

\$

\$

\$

SHIPPING CHARGES

VERY TIME FROM RECEIPT OF PURCHASE ORDER

Total

81

Item 4.

MEMORANDUM

TO: Andy Penick, Director, Procurement Department
FROM: Tameka D. Williams, Director, Recreation and Parks
DATE: August 3, 2026
RE: Scoreboards (Eisenhower Athletic Fields)

This memorandum provides justification for requesting approval of a Sole Source Procurement for Athletic Field Scoreboards from Electro-Mech pursuant of Article, 1-10-56, Sole Source Procurement specifically Item #5: "The parts/equipment are required from this source to permit standardization."

The Augusta Recreation & Parks Department maintains and operates numerous Athletic Fields used for football and multi-purpose sports across the county. Over time, the Department desires to standardize Electro-Mech scoreboards for these facilities. This standardization is intentional and necessary to ensure consistency, safety, and maintenance efficiency and cost control.

The requested scoreboards must match existing installations in terms of:

- Dimensions and specifications
- Anchor systems and foundation sleeves
- Breakaway and safety features
- Replacement components and accessories
- Installation methods and hardware compatibility

Scoreboards from alternative manufactures are not fully compatible with existing foundations, sleeves and field layouts currently installed at multiple County facilities. Introducing different manufactures would require field-by-field modifications, custom adapters, or removal and replacement of existing concrete footings, resulting in unnecessary cost and operational disruption.

Standardizing scoreboards from a single manufacturer provides the following critical benefits:

- Consistent safety performance: Uniform engineering standards reduce the risk of structural failure or inconsistent play conditions.
- Reduced maintenance complexity: Maintenance staff are trained on a single system, with standardized replacement parts and procedures.
- Inventory efficiency: Spare parts, hardware, and accessories can be stocked universally and deployed across multiple facilities.
- Faster repairs and reduced downtime: identical components allow quicker response following storm damage, vandalism or wear.
- Regulatory and sport compliance: Existing installations meet league and safety requirements; mixing systems increases compliance risk.

Selecting a different manufacturer for each scoreboard would result in:

- Removal and replacement of existing concrete foundations and sleeves
- Additional engineering and installation costs
- Increased long-term maintenance and parts inventory costs
- Higher training and labor costs for staff
- Increased risk of incompatibility and future procurement inefficiencies

These additional expenses would outweigh any potential short-term cost savings from Competitive procurement and would not represent prudent stewardship of public funds.

For the reasons stated above, procurement of athletic field scoreboards from Electro-Mech is required to establish departmental standardization. This sole source request is justified Under Item #5, to permit standardization, as provided in the Sole Source Justification Form and Augusta-Richmond County Procurement Code 1-10-56. Approval of this request will ensure continuity of operations, long-term cost efficiency, and consistent safety standards across Augusta-Richmond County athletic facilities.

**QUOTATION**

Quote Date: July 30, 2026

Quote Number: 0093896

Rev. 7/30/2026 16.46307

Page 1 of 2

Quote Prepared For:

Recreation, Parks & Facilities
2027 Lumpkin Rd
Augusta, GA 30906

Contact Information and Notes:

Recreation, Parks & Facilities
2027 Lumpkin Rd
Augusta, GA 30906

Customer ID		Payment Terms	Good Through	Sales Rep	
GAAUGUST47		NET 30 DAYS	10/28/2026	Jim Ledford	
Qty.	Item ID	Description		Unit Price	Amount
4	319-40-1360	LX1360, MULTISPORT, 10FT X 5FT		7,560.00	30,240.00
4	318-60-0060	ID PANEL, 5FT TALL, EXT COKE		760.00	3,040.00
	Width	4 Feet Wide			
	Location	Left			
4	332-40-4000	SL-400 WIRELESS SYSTEM		940.00	3,760.00
	Wireless Type	SL-400 EMBEDDED RX EMBEDDED TX			
4	544-10-4825	CARRYING CASE, CONSOLE		160.00	640.00

Quote NotePrice **DOES NOT** include installation

Quote Prepared For:

Person: Daren Newton
Phone: 706 796-5025
Email: DNewton@augustaga.gov

Net Order:	37,680.00
Less Discount:	9,420.00
Freight:	1,000.00
Sales Tax:	0.00
Quote Total:	29,260.00

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser_____
Purchase Order Number_____
Date

**QUOTATION**Quote Date: **July 30, 2026**Quote Number: **0093896**

Rev. 7/30/2026 16.46307

Page 2 of 2

Standard Terms and Conditions

Payment Terms:

Upon acceptance of this proposal, unless another payment schedule is agreed upon in writing, the following Standard Payment Terms shall be applicable:

If Contract includes installation

50% Down payment
40% Due prior to shipping
10% Due upon completion of the installation

If Contract is supply only (no installation)

50% Down payment
50% Due prior to shipping.

Installation

Unless otherwise, specifically indicated on the attached quotation *and/or* indicated on the attached installation responsibility checklist, this proposal does **not** include the following materials and/or services:

-Stamped Engineered Drawings
-Additional Structure Dictated by Stamped Drawings
-Providing Conduit/Raceways
-Electrical Disconnect or Distribution Equipment
-Licensing or Permitting

-State & Local Taxes
-Providing Electrical Service to Location
-Installation of Foundations
-Unloading or Storing of Scoreboards
-Inside Delivery of Scoreboards

Exclusions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated the proposal does **NOT** include: stamped engineered drawings or costs associated with the addition of structure or footings dictated/required by engineered drawings, auguring/digging of footings, supply, pouring or finishing of concrete, rebar cages for footing reinforcement, metal fabrication for base plates or structure, costs associated with the amendment of unsuitable soils (including but not limited to encountering water/water table, rock removal, backfilling of voids created by rock removal, sandy or silty soil, etc.), removal of excavated materials, or additional return trips due to circumstances not directly controlled by Electro-Mech Scoreboard Co. (e.g. improper power provided, inclement weather, restricted access to the site, etc.)

Assumptions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated it will be the responsibility of the Owner/Purchaser to ensure the following criteria is met: Electro-Mech will have unobstructed access to the site/location during normal business hours (this access will include entranceways large enough to accommodate the size boom trucks, cranes, and/or lifts as required to perform the scope of work), a clear, unobstructed radius of 50 foot (minimum) around the scoreboard location for the duration of the installation, manufacturer's required power at the location prior to installation, access to power disconnect/breaker(s) for the scoreboard circuit(s), the Owner/Purchaser will be responsible for having a licensed electrician make final power termination.

Deviance

If the scoreboard delivery or installation encounters any instance that requires deviation from the agreed upon scope of work and/or pricing, the project may be stopped or delayed until a mutually agreed upon solution is negotiated between the Owner and Electro-Mech Scoreboard Co.

Acceptance

The undersigned declares that they have authority to enter into agreement on behalf of the Customer, and acknowledges & agrees to the above stated Terms & Conditions for the attached quotation. Further it is acknowledged that any changes to the agreed upon scope of work that affects pricing must be in writing and will be the responsibility of the Customer. Verbal agreements, changes, or discussion related to pricing or scope of work changes *will not* be valid.

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser_____
Purchase Order Number_____
Date



Public.Services.Committee.Meeting

Meeting Date: 09/29/2026

Augusta Regional Airport (AGS) - Mass Media Marketing, LTD. (M3) Contract (Bid. RFQ 26-172)

Department:	Augusta Regional Airport (AGS)
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Augusta Regional Airport (AGS) – Approve selection and award of contract to Mass Media Marketing, LTD (M3) for the Airport Marketing Agency pursuant to RFQ 26-172. The terms of the contract are for three years with two one-year options to extend.
Background:	The approved consultant will assist the Airport with a full spectrum of marketing, advertising, strategic communications, event management, digital media, creative development, and other related services. Mass Media Marketing, LTD (M3) currently serves as Augusta Regional Airport's marketing agency following its selection under RFP 21-172 in 2021. With the expiration of the existing contract term, the Airport Marketing Agency services were competitively solicited through the Augusta Procurement Department under RFQ 26-172. Resulting in four qualified bidders.
Analysis:	RFQ 26-172 was issued by the Augusta Procurement Department in 2026 for professional marketing agency services for Augusta Regional Airport. Following the solicitation, evaluation, and selection process, Mass Media Marketing, LTD (M3) was identified as the recommended vendor for award. The evaluation process determined that M3 demonstrated the qualifications, experience, resources, creativity, and expertise necessary to continue supporting Augusta Regional Airport's marketing and communications objectives. M3 also demonstrated a strong understanding of the Airport's brand, market, air service initiatives, community partnerships, and strategic goals. Mass Media Marketing, LTD (M3) has performed in an exemplary manner during its existing partnership with the Airport. The firm has demonstrated innovative processes, strong industry knowledge, responsiveness, and the ability to collaboratively work with Airport staff to grow the Airport's brand, marketing initiatives, and various service campaigns.
Financial Impact:	Airport Enterprise Funds will be used for all marketing expenditures.
Alternatives:	N/A

Recommendation: Approve selection and award of contract to Mass Media Marketing, LTD (MMS) for the Airport Marketing Agency pursuant to RFQ 26-172. The terms of the contract are for three years with two one-year options to extend.

Funds are available in the following accounts: Account #: 551-08-1122: 52.33112

REVIEWED AND N/A
APPROVED BY:

Request for Qualification and Proposal

Sealed proposal will be received at this office until **Tuesday, May 5, 2026 @ 11:00 a.m.** RFQ/P openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and via Teams: Meeting ID: 282 428 009 397 32; Passcode: VN3z8GZ9 for furnishing:

RFQ/P #26-172 Airport Marketing Agency for Augusta-Richmond County (herein "Augusta") Augusta Regional Airport

No proposals will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFQ/P/Q documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), Euna OpenBids (<https://network.demandstar.com>) and DemandStar™ website located at <https://network.demandstar.com>. Bidders must mark the ITB number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

Pre-qualification/proposal conference will be held on **Monday, April 20, 2026 @ 11:00 a.m.** via Teams; Meeting ID: 274 865 664 903 90; Passcode: 9ya9tm9Y.

All request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Tuesday, April 21, 2026 @ 5:00 P.M.**

Questions, request for clarifications or interpretations regarding this proposal must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Ms. Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

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

No proposals will be accepted by email; all proposal must be received by mail or hand delivered.

Publish:

Augusta Chronicle March 26, 2026 and April 2, 9, 16, 2026

**Compliance Department**

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☒ This Bidder/Offeror **IS** eligible for
award.

☐ This Bidder/Offeror **IS NOT** eligible for
award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **M3 Agency**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. **The bidder/offeror has committed to a minimum of 3.5% MBE participation, submitted the required forms, is responsive, and has satisfied good faith efforts.**

Note: The MBE firm listed by the bidder/offeror is currently certified in Augusta Georgia's M/WBE Program as required.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
 Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☒ This Bidder/Offeror **IS** eligible for award.

☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Aqua Marketing and Communications**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE respectively**. **The bidder/offeror has committed to a minimum of 30% MBE participation, submitted the required forms, is responsive, and has satisfied good faith efforts.**

Note: The MBE firm listed by the bidder/offeror is currently certified in Augusta Georgia's M/WBE Program as required.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

**Compliance Department**

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☒ This Bidder/Offeror **IS** eligible for award.

☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **The Quotient Group, LLC**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE respectively**. **The bidder/offeror has committed to a minimum of 1% MBE participation, submitted the required forms, is responsive, and has satisfied good faith efforts.**

Note: The MBE firm listed by the bidder/offeror is currently certified in Augusta Georgia's M/WBE Program as required.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☒ This Bidder/Offeror IS eligible for award.	☐ This Bidder/Offeror IS NOT eligible for award.
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This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Trevelino Keller**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE respectively**. **The bidder/offeror has committed to a minimum of 1% MBE participation, submitted the required forms, is responsive, and has satisfied good faith efforts.**

Note: The MBE firm listed by the bidder/offeror is currently certified in Augusta Georgia's M/WBE Program as required.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

**Compliance Department**

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Bosun**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. **The bidder/offeror has committed to a minimum of 14% MBE participation; however, the listed MBE firm is not certified in Augusta, Georgia's M/WBE Program.** In addition, the bidder/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and the Good Faith Efforts (GFE) form with Picture Perfect Production & Editorial as the proposed MBE firm that would be utilized to meet the MBE goal. However, Picture Perfect Production & Editorial IS NOT certified in Augusta, Georgia's M/WBE program and is therefore ineligible to be utilized to meet the MBE goal set for this procurement. Our records indicated that while a certification application for this firm was started via our online process on May 8th, the application is only 20% complete as of this review. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE. Bosun did not provide any other proof of their GFE outside of their statement.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this bidder is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Cox Media**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE respectively**. The proposer/offeror has committed to a minimum of **0% MBE participation**. In addition, the proposer/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and the MBE Utilization Statement with no listed MBE firm. The proposer/offeror did provide a brief statement on their Description of Good Faith Efforts (GFE) form; however, after a review of the statement, in part, Cox Media states "Of the team that would be working on this particular project, at least 10% are of minority populations." This does not constitute GFE. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE. Cox Media did not provide any other proof of their GFE outside of their statement.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this bidder is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Designsensory**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. The proposer/offeror has committed to a minimum of **1% MBE** participation; however, the proposer/offeror did not submit all of the required forms or the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: While the proposer/offeror provided the MBE Utilization Statement (the only submitted form), they DID NOT provide the required "Letter of Intent" with the listed MBE firm intended to be utilized to meet the MBE goal set for this procurement. Additionally, the proposer/offeror did not provide any supporting documentation of their Good Faith Efforts (GFE). During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this bidder is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **MDOT Global LLC**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. The proposer/offeror has committed to a minimum of **100% MBE** participation; however, the proposer/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: While the proposer/offeror provided the "Letter of Intent" and "MBE Utilization Statement" the proposer/offeror listed themselves as the MBE that would be utilized to meet the MBE goal; however, MDOT Global, LLC IS NOT certified in Augusta, Georgia's M/WBE Program and as such is not eligible to count participation towards the goal set on this procurement. Additionally, the proposer/offeror did not provide any supporting documentation of their Good Faith Efforts (GFE). During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE.

The proposer/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this proposer is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Roseland Concessions**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. The proposer/offeror has committed to a minimum of **10% MBE** participation. The proposer did provide the required documentation; however, the proposer/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and "MBE Utilization Statement" listing Dove Direct as the MBE that would be utilized to meet the MBE goal; however, Dove Direct, IS NOT certified in Augusta, Georgia's M/WBE Program and as such is not eligible to count participation towards the goal set on this procurement. Additionally, the proposer/offeror did not provide any supporting documentation of their Good Faith Efforts (GFE). During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE.

The proposer/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this proposer is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Sparkloft Media**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE and 0% WBE respectively**. The proposer/offeror has committed to a minimum of 1% MBE participation. The proposer did provide the required documentation; however, the proposer/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and "MBE Utilization Statement" listing BGD Media, LLC as the MBE that would be utilized to meet the MBE goal; however, BGD Media, LLC, IS NOT certified in Augusta, Georgia's M/WBE Program and as such is not eligible to count participation towards the goal set on this procurement. While BGD Media, LLC has applied for M/WBE certification with Augusta, Georgia, that certification review has not been completed. Additionally, while the proposer/offeror did provide a statement on their Description of Good Faith Efforts form, the statement does not meet or constitute the support of a true GFE. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE.

The proposer/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this proposer is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Stripe Theory**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. **The proposer/offeror has committed to a minimum of 15% MBE participation; however, the listed MBE firm is not certified in Augusta, Georgia's M/WBE Program. The proposer did provide the required documentation; however, the proposer/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.**

Note: The proposer/offeror provided the "Letter of Intent" and "MBE Utilization Statement" listing Misto as the MBE that would be utilized to meet the MBE goal; however, Misto, IS NOT certified in Augusta, Georgia's M/WBE Program and as such is not eligible to count participation towards the goal set on this procurement. Additionally, the proposer/offeror DID NOT provide any supporting documentation of their Good Faith Efforts. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE.

The proposer/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this proposer is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 53
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 202
Georgia Procurement Registry: 2105
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
Aqua Marketing & Communications, Inc. 360 Central Ave., Ste. 420 St. Peterburg, FL 33701	Yes	Yes	2656185	Yes	Yes	Yes	Yes
Bosun 3000 Old Alabama Road Suite 119-348 Alpharetta, GA 30022	Yes	Yes	705903	Yes	Yes	Yes	No
Code of Entry 100 Grace Hopper Ln, Suite 3739 Augusta, GA 30901	Yes Not Notarized	No Non-Compliant	3010108	Yes Not Notarized	No USB	No	N/A
Cox Media 6205B Peachtree Dunwoody Rd Atlanta, GA 30328	Yes	Yes	2453574	Yes	Yes	Yes	No
Designsensory 1740 Commons Point Drive Knoxville, TN 37932	Yes	Yes	2928997	Yes	Yes	Yes	No



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

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Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
M3 Agency 229 Furys Ferry Rd., Suite 123 Augusta, GA 30907	Yes	Yes	785162	Yes	Yes	Yes	Yes
MDOT Global, LLS 933 Pine Log Rd. #1080 Aiken, SC 29803	Yes	Yes	2997711	Yes	Yes	Yes	No
Roseland Concessions 3816 Melvin Drive SW Atlanta, GA 303321	Yes	Yes	2079550	Yes	Yes	Yes	No
GoSeeTell Network, Inc. dba Sparkloft Media 225 SW Broadway, Suite 400 Portland OR 97205	Yes	Yes	1757801	Yes	Yes	Yes	No
Stripe Theory 1200 Spring St., NW Atlanta, GA 30309	Yes	Yes	1635133	Yes	Yes	Yes	No



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

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Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942	Yes	Yes	3007933	Yes	Yes	Yes	Yes
TKCG, Inc. dba Trevelino Keller 1042 Northside Drive, Suite 960 Atlanta, GA 30318	Yes	Yes	640742	Yes	Yes	Yes	Yes
Rebel 501 Linden Ct. Mars, PA 160546	Late Non-Compliant						



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

September 22, 2026

Andy Penick, Procurement Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: Mass Media Marketing, LTD. (M3) Recommendation of Award (ROA) – Bid RFQ 26-172

Dear Mr. Penick,

I am requesting RFQ 26-172, for the Airport Marketing Agency Procurement, to be awarded to Mass Media Marketing, LTD (M3), for three years with two one-year options to extend.

Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon, Jr.".

Herbert L. Judon, Jr., A.A.E., IAP
Executive Director
(706)796-4040
hjudon@augustaga.gov

Cc: Nancy M. Williams, Contract Compliance Administrator, Augusta Procurement Department

 Evaluation RFP Opening: RFQ/P Item #26-172 Airport Marketing Agency for Augusta, GA - Augusta Regional Airport RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m. Evaluation Date: Thursday, August 20, 2026 @ 3:00 p.m.												Item 5.						
Vendors			Aqua Marketing & Communications, Inc. 360 Central Ave., Ste. 420 St. Petersburg, FL 33701		M3 Agency 229 Furys Ferry Rd., Suite 123 Augusta, GA 30907		The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942		TKCG, Inc. dba Trevelino Keller 1042 Northside Drive, Suite 960 Atlanta, GA 30318		Aqua Marketing & Communications, Inc. 360 Central Ave., Ste. 420 St. Petersburg, FL 33701		M3 Agency 229 Furys Ferry Rd., Suite 123 Augusta, GA 30907		The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942		TKCG, Inc. dba Trevelino Keller 1042 Northside Drive, Suite 960 Atlanta, GA 30318	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)															
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)				Weighted Scores										
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	20	4.7	4.7	3.7	3.0	93.3	93.3	74.7	60.0							
3. Organization & Approach		(0-5)	15	3.9	4.7	3.4	2.7	59.0	70.0	51.0	40.0							
4. Scope of Services: •Minimum of five (5) years of experience in buying media, developing strategic advertising plans, designing creative concepts and materials to implement those plans, and producing or coordinating the production of the advertising for a business or organization comparable in size and scope to the Augusta Regional Airport. •Experience in the development of detailed annual media plans, public relations campaigns, multimedia advertising (design, produce, and buy), web site design and marketing, and direct marketing. •Access to industry accepted research data that identifies audience ratings to justify advertising buys and expenditures with monthly reports showing reach and frequency statistics. •Experience in consultation and creative support in order to reinforce brand positioning, and respond quickly to opportunities that present themselves such as improvements in fares, services or economic development opportunities. •Experience developing outreach strategies designed to develop strategic alliance partnerships in order to expand the Airport's alliance partner base both for air service development and economic development purposes.		(0-5)	15	4.3	4.8	3.7	3.2	65.0	72.5	56.0	47.5							
5. Schedule of Work		(0-5)	5	3.8	3.8	3.3	2.0	19.2	19.2	16.7	10.0							
6. Financial Stability		(0-5)	5	4.3	4.8	2.7	2.7	21.7	24.2	13.3	13.3							
7. References		(0-5)	5	5.0	4.7	3.7	1.3	25.0	23.3	18.3	6.7							
8. Proximity to Area - enter the point value for the one line only) Weighted								Cost/Fee Proposal Consideration										
Within Richmond County		5	10		5.0			0.0	50.0	0.0	0.0							
Within CSRA		5	6					0.0	0.0	0.0	0.0							
Within Georgia		5	4				5.0	0.0	0.0	0.0	20.0							
Within SE		5	2	5.0				10.0	0.0	0.0	0.0							
All Others		5	1			5.0		0.0	0.0	5.0	0.0							
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			26.8	27.7	22.9	17.2	293.2	352.5	235.0	197.5								
Phase 2 (Option - Numbers 9-10) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
9. Presentation by Team		(0-5)	10					0.0	0.0	0.0	0.0							
10. Q&A Response to Panel Questions		(0-5)	5					0.0	0.0	0.0	0.0							
11. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Weighted																		
Lowest Fees		5	10		5.0			0.0	50.0	0.0	0.0							
Second		5	6	5.0				30.0	0.0	0.0	0.0							
Third		5	4					0.0	0.0	0.0	0.0							
Forth		5	2					0.0	0.0	0.0	0.0							
Fifth		5	1					0.0	0.0	0.0	0.0							
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			5.0	5.0	0.0	0.0	30.0	50.0	0.0	0.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
Total Cumulative Score (Maximum point is 500)			31.8	32.7	22.9	17.2	323.2	402.5	235.0	197.5								
Internal Use Only																		
Evaluator: Cumulative Date: 8/20/26 / 8/21/2/6																		
Procurement DepartmentRepresentative: Nancy Williams																		
Procurement Department Completion Date: 8/20/26 / 8/21/26																		
104																		

LANDSERVER
2831 CARWELL ROAD
RICHMOND, VA 23234

LEWIS CONTRACTING SERVICES
457 FLAT SHOALS AVE. SE, SUITE 2
ATLANTA, GA 30316

ENVIRONMENTAL SPECIALTIES
7943 PECUE LANE SUITE A
BATON ROUGE, LA 70809

GEARIG BROTHERS CIVILWORKS
322 GRIMAUDE BLVD
GROVETOWN, GA 30813

GARNTO SOUTHERN CONSTRUCTION
4811 CLARK DRIVE
EVANS, GA 30809

PEED BROTHERS
42 INDUSTRIAL ROAD
BUTLER, GA 31006

COOPER BARNETTE PAGE
ENVIRONMENTAL
1928 EXECUTIVE PARK DR., SUITE A
STATHAM, GA 30666

PHILLIPS & JORDAN
2500 FAIRFAX RD., SUITE 101D
GREENSBORO, NC 27407

CAMANCO
4301 STERLING COMMERCE DR
PLANT CITY, FL 33569

T & K CONSTRUCTION
235 COUNTY ROAD 1242
VINEMONT, AL 35179

SOUTHEAST ENVIRONMENTAL
5567 VAL DEL ROAD
HAHIRA, GA 31632

L-J
220 STONERIDGE DR., SUITE 405
COLUMBIA, SC 29210
(RETURN MAIL)

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

TERRA EXCAVATING, LLC
1760 GORDON HIGHWAY
AUGUSTA, GA 30904
RETURNED MAIL

BEAM'S CONTRACTING
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

STRACK, INC.
125 LASER INDUSTRIAL COURT
FAIRBURN, GA 30213

RICHARDSON CONSTRUCTION CO
6806 MONTICELLO RD.
COLUMBIA, SC 29203

C. A. MURREN & SONS
2275 LOGANVILLE HWY.
GRAYSON, GA 30017

AMERICAN ENVIRONMENTAL &
CONSTRUCTION SERVICES, INC.
1170 TIDWELL ROAD, SUITE 103
ALPHARETTA, GA 30004

EARTHWORKS GRADING &
CONTRACTING
6556 GEORGE WALTON DRIVE
HARLEM, GA 30814

MAGNUM CONTRACTING, LLC
2 MOUNTAIN PARK
JASPER, GA 30143

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
MAILED OUT 06/25/26

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
BID DUE: THURS., 08/06/26 @ 2:00 P.M.

JUNE HAMAL
ENGINEERING DEPARTMENT

DR. YOLANDA JACKSON
COMPLIANCE DEPARTMENT

DR. HAMEED MALIK
ENGINEERING DEPARTMENT

Planholders

Add Supplier

Export To Excel

Supplier (16)

Supplier 	Download Date
Bankable Marketing Strategies	03/31/2026
blackdog DESIGNS	04/01/2026
BRENNSYS TECHNOLOGY LLC	04/28/2026
BSRM	04/01/2026
ConstructConnect	03/30/2026
Digital Detroit Media	05/01/2026
Dodge Data	03/27/2026
GovGuide	03/28/2026
Industry Trade School	03/27/2026
katerincommeta	04/01/2026
Ohio River South	04/07/2026
Onvia, Inc. - Content Department	03/27/2026
Post and Courier	04/01/2026
Quick Print Graphics & Media	04/07/2026
Stratacomm	05/04/2026

Add Supplier

Supplier Details

Supplier Name	Bankable Marketing Strategies
Contact Name	Erica Banks

AUGUSTA REGIONAL AIRPORT MARKETING SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
MASS MEDIA MARKETING, LTD.

This Agreement made and entered into this _____ day of _____ 2026, by and between Augusta, Georgia, (hereinafter referred to as the Augusta) a political subdivision of the State of Georgia, acting by and through the Augusta Aviation Commission whose address is 1501 Aviation Way, Augusta, Georgia 30906-9600, and Mass Media Marketing, LTD., (hereinafter referred to as the Consultant) a Georgia corporation whose address is 229 Furys Ferry Road, Suite 123, Augusta, Georgia 30907

WHEREAS, the Augusta Regional Airport Aviation Commission (Aviation Commission), which operates the Augusta Regional Airport at Bush Field (Airport) on behalf of Augusta, Georgia, desired to retain the services of a full service advertising agency to provide counsel, perform market research, to develop a comprehensive integrated marketing strategy and to produce a multifaceted advertising campaign to support the mission of the Airport and the Aviation Commission; and

WHEREAS, the mission of the Airport is to serve as the commercial service airport for Augusta and the Central Savannah River Area (CSRA) providing a customer friendly transportation experience; and

WHEREAS, the Airport also facilitates and supports the growth of related industry to strengthen the economic base located at the Airport; and

WHEREAS, Augusta received proposals from several qualified firms in response to its Request for Qualifications (RFQ) 26-172; and

WHEREAS, after reviewing the proposals the Airport determined it would be in its best interest to enter into an Agreement with Consultant to provide these services, and recommended said Consultant for award to the Augusta Commission; and

WHEREAS, on the ____ day of _____, 2026, the Augusta, Georgia Commission approved the award for said marketing services to Consultant.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. Consultant is authorized to purchase advertising space, time, services and materials. Consultant understands its authorization shall be subject to the budgets, plans, policies and terms as approved by the Airport.

B. Consultant may, after receiving written authorization from Airport, execute standard contracts and order forms that are used in the advertising industry to purchase advertising.

C. Consultant may provide marketing for special events, community outreach projects and other marketing tasks as assigned by the Airport.

D. Consultant may provide the Airport with facilitation and assistance with Strategic Plan creation and implementation.

E. Consultant will provide Integrated Marketing Program development and implementation. The Program might include, but not be limited to the development of, detailed annual media plan, public relations campaign, multi-media advertising (design,

produce, and buy for both traditional and non-traditional media), website design and marketing, and direct marketing.

F. Consultant shall facilitate the development and implementation of a comprehensive and cohesive marketing and outreach strategy to help build the brand and identity of the Airport in order to foster economic development through the marketing of Airport properties to prospective industries and businesses.

G. Consultant shall provide consultation and creative support in order to reinforce the Airport's brand positioning, and respond quickly to opportunities that present themselves such as improvements in fares, services or economic development opportunities.

H. Consultant shall research opportunities and outreach strategies to develop strategic alliance partnerships in order to expand the Airport's alliance partner base both for air service development and economic development purposes.

I. Consultant warrants it has a strong understanding of design, branding, economic and commercial development, the Airport and the challenges and opportunities that face the Airport.

J. Consultant warrants is has the ability to develop a complete marketing, branding and communication strategy that draws upon the strengths of the Airport and its available property.

K. Consultant shall provide any other services that were part of Consultant's Response to RFQ 26-172, which is attached hereto as Exhibit "A," and incorporated herein.

ARTICLE II **GENERAL CONDITIONS**

A. Agreement Term. The initial term of this Agreement will commence upon the date of execution and will continue in effect for a period of three (3) years. This Agreement may

be renewed for two (2) additional one (1) year options upon mutual consent of both parties with all terms and conditions remaining the same.

B. Termination. Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
2. In the event that the Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Airport.

C. Work Authorization. Each assignment performed under Article I will be initiated upon the specific written or verbal request and authorization of the Airport.

ARTICLE III **AIRPORT RESPONSIBILITIES**

A. Basic Data Provided By the Airport. The Airport will assist the Consultant in obtaining such data and information as are needed and available.

B. Airport Representative. To expedite the undertaking of services performed under this Agreement and to permit the coordination of materials, commitments, and correspondence, the Airport will designate a specific staff member as its representative to whom all correspondence, materials, and requests for conferences and information will be directed. The Airport designates Lauren Smith, Public Relations and Customer Service Manager, 706-849-3641, as its representative to whom all correspondence should be directed.

ARTICLE IV **CONSIDERATION/FEEES**

Airport shall pay to Consultant the fees and expenses as set forth on Exhibit "B" (the "Rate Schedules"), which is attached hereto and incorporated herein. The rates as set forth in Exhibit "B" shall be in effect for the duration of this Agreement. The fees to be paid to Consultant for services under this Agreement will be determined either on the actual time and materials expended on the work or on a per project basis, depending on the nature of the assignment requested and will be subject to the Airport's acceptance and approval for each assignment.

ARTICLE V **REPRESENTATIONS AND WARRANTIES OF CONSULTANT**

Consultant hereby represents and warrants to the Airport as follows:

A. The Consultant warrants that it has knowledge and experience in the CSRA travel and tourism market; knowledge and experience in marketing airports or other travel/tourism products; experience in integrated marketing program development and implementation; working knowledge and success with consumer branding and effective advertising; a proven record in facilitation and designing strategic plans and comprehensive resources in the area of experience, expertise, creative talent and manpower, as well as the necessary systems to provide the required services and programs.

B. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

C. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

D. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.

E. Financial Condition. There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.

F. No Collusion. Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

G. Information Supplied By Consultant. The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFQ, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

H. Ethics: Gratuities and Kickbacks. Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of the Airport or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this

representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

I. Contingent Fees. Consultant has not employed or retained any company or person, other than a bona fide employee working for it to solicit or secure this Agreement; and Consultant has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these representations and warranties and upon a finding after notice and hearing, Augusta may terminate this Agreement and, at its discretion, may deduct from fees or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration.

J. Existence and Powers. Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

ARTICLE VI

TERMINATION

A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. The Aviation Commission shall upon invoice, pay for all service rendered to the date of termination as provided for herein.

B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

C. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors:** The Consultant makes a general assignment for the benefit of creditors.

2. **Bankruptcy:** The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.

B. Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by Consultant for sole purposes of the Airport under the terms of this Agreement will at all times be the exclusive property of the Airport.

D. **Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. Airport Approvals and Consents. When this Agreement requires any approval or consent by the Airport to a Consultant submission, request or report, the approval or consent shall be given by the Airport's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the Airport with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if the Airport does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the Airport's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta: Office of the Mayor
 535 Telfair Street
 Suite 200
 Augusta, Georgia 30901

 Augusta Regional Airport
 1501 Aviation Way
 Augusta, Georgia 30909
 Attn: Lauren Smith, Deputy Executive Director

 With a Copy to:
 General Counsel
 Augusta Law Department
 535 Telfair Street, Building 3000
 Augusta, GA 30901

For Consultant:

Mass Media Marketing, LTD
 229 Furys Ferry Road, Suite 123,
 Augusta, Georgia 30907
 Attn: Rick Donaldson

J. Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during

employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

K. Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta, the Airport, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by Consultant its officers, employees, sub-consultants, or other representatives.

L. Federal Requirements. Funding for this Agreement may include federal funds provided by the U.S. Department of Transportation (DOT) and/or other federal agencies. All DOT funded projects are subject to the requirements of 49 CFR Part 26; additionally some federally funded projects may be subject to 49 CFR Part 23. These requirements are mandatory and non-negotiable. Augusta enforces Disadvantage Business Enterprise (DBE) requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. Consultant acknowledges that the U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. Thus, Augusta, Georgia does not have or operate a DBE, MBE or WBE Program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

M. Compliance with laws: The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules

x

during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

N. Independent Contractor. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Airport; and shall retain control over its employees, agents, servants and subcontractors.

O. Assignment and Subcontracting. The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

P. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

Q. Invalid Provisions: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either the Airport or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

R. Waivers. Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to RFQ 26-172 (Exhibit "A"), the Consultant's response to RFQ 26-172 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

AUGUSTA, GEORGIA

MASS MEDIA MARKETING, LTD.

Garnett Johnson
Mayor



Rick Donaldson
President/CEO

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Ronic West
Chairwoman

Attest: _____

EXHIBIT A
CONSULTANT'S RESPONSE TO RFQ 26-172



Airport Marketing Agency

Proposal

RFQ/P 26-172 Marketing Services for the Augusta Regional Airport

submitted by

M3 Agency

229 Furys Ferry Road • Suite 123
Augusta, GA 30907

presented:

May 11, 2026



SECTION I:
Procurement Documents



PAGE 1 OF 2

Exhibit A

Augusta, Georgia Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Bidder: M3 AgencyStreet Address: 229 Furys Ferry Rd. Suite 123City, State, Zip Code: Augusta, GA 30907Phone: 706-651-0053 Email: ashley@m3agency.comWhere/How did you hear about this solicitation? Mail, online**Attach a copy of your Business License and your General Contractor License.****If applicable, provide a copy of the following:****Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE****Acknowledgement of Addenda:** (#1) ☒: (#2) ☐: (#3) ☐: (#4) ☐: (#5) ☐: (#6) ☐: (#7) ☐: (#8) ☐**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE****Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

RFQ/P Item #26-172 Airport Marketing Agency

RFQ/P Due: Tuesday, May 5, 2026 @ 11:00 a.m.

Page 6 of 38

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91 (a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

**** (E-Verify Number)** 785162

Mass Media LTD dba M3 Agency
Name of Public Employer

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

Executed on May 6, 2026 in Augusta (City), Georgia (State).

Ashley Drummond
Signature of Authorized Officer or Agent

Ashley Drummond, Account Supervisor
Printed Name and Title of Authorized Officer or Agent

NOTARY COMMISSIONING

Subscribed and sworn before me on this 11th day of May, 2026

Amanda Moore
Notary Public

June 15, 2027
My Commission Expires:

NOTARY SEAL

The undersigned further agree to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissioners' specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the two (2) pages of Exhibit A with Your Submittal. Document Must Be Notarized.

Revised 11/24/25

RFQ/P Item #26-172 Airport Marketing Agency
RFQ/P Due: Tuesday, May 5, 2026 @ 11:00 a.m.

Page 7 of 38

THIS CERTIFICATE IS TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED.

BUSINESS CERTIFICATE



AUGUSTA RICHMOND COUNTY
535 TELFAIR ST SUITE 300, AUGUSTA, GA 30901
1803 MARVIN GRIFFIN RD, AUGUSTA, GA 30906
LICENSING@AUGUSTAGA.GOV
706-312-5050

MAILING ADDRESS INFORMATION
MASS MEDIA, LTD
229 FURYS FERRY RD
AUGUSTA, GA 30907

2026

BUSINESS LICENSE NUMBER: LCB20100000631

ISSUE DATE: 01/05/2026

EXPIRATION DATE: 12/31/2026

BUSINESS NAME: MASS MEDIA, LTD

DOING BUSINESS AS: MASS MEDIA, LTD

CLASSIFICATION(S): 54181 - ADVERTISING AGENCIES (3)

BUSINESS TYPE: BUSINESS

PHYSICAL LOCATION: 229 FURYS FERRY RD , AUGUSTA, GA 30907
SUITE:

CERTIFICATE HOLDER: RICK DONALDSON

THIS OCCUPATIONAL TAX CERTIFICATE IS VALID FOR CALENDAR YEAR ENDING 12/31/2026 AND IS SUBJECT TO RENEWAL BY 1/31/2027. THE PLANNING AND DEVELOPMENT DEPARTMENT SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR AUGUSTA, GEORGIA.

LATE FEES ARE IMPOSED FEBRUARY 1ST. BUSINESSES THAT FAIL TO RENEW BY MAY 1ST WILL HAVE A PAST DUE COLLECTION (1ST) ADDED. BUSINESSES THAT FAIL TO RENEW BY AUGUST 1ST WILL HAVE A PAST DUE COLLECTION (2ND) ADDED.

CERTIFICATES AND LICENSES ARE NOT TRANSFERABLE OR REFUNDABLE.

CHANGES IN OWNERSHIP OR BUSINESS LEGAL ENTITY REQUIRES A NEW APPLICATION AND APPROVAL.

CHANGES IN LOCATION REQUIRE AN AMENDED APPLICATION AND APPROVAL. APPROVAL SHOULD BE OBTAINED BEFORE THE BUSINESS MOVES.

IF THE BUSINESS CLOSSES BEFORE THE EXPIRATION DATE, PLEASE SEND WRITTEN NOTIFICATION BY EMAIL OR MAIL TO THE LICENSING DEPARTMENT. THE NOTICE MUST INCLUDE BUSINESS NAME, LICENSE NUMBER, SENDER'S NAME, TITLE WITHIN THE ORGANIZATION, AND THE DATE THE BUSINESS CLOSED.



Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for

RFQ/P #26-172 Airport Marketing Agency
[RFQ/P Project Number and Project Name]

Ashley Drummond

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Mass Media LTD dba M3 Agency

[Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) ☒ I am a citizen of the United States.
- 2.) ☐ I am a legal permanent resident 18 years of age or older.
- 3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Ashley Drummond

Signature of Applicant

Ashley Drummond

Printed Name

* Alien Registration Number for Non-Citizens

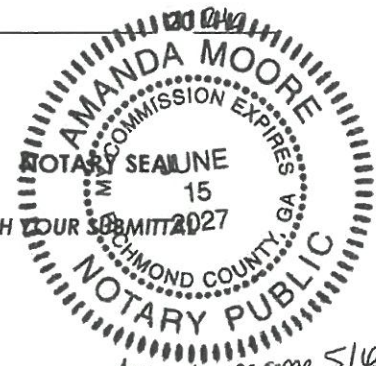
NOTARY COMMISSIONING

Subscribed and sworn before me on this 14th day of May

Amanda Moore
Notary Public

My Commission Expires: June 15, 2027

THIS FORM MUST BE COMPLETED, NOTORIZED AND RETURNED WITH YOUR SUBMITTAL





In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a 1% goal for Minority Participation. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name: Marketing Services for
Augusta Regional Airport

Bid Number: 26-172

LETTER OF INTENT
Minority Participation

(This page shall be submitted for each minority-owned firm to be utilized on this project)

Bidder/Officer:

Name: M3 Agency
Address: 229 Furys Ferry Rd. Suite 123
City: Augusta State: GA Zip: 30907

Minority-Owned Firm:

Firm: Agape Printing and More
Address: 2605 Tobacco Road, Suite A
City: Hephzibah State: GA Zip: 30815

Contact Person:

Name: Millicent E. West Phone: 706 444-2440

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☒ Supplier

Work item(s) to be performed by Firm	Description of Work Item	Quantity	Total
Printing	Event Flyers	100	150.00
Printing - Santa Fly in	Event Tshirts	30	450.00
Printing - PALS	Event Tshirts	50	750.00
Awards	Trophies/medals for event	54 medals / 6 trophies	1150.00
Printing - Run the Runway	Event tshirts	600	9,000.00

The Bidder/Officer is committed to utilizing the above-named Minority-owned firm for the work described above. The estimated participation is as follows:

Minority contract amount: \$ 11,500 Percent of total contract: ~3.5%

AFFIRMATION:

The above-named Minority-Owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Millicent E. West CEO
(Signature) (Title)

** In the event the bidder/officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a **1%** goal for **Minority participation**. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name:

Marketing Services for
Augusta Regional Airport

Bid Number:

26-172

**UTILIZATION STATEMENT
Minority-Owned Firms**

The Minority participation goal for this project is 1%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- ☒ The bidder/offeror is committed to the minimum of **1%** minority utilization on this contract
- ☐ The bidder/offeror, while unable to meet the contract goal of **1%**, hereby commits to a minimum of _____% minority utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation of minority-owned firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the Minority-owned firm or firms identified within the submitted Letter of Intent form(s) have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner.

M3 Agency

Bidder's/Officer's Firm Name

Ashley [Signature]

Signature

May 11, 2026

Date

MINORITY UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>Minority Amount</u>	<u>Contract</u>
Minority Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
Minority Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
Minority Supplier	\$ <u>11,500</u> x 1.00 =	\$ <u>11,500</u>	<u>~ 3.5</u> %
Minority Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount Minority		\$ <u>11,500</u>	<u>~ 3.5</u> %
Minority Participation Goal		\$ <u>3,300</u>	<u>1</u> %

* If the total proposed Minority participation is less than the established Minority goal, bidder must provide written documentation of the good faith efforts in accordance with Chapter 10C of the AUGUSTA, GA, CODE.



SECTION II: Organization Information

Section II: Organization Information



Purpose

M3 Agency, an independent contractor, is submitting a proposal for the specific purpose of becoming the airport marketing agency for the Augusta Regional Airport.

Executive Summary:

Mass Media LTD dba M3 Agency
229 Fury's Ferry Rd., #123
Augusta GA 30907

Business Hours:
Monday-Friday 8:30 am - 5:30 pm
After hours: by appointment

Established 1998
John (Rick) Donaldson, President /CEO

706-651-0053 (p)
706-651-0535 (f)

Mass Media, LLC was founded in 1998 and later incorporated on February 25, 2000, in the state of Georgia. John Donaldson is the founder and original stockholder, who currently serves as Chairman and President and owns 75% of Mass Media, LTD shares. The Chief Financial Officer is Terry Randolph, who owns 25% of Mass Media, LTD shares. The treasurer and secretary of Mass Media, LTD since 2011 is Amy Padgett. The original address of Mass Media, LTD (DBA) M3 Agency was 3720 Executive Center Dr., Suite B, Martinez, Georgia 30907. In September of 2008, the firm moved to 229 Fury's Ferry Road, Suite 123, Augusta, GA 30907, where current business operations take place.



SECTION III:

Management Capabilities and Experience

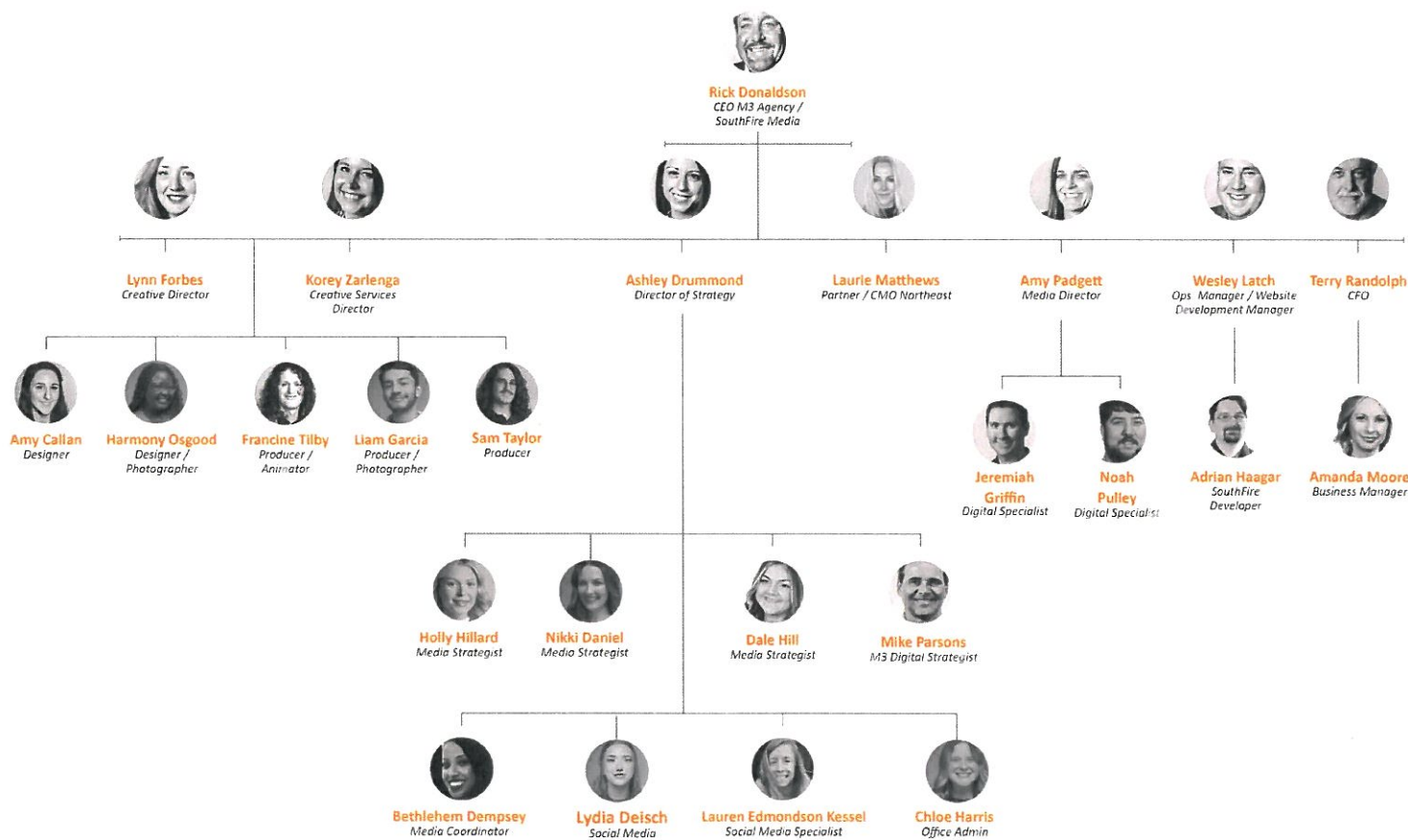
Section III: Management Capabilities and Experience



1. Briefly describe your knowledge and experience in the marketing industry.

M3 Agency is a full-service advertising agency based in Augusta, GA, established in 1998. We provide marketing services including media placement (both traditional and digital), graphic design, video production, public relations, event coordination, social media management, database/lead management, and website development. To date, we have expanded into regional and national markets across the United States and have reached many company milestones, including designing over 300 logos, building over 600 websites, and producing over 5,000 commercials and web videos. M3 strives to provide unmatched customer service by offering clients account management, as well as an in-house staff, including:

- 4 graphic designers
- 2 website programmers
- 3 audio/video producers, including a drone operator
- 2 animators
- Social Media Management team
- 2 photographers
- A media buyer
- Digital director with a team of 3 digital specialists
- 6 account managers and 1 project manager/account assistant



Section III: Management Capabilities and Experience



2) Briefly describe your knowledge and experience in the marketing commercial properties/entities.

Whether we are preparing or executing a marketing plan, we strive to set goals to not only meet, but exceed the client's expectations. Our client base is very diverse which has given us the expertise to manage a wide variety of industries.

- Automotive
- Financial
- Government
- Healthcare
- Industrial
- Legal
- Personal Transportation Vehicles/Golf Cars
- Real Estate (Residential, Commercial, and Land Development)
- Restaurant/Food and Beverage
- Retail

No matter the client, we use our unparalleled experience, expertise and the knowledge that comes from years of successfully mapping the needs and desires of our clients. This allows us to determine the most effective route through the complexities of contemporary marketing. Whether it's developing a digital footprint, leveraging traditional techniques for maximum impact or a combination of both to reach the broadest possible audience, M3 gives clients more than marketing, we provide direction – a guide to those goals that define success.

3) Briefly describe your knowledge and experience of the CSRA travel and tourism market.

Since 2021, M3 Agency has served as the Agency of Record for Augusta Regional Airport (AGS). During this time, we have developed a deep understanding of both the airline industry and the internal operations that drive airport success. This knowledge has allowed us to strategically support AGS in achieving key growth and marketing objectives.

Our work has included:

- Leading a comprehensive brand launch to reflect the airport's growth and transformation as part of its "Advancing. Growing. Stronger." campaign. This initiative included the execution of a fully integrated brand rollout across all touchpoints—interior and exterior signage, vehicle decals, a redesigned website, business collateral, social media platforms, and new advertising campaigns.
- Implementing ongoing, strategic marketing efforts to keep Augusta Regional Airport top of mind within the MSA. Campaigns focused on building recognition of "AGS" as the airport code, while also educating travelers on the benefits of flying local. This included promoting tools such as a cost comparison calculator, as well as highlighting key advantages like convenient parking, shorter security lines, and overall ease of travel.
- Driving measurable growth in passenger traffic. Since 2021, our efforts have contributed to a 25% increase in enplanements, positioning AGS closer to its pre-COVID benchmark. Notably, 2019 marked the strongest year in the airport's history for enplanements, and current performance reflects a strong trajectory toward that level.

Through a combination of strategic branding, targeted messaging, and data-driven campaigns, M3 Agency has played a key role in strengthening awareness, helping to increase airport usage, and supporting the continued growth of Augusta Regional Airport.

Section III: Management Capabilities and Experience



Prior to our time with Augusta Regional Airport, M3 served as the Agency of Record for the Columbia County Convention and Visitors Bureau from 2006-2011, assisting them with long and short-term goals to help drive economic growth by marketing the county as a destination for tourists, business travel, and events.

4) Describe at least two documented successes in designing strategic plans.

Success One

AUGUSTA SOLID WASTE

Background:

In 2013, Augusta Solid Waste, a division of the Augusta-Richmond County Government, engaged M3 Agency to lead a full rebranding effort and manage public perception ahead of significant changes to garbage collection services.

Plan Objectives:

Our team was tasked with rebranding the department and effectively communicating upcoming service changes to Richmond County residents, specifically the shift from twice-weekly to once-weekly collection. To address potential concerns, M3 positioned Augusta Solid Waste as a leader in creating a cleaner, greener community. This included highlighting the city's transition to environmentally friendly vehicles fueled by CNG (Compressed Natural Gas), which was produced locally at the landfill, resulting in sustainability benefits and cost savings for residents.

Tactics Used:

We began with research, including focus groups, stakeholder interviews, and site visits to the landfill and natural gas facility.

We developed the tagline **"Cleaner. Greener. Smarter."**, supported by a new visual identity, including updated logos and branding for the 311 system to streamline customer communication.

A redesigned website served as a central hub for updates, clearly communicating schedule changes while reinforcing the department's modern, forward-thinking approach.

Garbage trucks were transformed into mobile billboards, using engaging visuals to promote the new brand and environmental commitment.

A multi-channel communications strategy ensured broad reach, including press releases, direct mail (letters and postcards), strategically placed billboards, and on-the-ground engagement through community events with branded materials and staff presence.

Results:

When the service changes launched in 2013, residents were well-informed and prepared. Given the scale of the transition, Augusta Solid Waste considered the campaign a success, with strong community awareness and a smooth rollout of the new service model.

Section III: Management Capabilities and Experience



Contact:

Current Contact:

Shane Capitosti
Maintenance Manager
Augusta Richmond County
Engineering & Environmental Services Department
Cell- 706-830-1826

Former point of contact:

Lori M. Videtto
Former Deputy Director
Augusta Environmental Services Department

Former point of contact:

Mark Johnson
Former Director
Augusta Environmental Services Department



Section III: Management Capabilities and Experience



Success Two

SAVANNAH LAKES VILLAGE

Background:

Savannah Lakes Village (SLV) historically relied heavily on referrals from previous buyers, with minimal digital engagement. Prior to campaign efforts, web activity was limited, averaging just 1–2 form fills per month, indicating a significant opportunity to expand awareness and lead generation through targeted marketing.

Plan Objectives:

At the beginning of 2026, M3 Agency was tasked with increasing brand awareness, driving qualified traffic, and generating leads from a highly targeted audience of retirees. The strategy focused on positioning Savannah Lakes Village as an ideal alternative for those familiar with active adult communities, specifically targeting residents of The Villages, Florida, by offering a similar lifestyle with a more relaxed, peaceful environment. The campaign aimed to communicate that SLV delivers the amenities retirees value, without the density and pace of larger communities.

Tactics Used:

A fully integrated campaign launched on March 1, utilizing a mix of television, digital, and social media advertising to reach the target audience.

Creative messaging was built around the compelling tagline: “Love The Villages, but want something quieter? Introducing Savannah Lakes Village!”

Targeting strategies focused on retirees in The Villages, Florida, leveraging demographic and behavioral data to ensure precision reach. Digital efforts drove users to a dedicated website experience designed to convert interest into inquiries, while social media and display advertising reinforced messaging with lifestyle imagery and maintained frequency. Television placements helped build credibility and broad awareness within the target market.

Results:

The campaign delivered immediate and measurable impact. Website traffic more than doubled, increasing from 11,837 in February to 25,194 in April. This surge in engagement resulted in a 200% increase in conversions and a 98% improvement in conversion rate. Since launching, the campaign has generated 84 form fills and over 100 phone calls, significantly expanding the sales pipeline. Beyond lead generation, these efforts have translated into real business outcomes, with four closed home sales directly attributed to buyers from The Villages, Florida, and an additional five to six sales currently in progress. This campaign successfully shifted Savannah Lakes Village from a referral-based model to a scalable, results-driven marketing approach, driving both awareness and revenue growth.

Contact:

Savannah Lakes Realty / Capital Home Builders LLC.
Dwight D. Fleming
Managing Partner / Realtor, New Construction
864.391.8020
dwightdfleming@gmail.com
101 Village Dr, McCormick, SC 29835

Section III: Management Capabilities and Experience



SAVANNAH LAKES VILLAGES, SC
Golf Course & Lakefront Living

FEATURED HOMES

207 Riverwood Lane Macon, GA 31206 \$215,000	207 Riverwood Lane Macon, GA 31206 \$215,000	207 Riverwood Lane Macon, GA 31206 \$215,000	18A Sandpiper Drive Macon, GA 31206 \$145,000
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Where Relaxation Meets Adventure



Stay in the Wake.

DON'T MISS WHAT'S NEW AT THE LAKE



Looking for your next home – or just curious about what's new on the market?

Stay up to date with what's happening in Savannah Lakes real estate. Follow Savannah Lakes Realty on Facebook today.



Keep Up With
the Lake Life

SavannahLakesRealty.com



Build the life you've been dreaming of



RETIRE IN SAVANNAH LAKES VILLAGE

View Homes

RETIRE IN SAVANNAH LAKES VILLAGE

View Homes

RETIRE IN SAVANNAH LAKES VILLAGE

View Homes

LAKE CENTERED LIVING Your Way.

View Homes

MODEL HOMES

Flowering Peach 207 Riverwood Lane \$215,000	Flowering Peach 207 Riverwood Lane \$215,000	Flowering Peach 207 Riverwood Lane \$215,000	Flowering Peach 207 Riverwood Lane \$215,000
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Stay and Play



The Perfect Home is Waiting for You



MEET A SAVANNAH LAKES VILLAGES CREATOR



You've worked hard. Now it's time to live well.

First Name: _____
Last Name: _____
Email: _____
Phone: _____

Submit



Section III: Management Capabilities and Experience



5) Describe at least four documented successes in designing and implementing an integrated marketing strategy.

Client One

DAVE'S HOT CHICKEN

Background:

In March of 2026, Built Different Brands was preparing to open its first Dave's Hot Chicken in the CSRA. They approached M3 Agency to help launch the first Dave's Hot Chicken in Augusta, Georgia, build brand awareness, and entice the target audience to come by and try Augusta's newest concept.

Tactics:

With the timing of the grand opening rollout, we established some key events leading up to the big event to help ensure success.

KEY DATES & THEMES

DATE	DAY	THEME
March 25	Wednesday	FAMILY & FRIENDS DAY
March 26	Thursday	SOFT OPENING + MEDIA INVITE /INFLUENCER NIGHT
March 27	Friday	GRAND OPENING TO PUBLIC
March 28	Saturday	COMMUNITY DAY (Fire & Police)

KEY PROMOTIONAL DELIVERY

MARCH 24 – PRESS RELEASES

(Aiken Standard, Augusta Chronicle, Augusta Press, Augusta Business Daily, WRDW, WAGT, WJBF, WFXG, WGAC, WKSP)

MARCH 25 – FAMILY & FRIENDS DAY

Assist Built Different Brands with invites/Communication to select audience of friends and family.

MARCH 26 – SOFT OPENING + MEDIA INVITE/INFLUENCER LAUNCH

PURPOSE:

Generate early buzz, test operations under moderate volume, and capture pre-opening content.

HOST INFLUENCER EVENT FROM 5-8PM:

- Invite, schedule 15-20 local influencers, select community members, and content creators for event at Dave's Hot Chicken. M3 on site to host and coordinate.

KEY ACTIVITIES:

- Influencer dining experience immediately posted on social platforms
- M3 to capture content with video and photography (food, reactions, store visuals)
- To be scheduled – Morning food delivery/ interview with WKSP, top market radio personalities, requesting on-air trial
- Afternoon radio appearance on WPWR with food trial
- Morning appearance on NBC/CBS news morning show
- Afternoon appearance on ABC midday show



Section III: Management Capabilities and Experience

MARCH 27 – GRAND OPENING TO PUBLIC

Ribbon cutting: 10:30 am (M3 video & photography)

Opening Time: 10:30 AM

PURPOSE:

Officially open of the store

CEREMONY: 10:30 AM (DUSTIN / LEADERSHIP TEAM CHAMBER?)

- Ribbon cutting
- Welcome remarks
- Group photos

ON-SITE ASSETS:

- 2-4 PM live ticket stop (Mega Ticket Giveaway with kicks 99)
- Create :10 / :30 promotional messages to be aired throughout the day on a variety of top stations.
- Continue on-line influencer posts (we would have them produce 2 to 3 content posts)
- Social content creation as requested (Design/Video)

MARCH 28 – COMMUNITY DAY

M3 to capture video & photography. Offer to share with media outlets.

Contact:

Dustin Portillo
Director of Culture & Community
Built Different Brands
813.417.6232
dportillo@bdbrands.com

PRESS RELEASES



EVENT MANAGEMENT AND PHOTO/VIDEO COVERAGE



INFLUENCER CONTENT



@richrich762
tiktok
33.1k impressions
3,397 likes



@harriepotter_
tiktok
32.5k impressions
3847 likes



@thisisaugusta
tiktok
20.9k impressions
1,491 likes





Client Two

SRP FEDERAL CREDIT UNION

Background:

SRP Federal Credit Union sought M3 Agency to develop a feel-good, comprehensive brand awareness campaign for SRP Federal Credit Union designed to position the institution as a lifelong financial partner, from childhood savings to legacy planning. The goal was to position SRP as a trusted, lifelong partner, helping individuals and families navigate each milestone with confidence.

Tactics:

Our team produced various materials, including a :60 video spot, which was also shortened to :30, original photography, billboards, and digital ads as a cohesive campaign. This campaign ran from September through December 2025. Although it was more brand awareness versus a sales or membership-driven, the rollout successfully reinforced SRP's presence in the community "every step of the way."

Contact:

Josh Rhoden, CUCME, CUDE
Marketing and Communications Manager
803.202.4368
jrhoden@srpfcu.org
1070 Edgefield Road, North Augusta, SC 29860



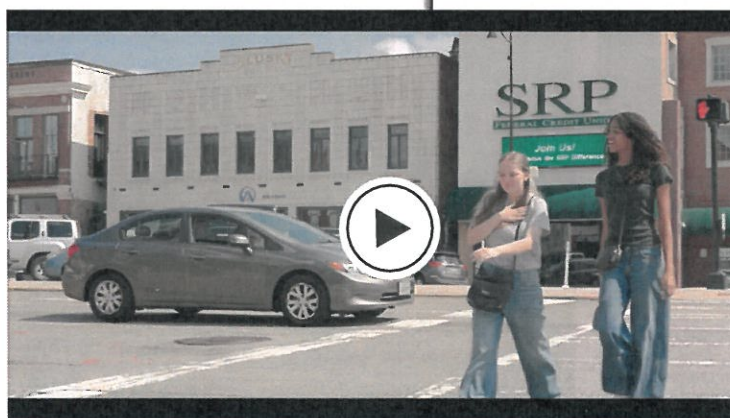
PRINT ADS



BILLBOARD CAMPAIGN



DIGITAL ADS



TV SPOT





Client Three

AUGUSTA TRANSIT

Background:

In early 2017, Augusta Transit was looking to highlight its functionality and increase its visibility and the diversity of its patrons by educating more people about the services that they provide, as they felt it was an untapped resource by many in the area, such as students and business professionals. They also wanted to put a spotlight on their paratransit service, which is unique as it is a curb-to-curb van service that is available to qualifying persons with permanent or temporary disabilities.

Tactics:

To better understand ridership, demographics, and key challenges, our team conducted hands-on market research by riding Augusta Transit buses and analyzing customer feedback through social media reviews. This provided valuable insight into current users, service perception, and areas for improvement.

We then developed an integrated, cross-media marketing strategy, including a refreshed visual identity with an updated color palette, modern design, and imagery to support the goal of reaching untapped audiences and highlighting the paratransit service. Supporting materials included brochures, maps, and a user-friendly "how-to ride" guide covering fares, routes, and accessibility.

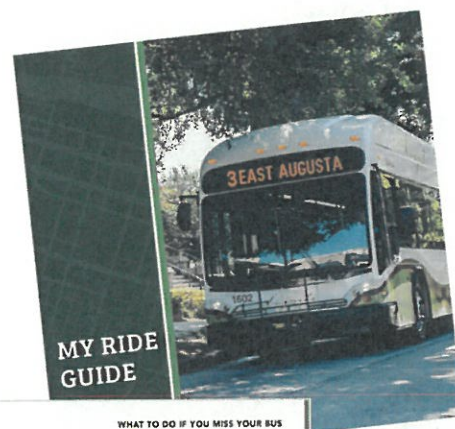
To expand awareness, we launched billboard campaigns and commercials featuring a more diverse, emerging audience not currently utilizing public transit. We also strengthened Augusta Transit's social media presence with engaging content and targeted Facebook ads that highlighted real riders and the everyday benefits of using the system.

Contact:

Dennis B. Skelley PT, DPT, MSA, FACHE
President/CEO
Georgia Rehabilitation Institute, Inc.
523 13th Street
Augusta, GA 30901
706-823-8505
DENNISS@georgiarehabilitationinstitute.com



OUTDOOR BILLBOARD CAMPAIGN



NEW MARKETING COLLATERAL



Client Four

NORTH AUGUSTA CHAMBER

Background:

The North Augusta Chamber of Commerce was preparing for the opening of SRP Park in April 2018, while facing an outdated brand and stagnant membership growth. President Terra Carroll led a rebranding initiative, aiming for a more progressive direction despite a traditionally conservative membership and board.

Tactics:

We began by defining branding goals and conducting interviews with the president, board members, chamber members, and city leaders to gather feedback. This insight was paired with nationwide research of chamber and CVB branding, allowing us to refine visual and messaging directions through a form of A/B testing. These findings informed the development of a new tagline and visual identity, shaped through collaborative stakeholder focus groups.

We then executed a full brand rollout, supported by a strategic press campaign targeting members, community leaders, and local media, culminating in a public unveiling at SRP Park. The launch featured a custom animated video showcasing the brand evolution on the stadium's video board, along with the debut of a new website with an enhanced user experience—resulting in strong media coverage and positive community response.

Our team also developed and coordinated new branded collateral for the launch, including business cards, staff and board name tags, and window clings for members to display their affiliation with the refreshed Chamber brand.

Contact:

Terra Carroll
North Augusta Chamber of Commerce
President/ CEO
Terra@northaugustachamber.net
803.279.2323

NEW ONLINE PRESENCE
WEBSITE OVERHAUL

<http://www.northaugustachamber.org>



NEW BRANDING LOGO



NEW ICON SUPPORT GRAPHIC



NEW SUPPORT STATIONERY



Section III: Management Capabilities and Experience



6) Describe the ability of your firm to place the media buys for the airport, including providing reach and frequency reports (include a sample report) to Airport staff. Identify any family members that perform work or provide consulting services for any of the media outlets with which the Airport might place media buys.

We've spent the last 28 years purchasing media in the Augusta market, as well as areas in the Southeast region and across the United States. As an agency, we provide the convenience of an in-house media buyer, at no charge, which allows us to bypass the middle-man. This results in better quality scheduling and programming, specifically to fit a client's goals. We use our expertise in traditional and digital media, along with research data from sources like Nielsen, to achieve optimum reach and frequency to target a selected demographic. We can offer our clients the most competitive rates due to our high-volume purchases. We deliver a hands-on approach by monitoring schedules and affidavits verification to ensure that you get the best return on your investment. M3 Agency evaluates the effectiveness of digital campaigns through comprehensive performance reporting, leveraging tools like Google Analytics to track key metrics such as engagement, reach, conversions, and return on investment. Our dedicated digital specialists continuously monitor campaign performance in real time, using data-driven insights to make ongoing optimizations that maximize results.

We are unaware of any family members that perform work or consulting services for the media outlets with which the Airport might place media buys, and none within our agency.

Tv Schedule



Station	Daypart	Days	Time	Length	Program	Rate	CPP	Apr-01	Apr-05	Apr-12	Apr-19	Apr-26	Spots	A25-64	Cost
WRDW-TV 12.1		MTWRF--	0600A-0700A	30	NEWS 12 6A	120.00	\$54.55	0	3	3	3	0	9	2.20	\$1,080.00
Comments :															
WRDW-TV 12.1		MTWRF--	0500P-0630P	30	NEWS 12 ROTATOR	135.00	\$51.92	0	4	4	4	0	12	2.60	\$1,620.00
Comments :															
WRDW-TV 12.1 Station Spot Totals								0	7	7	7	0	21		
WRDW-TV 12.1 Total Spend								\$0.00	\$900.00	\$900.00	\$900.00	\$0.00			\$2,700.00
WJBF 6.1		-----S-	0700A-0800A	30	GOOD MORNING AUGUSTA	65.00	\$20.31	0	2	1	1	0	4	3.20	\$260.00
Comments :															
WJBF 6.1		-----S-	0800A-0900A	30	GOOD MORNING AMERICA SAT	110.00	\$26.19	0	1	1	1	0	3	4.20	\$330.00
Comments :															
WJBF 6.1		MTWRF--	0700A-0900A	30	GOOD MORNING AMERICA	225.00	\$56.25	0	2	2	2	0	6	4.00	\$1,350.00
Comments :															
WJBF 6.1 Station Spot Totals								0	5	4	4	0	13		
WJBF 6.1 Total Spend								\$0.00	\$690.00	\$625.00	\$625.00	\$0.00			\$1,940.00
WFXG 54.1		MTWRF--	0600A-0800A	30	FOX NEWS NOW	15.00	\$30.00	0	5	5	5	5	20	0.50	\$300.00
Comments :															
WFXG 54.1		MTWRF--	0700P-0800P	30	FAMILY FEUD	125.00	\$0.00	0	4	4	4	0	12	0.00	\$1,500.00
Comments :															
WFXG 54.1 Station Spot Totals								0	9	9	9	5	32		
WFXG 54.1 Total Spend								\$0.00	\$575.00	\$575.00	\$575.00	\$75.00			\$1,800.00
WAGT 26.1		MTWRF--	0700A-0900A	30	TODAY SHOW	75.00	\$150.00	0	2	2	2	0	6	0.50	\$450.00
Comments :															
WAGT 26.1		-----S-	0800A-0900A	30	TODAY SHOW SAT	40.00	\$44.44	0	1	1	1	0	3	0.90	\$120.00
Comments :															
WAGT 26.1 Station Spot Totals								0	3	3	3	0	9		
WAGT 26.1 Total Spend								\$0.00	\$190.00	\$190.00	\$190.00	\$0.00			\$570.00
Spot totals								0	24	23	23	5	75		\$7,010.00

Section III: Management Capabilities and Experience



Reach and Frequency Report

WRDW : WRDW-TV 12.1

Month	Spots	GRPs	Reach	Freq	Gross	Net	CPP	ACPM	TCPM
Apr	21	51	34.28%	1.49	\$2,700.00	\$2,295.00	\$52.94	\$14.95	\$14.89
Totals	21	51	34.28%	1.49	\$2,700.00	\$2,295.00	\$52.94	\$14.95	\$14.89

WJBF : WJBF 6.1

Month	Spots	GRPs	Reach	Freq	Gross	Net	CPP	ACPM	TCPM
Apr	13	49.4	33.63%	1.47	\$1,940.00	\$1,649.00	\$39.27	\$11.22	\$11.60
Totals	13	49.4	33.63%	1.47	\$1,940.00	\$1,649.00	\$39.27	\$11.22	\$11.60

WFXG : WFXG 54.1

Month	Spots	GRPs	Reach	Freq	Gross	Net	CPP	ACPM	TCPM
Apr	32	10	8.10%	1.23	\$1,800.00	\$1,530.00	\$180.00	\$11.60	\$13.40
Totals	32	10	8.10%	1.23	\$1,800.00	\$1,530.00	\$180.00	\$11.60	\$13.40

WAGT : WAGT 26.1

Month	Spots	GRPs	Reach	Freq	Gross	Net	CPP	ACPM	TCPM
Apr	9	5.7	4.72%	1.21	\$570.00	\$484.50	\$100.00	\$36.33	\$35.09
Totals	9	5.7	4.72%	1.21	\$570.00	\$484.50	\$100.00	\$36.33	\$35.09

Total

Month	Spots	GRPs	Reach	Freq	Gross	Net	CPP	ACPM	TCPM
Apr	75	116.1	58.62%	1.98	\$7,010.00	\$5,958.50	\$80.38	\$15.44	\$14.04
Totals	75	116.1	58.62%	1.98	\$7,010.00	\$5,958.50	\$80.38	\$15.44	\$14.04

M3 Agency represents the listed client for public relations purposes and the placing of advertising only. All rates are GROSS. It is expressly understood that acceptance of this order does not render M3 Agency or its agents liable for payment of any indebtedness incurred by the client in this matter. M3 Agency will in good faith undertake to collect and forward monies due the vendor under this order. M3 Agency reserves the right to resell time. All spots are to run AS ORDERED. All makegoods must be approved in writing. Any spot running outside of the ordered time period without written approval will be credited. Please contact the agency Media Buyer ASAP if there are any clearance problems. EQUAL ROTATION WITH DAYS AND TIME PERIODS IS REQUIRED OR A CREDIT WILL BE TAKEN. Minimum 5 minutes separation is required.

7) Comprehensive resources, experience, creative talent, manpower of our agency.

Being a full-service advertising agency, with expertise in traditional and digital marketing, we're able to provide our services for clients without use of subcontractors or sub-consultants. We've found that by offering these services by employees who are on staff, we're able to control costs and ensure consistent and cohesive messaging across all media outlets.

WE ARE FULLY PREPARED

Our Services are All-Inclusive:

In-House Design

- Art Director
 - Creative Direction
- Creative Development & Design
 - Digital & Social Assets
 - Logos & Branding
 - Brochures / Direct Mail
 - Ad Creation
 - Outdoor
 - Signage & Promotional Displays
 - Promo Item (t-shirts, mugs, hats, swag)

In-House Content Creation

- On-site Production Studio
 - 3 Video Producers
 - Drone Operator
 - Animator
- On-site Photography Studio
 - 2 Photographers
 - Lighting Specialists
- Production
 - Television
 - Radio
 - Corporate Video
- Editing
 - Fast turn-around
 - Management of frequent revisions
- Podcasting
 - In-House Studio
 - Recording
 - Development



Section III: Management Capabilities and Experience

Social Media Management

- Research, Planning, & Calendar Creation
- Post Creation & Development
- Posting across all Platforms
- Monthly Reporting & Analytics

In-House Web Services

- Website Development
- Web Host
- Web Programming
- SEO (Search Engine Optimization)
- Web Maintenance
- Custom Video Content
- Web Ad Creation

In-House Media

- Digital Planning & Placement
 - Google Partner
 - Buy Direct from Exchanges
 - Google/Bing/Yahoo Certified
 - SEM / SEO
 - Paid Social Media (*Facebook Partner, Instagram, LinkedIn, TikTok, Snapchat, YouTube, etc.*)
- Media Planning & Placement
 - Target GRPs
 - Target Demographics
 - Media Buying Software/Auditing
 - OTT / DSP Procurement
- Research
 - Nielsen / Comscore
 - Arbitron
 - Google Analytics
 - Ahrefs

In-House Account Management

- Consulting
 - Develop a media strategy that will be effective in your industry
- Flexibility
 - Changes can be made at any time
- Reliability
- Focus
 - Sending targeted messages to the correct audience

Specialty Services

- Account Management
- Public Relations
- Grand Opening & Event Planning
- Promotional Items
(*Pens, t-shirts, caps, giveaways & much more*)
- Banners
- Window Clings
- Wall / Real Estate Signage
- Mascot Development
- Sales Center Development



8) Resumes of M3 Team Members who would lead the work on projects for the Airport.

Rick Donaldson

President/CEO

- Formed agency in November of 1998 after feeling that agencies did not always look after their clients interest.
- Over 35 years of multi-media experience. Television, cable, outdoor, direct mail, digital, website, social media, SEO & SEM management.
- **Involvement:** Aid in developing marketing plan including marketing strategies, budget, and marketing support for public special events, and with creative development.

Ashley Drummond

Account Supervisor / Day-to-Day Contact

- 18 years in marketing, account management
- Bachelor of Arts in Mass Communication: Advertising and Public Relations
- With M3 Agency since 2008
- **Involvement:** Aid in developing brand including strategies, budget and support for events and with creative development
- Has 5+ years of marketing experience for a regional airport, leading strategic campaigns that have helped to increase passenger enplanements, strengthen brand visibility, and further establish the airport as a trusted community partner.

Amy Padgett

Digital Director & Media Buyer

- Over 35 years in marketing, account management, media buying, SEO and SEM management
- Google Ads and Analytics Certified
- Bachelor of Fine Arts in Broadcasting
- With M3 Agency since 2000
- Past President, AAF Augusta
- **Involvement:** Oversee the digital team's SEM activities. Responsible for all digital campaign activities, including making recommendations, monitoring campaigns, and providing campaign performance results. Aid in research and developing traditional media plans, including marketing strategies, budget recommendations, and suggested media placement.

Noah Pulley

Digital Specialist

- With M3 Agency since 2019
- 17 years working in marketing research/analysis and search engine marketing.
- Bachelor of Business Marketing
- Google Ads and Google Analytics Certified
- **Involvement:** Aid in developing marketing plan, including digital strategies and campaigns, monitoring digital performance, and providing reporting.



Section III: Management Capabilities and Experience

Lynn Forbes

Art Director

- Over 35 years in advertising, print and web design
- Bachelor of Arts from Savannah College of Art & Design
- With M3 Agency since 2001; numerous AAF Augusta
- **Involvement:** Create and produce marketing materials and aid in creative development.

Korey Zarlenga

Creative Services Director

- Over 18 years in advertising, print and web design, web development
- Degree in Media Communication and Print and Graphic Technologies
- With M3 Agency since 2007
- **Involvement:** Aid in with creative development and project management of creative services projects, including design, video, photography, and social media.

Wesley Latch

Lead Programmer

- Over 25 years in web development
- Degree in Math and Computer Science
- With M3 Agency since 2010
- **Involvement:** Provide any updates or recommendations for website activity. If any changes are needed to the website, will work with current provider to help facilitate.

Fran Tilby

Video Production Supervisor, Animator, Drone Operator

- Joined M3 Agency in 2013
- Bachelor of Fine Arts in Animation
- FAA Remote Pilot Certification
- **Involvement:** Establish video strategies, budgets and guidelines for video projects, assist with any talent recruitment, and lead the production team with filming and editing, as well as provide drone and animation support for projects.

Bethlehem Dempsey, PMP®

Team Project Manager, Events Specialist

- With M3 Agency since 2020
- Background in non-profit events and fundraising
- Project Management Professional with Certificates in Event and Meeting Management, Content Marketing and Email Marketing
- **Involvement:** Aid in any day-to-day needs as determined by the Account Manager, would be essential in planning and preparation for any events, from planning to execution, production/content shoot support and talent acquisition.



Section III: Management Capabilities and Experience

Lydia Deisch

Social Media Director

- Joined M3 Agency in 2025
- Over 4 years of digital and social media experience
- **Involvement:** Aid in developing social content, along with posting strategies and schedules to align with the marketing goals.

Jeremiah Griffin

Digital Specialist

- Bachelor of Arts in Communication
- Google Video Certified, Google Display Certified, Bing Certified, various SEO certifications, and Meta Ads certification
- **Involvement:** Aid in developing marketing plan, including digital strategies and campaigns, as well as paid social campaigns.

Harmony Osgood

Graphic Design / Photographer

- Joined M3 Agency in 2025
- Over 12 years of experience in design and photography
- **Involvement:** Capture photography content, providing professional, high-quality imagery that tells a story and strengthens the brand identity, as well as create and produce marketing materials, aiding in creative development.

Liam Garcia

Videographer

- Joined M3 Agency in 2025
- Over 4 years of videography experience
- Bachelor of Science, Media and Entertainment
- Lighting Specialist
- **Involvement:** On-set cinematography, supporting post-production, as well as assisting with select social media content and photography to maintain visual consistency across campaigns.

9) Our recommendation on placement and budget tracking.

We recognize that every client has unique goals, so we avoid a one-size-fits-all approach to marketing. Instead, we develop fully customized strategies rooted in each client's specific objectives, audience needs, and performance expectations, an approach we would apply to the Airport as well. Once the target audience(s) are clearly defined for the campaign, the M3 team conducts a detailed evaluation of available media outlets to determine the most effective mix for reaching and influencing those audiences. These recommendations are always guided by data, market research, and budget efficiency to ensure maximum impact.

To maintain strong financial oversight and transparency throughout each campaign, we utilize a centralized internal project management system that assigns dedicated budgets to every initiative, tracks time spent on deliverables in real time, and provides full visibility to the entire team. This ensures that every dollar is accounted for and aligned with strategic priorities. By continuously monitoring performance and spend together, our team is able to make informed adjustments when needed, helping clients stay agile while maximizing return on investment.



10) M3, the best partner for the Airport.

M3 Agency is uniquely positioned to serve as the ideal marketing partner for Augusta Regional Airport due to our strong local presence, understanding of the region, and proven experience supporting organizations with growth-focused goals. We are fully capable of supporting Augusta Regional Airport's goals, including increasing passenger enplanements, expanding air service offerings, and strengthening community engagement. We should be seen as a seamless extension of your marketing team that is fully invested in your success.

Our strength lies in combining creative capabilities with comprehensive in-house services, allowing us to efficiently execute campaigns while maintaining a high standard of quality and consistency across all channels. From strategy development and content creation to media planning, digital execution, and performance reporting, our team delivers fully integrated solutions tailored to your goals. What sets M3 apart is our results-driven approach, by actively managing and optimizing campaigns based on real-time data to ensure measurable impact.

With a strong foundation in strategic marketing and a track record of helping clients grow visibility, engagement, and performance, we are confident that M3 Agency can help take Augusta Regional Airport to new heights and further position AGS as a thriving regional gateway.

11) Conflicts of Interest

While we do not see any conflicts of interest within our client base, it was requested that we list any Georgia or South Carolina airports, Chambers of Commerce, Economic Development Agencies or travel and tourism firms you are working for now, or in the past year.

- North Augusta Chamber of Commerce: website hosting and maintenance, email service, and design support.
- Masters Housing Bureau (Augusta Metro Chamber of Commerce) - website development, hosting, and maintenance, as well as SEO services.
- Augusta Metro Chamber of Commerce - website development, hosting, and maintenance for program website (Students2work.org)
- Augusta Entertainment Complex - website development, hosting, and maintenance, marketing of select concerts/events
- Columbia County Performing Arts Theater - marketing of select concerts/events
- Georgia Peach Festival (Peach County Board of Commissioners, Fort Valley Utility Commission, the City Governments of Byron and Fort Valley, the Byron Convention and Visitors Bureau, and the Peach County tourism committee) - marketing of the annual event, day of video/photography content



SECTION IV: Financial Information



3617 Walton Way Extension, Augusta, Georgia 30909
Phone: (706) 731-1407 Fax: (706) 731-5902

Mass Media, LTD
229 Furys Ferry Road
Suite 123
Augusta, GA 30907

April 28, 2026

To whom it may concern:

This letter is in reference to Mass Media, LTD who has open, active and in good standing accounts with Queensborough National Bank and Trust Company. Should you have any questions, concerns or need additional information regarding this customer, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katie J. Douglas'.

Katie J. Douglas
Vice President
706-731-1407
Katie.douglas@qnbtrust.bank

CLEVELANDGROUP
CERTIFIED PUBLIC ACCOUNTANTS

**Mass Media, LTD
Financial Statements -
Accrual Basis
January 31, 2026**

M3 Agency/Mass Media
Statement of Assets, Liabilities, and Equity - Tax Basis
As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	761,924.87
Accounts Receivable	1,002,318.96
Other Current Assets	182,591.06
Total Current Assets	1,946,834.89
Fixed Assets	
ACCUMULATED AMORITIZATION	-520.00
ORGANIZATIONAL COSTS	520.00
SERVER	9,298.77
VEHICLES	220,332.68
154 · FURN. & EQUIPMENT	209,148.16
155 · ACCUMULATED DEPR.	-415,897.87
Total Fixed Assets	22,881.74
TOTAL ASSETS	1,969,716.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	989,851.38
Credit Cards	-93,647.60
Other Current Liabilities	78,925.99
Total Current Liabilities	975,129.77
Long Term Liabilities	827,396.19
Total Liabilities	1,802,525.96
Equity	
TREASURY STOCK	-20,000.00
296 · STOCKHOLDERS' DRAWS - RICK	-75,000.00
297 · STOCKHOLDERS' DRAWS - TERRY	-25,000.00
301 · COMMON STOCK	500.00
305 · ADDITIONAL PAID IN CAPITAL	30,890.86
320 · RETAINED EARNINGS	50,257.67
Net Income	205,542.14
Total Equity	167,190.67
TOTAL LIABILITIES & EQUITY	1,969,716.63

For management purposes only. No assurance is provided on these financial statements.

M3 Agency/Mass Media
Statement of Assets, Liabilities, and Equity - Tax Basis
As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
FIRST CITIZENS	9,838.08
QBNT - 4544	364,364.30
US BANK	387,722.49
Total Checking/Savings	761,924.87
Accounts Receivable	
129 · ACCOUNTS RECEIVABLE	1,040,416.26
130.1 · ALLOWANCE FOR DOUBTFUL ACCOUNTS	-38,097.30
Total Accounts Receivable	1,002,318.96
Other Current Assets	
DUE TO/FROM SOUTHFIRE	2,574.99
N/R - Officer	250,000.00
PREPAID INSURANCE	7,839.15
12000 · Undeposited Funds	-77,823.08
Total Other Current Assets	182,591.06
Total Current Assets	1,946,834.89
Fixed Assets	
ACCUMULATED AMORITIZATION	-520.00
ORGANIZATIONAL COSTS	520.00
SERVER	9,298.77
VEHICLES	220,332.68
154 · FURN. & EQUIPMENT	209,148.16
155 · ACCUMULATED DEPR.	-415,897.87
Total Fixed Assets	22,881.74
TOTAL ASSETS	1,969,716.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
210 · ACCOUNTS PAYABLE	989,851.38
Total Accounts Payable	989,851.38
Credit Cards	
American Express	-107,294.76
AMEX - AMAZON	1,024.58
CITI	2,515.01
US BANK CC	10,107.57
Total Credit Cards	-93,647.60
Other Current Liabilities	
Current Portion Long Term Debt	44,769.00
220 · FEDERAL INCOME TAX W/H	13,937.38
223 · MEDICARE W/H	1,433.29
224 · FICA TAX WH	6,128.62
226 · ACCRUED FICA	7,561.91
227 · ACCRUED FUTA/SUTA	626.98
240 · GA WITHHOLDING	4,468.81
Total Other Current Liabilities	78,925.99
Total Current Liabilities	975,129.77

For management purposes only. No assurance is provided on these financial statements.

M3 Agency/Mass Media
Statement of Assets, Liabilities, and Equity - Tax Basis
As of January 31, 2026

	Jan 31, 26
Long Term Liabilities	
Less Current Portion LTD	-44,769.00
N/P - SBA LOAN 1	347,168.90
N/P - SBA LOAN 2	489,939.70
270 · N/P - TERRY RANDOLPH	20,000.00
272 · N/P - TUNDRA	3,816.96
274 · N/P - AMY'S GENESIS	11,439.63
Total Long Term Liabilities	827,396.19
Total Liabilities	1,802,525.96
Equity	
TREASURY STOCK	-20,000.00
296 · STOCKHOLDERS' DRAWS - RICK	-75,000.00
297 · STOCKHOLDERS' DRAWS - TERRY	-25,000.00
301 · COMMON STOCK	500.00
305 · ADDITIONAL PAID IN CAPITAL	30,890.86
320 · RETAINED EARNINGS	50,257.67
Net Income	205,542.14
Total Equity	167,190.67
TOTAL LIABILITIES & EQUITY	1,969,716.63

For management purposes only. No assurance is provided on these financial statements.

M3 Agency/Mass Media
Statement of Revenues and Expenses - Tax Basis
January 2026

	Jan 26	% of Income	Jan 25	% of Income
Ordinary Income/Expense				
Income				
487 PROMO ITEMS	\$ -	0.0%	\$ 2,144.00	0.21%
489 SOCIAL MEDIA	18,275.47	2.04%	11,100.00	1.11%
400 · ONLINE ADVERTISING	0.00	0.0%	500.00	0.05%
401 · SPOT RADIO	170,409.06	19.01%	155,010.65	15.47%
402 · SPOT TV	115,357.35	12.87%	76,916.28	7.68%
403 · PRINT MAGAZINES	24,752.35	2.76%	25,628.82	2.56%
404 · SPOT CABLE	65,811.94	7.34%	75,048.12	7.49%
405 · PRINT NEWSPAPER	500.00	0.06%	6,106.49	0.61%
406 · OUTDOOR DIRECTIONAL	57,463.99	6.41%	73,432.26	7.33%
407 · MEDIA DIRECT MAIL	2,359.33	0.26%	540.00	0.05%
408 · CALL CENTER	0.00	0.0%	100.00	0.01%
409 · WEBSITE DEVELOPMENT	9,093.50	1.01%	10,120.00	1.01%
410 · WEBSITE HOSTING	20,312.00	2.27%	24,195.00	2.42%
413 · GOOGLE ADWORDS	256,949.30	28.66%	253,379.47	25.29%
415 · FACEBOOK	19,278.00	2.15%	27,492.53	2.74%
422 · SEO	11,586.00	1.29%	16,042.00	1.6%
423 · E-MAIL/DOMAIN NAMES	3,210.42	0.36%	2,170.46	0.22%
428 · DESIGN CONCEPT/LAYOUT	16,881.60	1.88%	47,894.00	4.78%
448 · AGENCY FEES	41,083.34	4.58%	98,511.66	9.83%
460 · PHOTOGRAPHY	0.00	0.0%	2,681.00	0.27%
463 · TALENT	9,070.00	1.01%	20,135.00	2.01%
470 · DUBS	2,660.00	0.3%	5,390.00	0.54%
472 · PRINTING	22,195.51	2.48%	20,274.22	2.02%
478 · AUDIO/VIDEO PRODUCTION	29,180.00	3.26%	46,972.75	4.69%
Total Income	896,429.16	100.0%	1,001,784.71	100.0%
Cost of Goods Sold				
587 COGS - PROMO ITEMS	0.00	0.0%	1,353.89	0.14%
500 · COS - ONLINE ADVERTISING	531.92	0.06%	409.60	0.04%
501 · COS - SPOT RADIO	38,126.41	4.25%	54,145.12	5.41%
502 · COS - SPOT TV	102,470.52	11.43%	69,258.57	6.91%
503 · COS - PRINT MAGAZINES	20,457.50	2.28%	22,559.50	2.25%
504 · COS - SPOT CABLE	62,321.45	6.95%	69,626.40	6.95%
505 · COS - PRINT NEWSPAPER	1,100.00	0.12%	0.00	0.0%
506 · COS - OUTDOOR DIRECTIONAL	54,115.10	6.04%	66,994.83	6.69%
507 · COS - MEDIA DIRECT MAIL	1,203.44	0.13%	328.85	0.03%
510 · COS - WEBSITE MAINTENANCE	60.20	0.01%	1,728.50	0.17%
513 · COS - GOOGLE ADWORDS	154,010.08	17.18%	175,375.98	17.51%
515 · COS - FACEBOOK	17,587.39	1.96%	23,547.88	2.35%

For management purposes only. No assurance is provided on these financial statements.

M3 Agency/Mass Media
Statement of Revenues and Expenses - Tax Basis
January 2026

	Jan 26	% of Income	Jan 25	% of Income
522 · COS - SEO	5,599.00	0.63%	11,928.12	1.19%
523 · COS - E-MAIL/DOMAIN NAMES	0.00	0.0%	150.00	0.02%
526 · E-MAIL/DOMAIN NAME	2,112.28	0.24%	1,578.69	0.16%
548 · COS - AGENCY FEES	5,539.00	0.62%	0.00	0.0%
560 · COS - PHOTOGRAPHY	0.00	0.0%	1,216.00	0.12%
563 · COS - TALENT	6,135.00	0.68%	14,368.00	1.43%
572 · COS - PRINTING	17,913.60	2.0%	16,198.93	1.62%
Total COGS	489,282.89	54.58%	530,768.86	52.98%
Gross Profit	407,146.27	45.42%	471,015.85	47.02%
Expense				
LEGAL AND ACCOUTING	0.00	0.0%	2,000.00	0.2%
605 · MISC. CONTRACT LABOR	13,726.76	1.53%	387.50	0.04%
607 · PAYROLL TAXES				
600 · DIGITAL/WEB SALARIES	34,689.20	3.87%	33,910.30	3.39%
601 · DESIGN SALARIES	23,206.39	2.59%	24,564.59	2.45%
602 · ADMIN SALARIES	49,021.17	5.47%	51,556.80	5.15%
603 · SALES SALARIES	40,860.68	4.56%	60,940.36	6.08%
604 · PRODUCTION SALARIES	12,593.66	1.41%	24,706.92	2.47%
607 · PAYROLL TAXES - Other	15,619.10	1.74%	20,108.18	2.01%
Total 607 · PAYROLL TAXES	175,990.20	19.63%	215,787.15	21.54%
608 · STORAGE EXPENSE	304.00	0.03%	279.00	0.03%
609 · WEBSITE COSTS	5,060.93	0.57%	4,170.25	0.42%
614 · BANK CHARGES	2,392.62	0.27%	1,799.99	0.18%
615 · CREDIT CARD FEES	2,953.41	0.33%	1,608.75	0.16%
620 · ADVERTISING - AGENCY				
642 · PROMOTIONS/ADVERTISING	5,496.96	0.61%	1,575.16	0.16%
Total 620 · ADVERTISING - AGENCY	5,496.96	0.61%	1,575.16	0.16%
632 · BAD DEBT EXPENSE	(52,509.51)	-5.86%	0.00	0.0%
640 · COPIER EXPENSE	305.45	0.03%	122.84	0.01%
648 · DEPRECIATION EXPENSE	872.48	0.1%	1,056.78	0.11%
652 · DUES, FEES, & SUBSCRIPTIONS	8,733.79	0.97%	5,657.63	0.57%
653 · DUES - NON DEDUCT	0.00	0.0%	740.00	0.07%
656 · MEALS 50%	56.92	0.01%	189.04	0.02%
660 · INSURANCE	3,359.66	0.38%	2,202.52	0.22%
661 · HEALTH INSURANCE	9,460.11	1.06%	10,915.81	1.09%
664 · OFFICE SUPPLIES	7,762.23	0.87%	2,506.58	0.25%
668 · POSTAGE/DELIVERY	290.40	0.03%	329.15	0.03%
672 · OFFICE - RENT	6,266.00	0.7%	6,166.00	0.62%
676 · PROFESSIONAL SERVICES	4,229.75	0.47%	3,984.75	0.4%
684 · TELEPHONE - TELEGRAPH	1,179.88	0.13%	2,045.11	0.2%

For management purposes only. No assurance is provided on these financial statements.

M3 Agency/Mass Media
Statement of Revenues and Expenses - Tax Basis
January 2026

	<u>Jan 26</u>	<u>% of Income</u>	<u>Jan 25</u>	<u>% of Income</u>
687 · GAS EXPENSE	516.37	0.06%	508.47	0.05%
688 · TRAVEL TRANSPORTATION	9.00	0.0%	496.02	0.05%
691 · UTILITIES	1,124.58	0.13%	1,102.65	0.11%
802 · INTEREST EXPENSE	3,708.61	0.41%	3,851.63	0.38%
803 · CONTRIBUTIONS	500.00	0.06%	350.00	0.04%
Total Expense	<u>201,790.60</u>	<u>22.51%</u>	<u>269,832.78</u>	<u>26.94%</u>
Net Ordinary Income	205,355.67	22.91%	201,183.07	20.08%
Other Income/Expense				
Other Income				
701 · DISCOUNTS EARNED	0.00	0.0%	5.47	0.0%
702 · INTEREST EARNED	186.47	0.02%	0.00	0.0%
Total Other Income	<u>186.47</u>	<u>0.02%</u>	<u>5.47</u>	<u>0.0%</u>
Net Other Income	186.47	0.02%	5.47	0.0%
Net Income	<u><u>\$ 205,542.14</u></u>	<u><u>22.93%</u></u>	<u><u>\$ 201,188.54</u></u>	<u><u>20.08%</u></u>

For management purposes only. No assurance is provided on these financial statements.



SECTION V:
References



Section V: References

MASTER AUTOMOTIVE (BUICK, GMC, CHEVROLET, CADILLAC)

William Schafer
President
wschafer@masterautomotive.com
706.855.9400
3710 Washington Rd, Augusta, GA 30907

SAVANNAH LAKES REALTY / CAPITAL HOME BUILDERS LLC.

Dwight D. Fleming
Managing Partner / Realtor, New Construction
864.391.8020
dwightdfleming@gmail.com
101 Village Dr, McCormick, SC 29835

SRP FEDERAL CREDIT UNION

Josh Rhoden, CUCME, CUDE
Marketing and Communications Manager
803.202.4368
jrhoden@srpfcu.org
1070 Edgefield Road, North Augusta, SC 29860

MELLOW MUSHROOM (EVANS, AUGUSTA, AND AIKEN)

Alexandra Bauer
Regional Manager
716.622.1010
alexandrabauer2@gmail.com
4348 Washington Rd, Evans, GA, 30809

WEINBERGER'S FURNITURE & MATTRESS SHOWCASE

Karly Weinberger
Vice President of Weinberger's Furniture &
Mattress Showcase
706.830.0626
karly@weinbergersfurniture.com
3021 River Watch Pkwy, Augusta, GA 30907
1010 Commerce Dr, Greensboro, GA 30642



SECTION VI:
Additional Information

Section VI: Additional Information:**A SAMPLING OF OUR WORK ▶**

Please scan the QR code to view a sampling of our creative work to include brand development, identity positioning and collateral support.



<https://vimeo.com/908628858/64402f6c6e?share=copy>

EXHIBIT B
RATE SCHEDULE

FEE PROPOSALName of Company: M3 Agency*No fee for tradition
media placement, retain
agency commissionFee for Traditional Placement of Ads Material
(% Markup if applicable)0 %

Fee for Digital Placement (% Markup)

18 %

Production Fee

125 /hr.

Design / Creative Services

100 /hr.

Event Planning

75 /hr.

Project Coordination

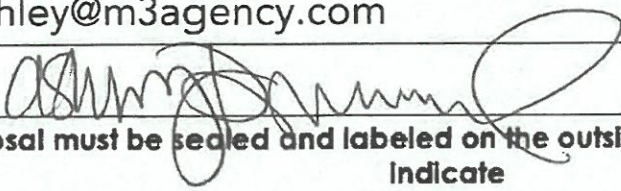
0 /hr.

Clerical

0 /hr.

You are to include your price for each line in the increments in the unit of measure listed above, either percentage or hourly rate. Please do not deviate from the unit of measure that is listed for each item.

No Additional Fees will be accepted. All fees must be listed in line items above

PROPOSAL SUBMITTED BY:NAME: Ashley DrummondCOMPANY: M3 AgencyADDRESS: 229 Furys Ferry Road, Suite 123CITY/STATE: Augusta, GATELEPHONE: 706-651-0053 FAX: 706-651-0535EMAIL: ashley@m3agency.comSIGNATURE: 

Fee Proposal must be sealed and labeled on the outside of the package to clearly
Indicate

That it is in response to RFQ/P #26-172 Airport Marketing Agency.

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

Augusta Aviation Commission Special Called Meeting

September 10, 2026

9:00 a.m.

Orwen Aviation Commission Chambers

2nd Floor – Terminal Building

Commission Members: Commissioner Michael Cioffi; Commissioner Randy Sasser;
Commissioner William Fennoy; Commissioner Charles Larke;
Commissioner Marshall McKnight; Commissioner James Germany;
Commissioner Dan Troutman;

Absent: Commissioner Ronic West; Commissioner Larry Harris;
Commissioner Kay Roland; Commissioner Wilbert Barrett;
Commissioner Davis Beman

Staff: Mr. Herbert L. Judon, Jr.; Ms. Lauren Smith;
Mr. Robert Kerr – Staff Attorney; Mr. Kenneth Hinkle;
Mr. Stephen Hedden; Ms. Elizabeth Giles;
Ms. Diane Johnston; Capt. Tindell; Ms. Jennifer Humphrey

Others: Mr. Edwin Scott – Mead & Hunt via Teams

CALL TO ORDER & PRAYER – *Vice-Chair Commissioner Michael Cioffi called the meeting to order at 9:01 a.m. and offered prayer.*

I. AGENDA & MINUTES

A. September 10, 2026, Augusta Aviation Commission Special Called Meeting Agenda

B. August 27, 2026, Augusta Aviation Commission Meeting Minutes

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve September 10, 2026, Augusta Aviation Commission Special Called Meeting Agenda, August 27, 2026, Augusta Aviation Commission Meeting Minutes

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Larry Harris arrived at 9:03 a.m.

September 10, 2026

Page 2 of 2

II. EXECUTIVE SESSION

Motion by Commissioner Fennoy 2nd by Commissioner Larke at 9:03 a.m. to enter Executive Session to discuss Real Estate and Potential Litigation.

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Ronic West arrived at 9:07 a.m.

A. To Discuss Real Estate

Requested to remain in Executive Session A: Airport Legal Counsel, Mr. Robert Kerr, Mr. Herbert L. Judon, Jr., Mr. Stephen Hedden, Ms. Diane Johnston, Mr. Ken Hinkle

B. To Discuss Potential Litigation

Requested to remain in Executive Session B: Airport Legal Counsel, Mr. Robert Kerr, Mr. Herbert L. Judon, Jr.

C. Motion to authorize execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

Motion by Commissioner Larke 2nd by Commissioner Sasser to exit Executive Session at 10:48 a.m.

Not Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to execute the Closed Meeting Affidavit

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Cioffi announced 5-minute break, resume meeting at 10:53 a.m.

III. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – NetJets Management Services Agreement – Herbert L. Judon, Jr.

Motion by Commissioner Fennoy 2nd by Commissioner Harris to approve amended NetJets Management Services Agreement with strike through of contract Article 8: Taxes, Section 8.1 "NetJets Proportionate Share of"

Discussion: Commissioner Troutman expressed concern regarding language of contract Article 8: Taxes, Section 8.1 "NetJets Proportionate Share of" but agreed strike through of this terminology is more acceptable.

Discussion; Unanimous Ayes; Motion Carries

B. Augusta Regional Airport (AGS) – NetJets Pricing Schedule and Standard Terms & Conditions for FBO Service Providers (Master Services Agreement) – Herbert L. Judon, Jr.

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve NetJets Pricing Schedule and Standard Terms & Conditions for FBO Service Providers (Master Services Agreement)

Discussion; Majority Ayes; Commissioner Troutman abstained from the vote; Motion Carries

- C. Augusta Regional Airport (AGS) – Mass Media Marketing, LTD (M3) Contract (Bid. RFQ 26-172) – Lauren Smith

Motion by Commissioner Larke 2nd by Commissioner Cioffi to approve Mass Media Marketing, LTD (M3) Contract (Bid. RFQ 26-172)

Discussion: Commissioner Troutman inquired if this is the marketing company that had problems during Masters – Lauren responded no, that is Departure Media; she has matrix showing success Discussion; Unanimous Ayes; Motion Carries

IV. INFORMATION

- A. 9/11 Remembrance – Herbert L. Judon, Jr.
 B. Importance of Codifying Commission Directives Through Formal Motions – Herbert L. Judon, Jr.

ADJOURN MEETING

Motion to adjourn by Commissioner Cioffi 2nd by Commissioner McKnight
No Discussion; Unanimous Ayes; Motion Carries

Meeting Adjourned at 11:26 a.m.

 Michael Cioffi, Vice-Chairman
 Augusta Aviation Commission

 Date

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Augusta
GEORGIA

Evaluation RFP Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.
Evaluation Date: Thursday, August 20, 2026 @ 3:00 p.m.

Vendors

Evaluation Criteria	Phase 1					Phase 2					Weighted Scores				
	Ranking	Points	Scale 0 (Low) to 5 (High)			Ranking	Points	Scale 0 (Low) to 5 (High)			Ranking	Points	Scale 0 (Low) to 5 (High)		
			Pass/Fail	Pass	Fail			Pass	Fail	Pass			Fail		
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
2. Qualification & Experience	(0-5)	20	4.7	4.7	4.7	3.7	3.0	93.3	74.7	60.0					
3. Organization & Approach	(0-5)	15	3.9	4.7	4.7	3.4	2.7	59.0	51.0	40.0					
4. Scope of Services • Minimum of five (5) years of experience in buying media, developing strategic advertising plans, designing creative concepts and materials to implement those plans, and producing or coordinating the production of the advertising for a business or organization comparable in size and scope to the Augusta Regional Airport • Experience in the development of detailed annual media plans, public relations campaigns, multimedia advertising (design, produce, and buy), web site design and marketing, and direct marketing • Industry accepted research data that identifies audience ratings to justify advertising buys and expenditures with monthly reports showing reach and frequency brand positioning, and response in consultation and creative support in order to reinforce brand positioning, and respond quickly to opportunities that present themselves such as improvements in fares, services or economic development opportunities • Experience developing outreach strategies designed to develop strategic alliance partnerships in order to expand the Airport's alliance partner base both for air service development and economic development purposes.	(0-5)	15	4.3	4.8	3.7	3.2	65.0	72.5	56.0	47.5					
5. Schedule of Work	(0-5)	5	3.8	3.8	3.3	2.0	19.2	19.2	16.7	10.0					
6. Financial Stability	(0-5)	5	4.3	4.8	2.7	2.7	21.7	24.2	13.3	13.3					
7. References	(0-5)	5	5.0	4.7	3.7	1.3	25.0	23.3	18.3	6.7					
8. Proximity to Area - enter the point value for the one line only - Weighted	5	10	5.0	5.0	5.0	5.0	50.0	50.0	0.0	0.0					
Within Richmond County	5	6					0.0	0.0	0.0	0.0					
Within CSA	5	4					0.0	0.0	0.0	0.0					
Within Georgia	5	2					10.0	0.0	0.0	0.0					
Within SE	5	1					0.0	0.0	5.0	0.0					
All Others															
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			26.8	27.7	22.9	17.2	293.2	352.5	235.0	197.5					
Phase 2 (Option - Numbers 8-10) [Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award]	(0-5)	10													
9. Presentation by Team	(0-5)	5													
10. Q&A Response to Panel Questions	(0-5)	5													
11. Cost/Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) - Weighted	5	10	5.0	5.0	5.0	5.0	50.0	50.0	0.0	0.0					
Lowest Fees	5	6					30.0	0.0	0.0	0.0					
Second	5	4					0.0	0.0	0.0	0.0					
Third	5	2					0.0	0.0	0.0	0.0					
Fourth	5	1					30.0	50.0	0.0	0.0					
Fifth															
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			31.8	32.7	22.9	17.2	323.2	402.5	235.0	197.5					
Total Cumulative Score (Maximum point is 500)			31.8	32.7	22.9	17.2	323.2	402.5	235.0	197.5					
Internal Use Only															
Evaluator: Cumulative	Date:	8/20/26	8/21/26												
Procurement Department Representative:		Nancy Williams													
Procurement Department Completion Date:		8/20/26	8/21/26												



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 53
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 202
Georgia Procurement Registry: 2105
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
Aqua Marketing & Communications, Inc. 360 Central Ave., Ste. 420 St. Petersburg, FL 33701	Yes	Yes	2656185	Yes	Yes	Yes	Yes
Bosun 3000 Old Alabama Road Suite 119-348 Alpharetta, GA 30022	Yes	Yes	705903	Yes	Yes	Yes	No
Code of Entry 100 Grace Hopper Ln, Suite 3739 Augusta, GA 30901	Yes Not Notarized	No Non-Compliant	3010108	Yes Not Notarized	No USB	No	N/A
Cox Media 6205B Peachtree Dunwoody Rd Atlanta, GA 30328	Yes	Yes	2453574	Yes	Yes	Yes	No
Designsensory 1740 Commons Point Drive Knoxville, TN 37932	Yes	Yes	2928997	Yes	Yes	Yes	No



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Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
M3 Agency 229 Furrys Ferry Rd., Suite 123 Augusta, GA 30907	Yes	Yes	785162	Yes	Yes	Yes	Yes
MDOT Global, LLS 933 Pine Log Rd. #1080 Alken, SC 29803	Yes	Yes	2997711	Yes	Yes	Yes	No
Roseland Concessions 3816 Melvin Drive SW Atlanta, GA 303321	Yes	Yes	2079550	Yes	Yes	Yes	No
GoSeeTell Network, Inc. dba Sparkloft Media 225 SW Broadway, Suite 400 Portland OR 97205	Yes	Yes	1757801	Yes	Yes	Yes	No
Stripe Theory 1200 Spring St., NW Atlanta, GA 30309	Yes	Yes	1635133	Yes	Yes	Yes	No



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
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Total Number Specifications Mailed Out: 53
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 202
Georgia Procurement Registry: 2105
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942	Yes	Yes	3007933	Yes	Yes	Yes	Yes
TKCG, Inc. dba Trevelino Keller 1042 Northside Drive, Suite 960 Atlanta, GA 30318	Yes	Yes	640742	Yes	Yes	Yes	Yes
Rebel 501 Linden Ct. Mars, PA 160546							

Late
Non-Compliant



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September 22, 2026

Andy Penick, Procurement Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: Mass Media Marketing, LTD. (M3) Recommendation of Award (ROA) – Bid RFQ 26-172

Dear Mr. Penick,

I am requesting RFQ 26-172, for the Airport Marketing Agency Procurement, to be awarded to Mass Media Marketing, LTD (M3), for three years with two one-year options to extend.

Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon, Jr." The signature is written in a cursive style.

Herbert L. Judon, Jr., A.A.E., IAP
Executive Director
(706)796-4040
hjudon@augustaga.gov

Cc: Nancy M. Williams, Contract Compliance Administrator, Augusta Procurement Department



Public.Services.Committee.Meeting

Meeting Date: 09/29/2026

Augusta Regional Airport (AGS) - NetJets Management Services Agreement

Department:	Augusta Regional Airport (AGS)
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Augusta Regional Airport (AGS) – Approve NetJets Management Services Agreement
Background:	BA Augusta, LLC. executed a ground lease agreement with Augusta Regional Airport/Augusta-Richmond County Commission (ARCC) on August 15, 2023. On November 6, 2024, BA Augusta, LLC., submitted a formal letter requesting that the Augusta Aviation Commission (AAC) approve the assignment of the ground lease to NetJets Services, Inc., in accordance with Article VII, Section O of the ground lease agreement. NetJets Services, Inc., submitted a formal letter dated November 11, 2024, agreeing to accept the assignment of the BA Augusta, LLC. ground lease agreement upon approval by the AAC and the ARCC. The assignment was approved at the November 2024 Commission Meeting. Prior to the lease assignment, the Airport requested that NetJets construct a hangar and aircraft parking ramp for their use around the Masters Tournament. The Airport incentivized this investment by agreeing to waive landing and ramp fees for NetJets aircraft during the ground lease term. NetJets has begun construction on a 29,000-square-foot hangar, a 7,748-square-foot general aviation terminal, and an adjacent 475,000-square-foot concrete aircraft parking apron. The apron construction was completed in March 2026, and the hangar and terminal are scheduled to be completed by October 2026. NetJets intends to use the hangar and ramp for 16 days around the Masters tournament and has requested that the Airport manage the hangar and property during the 50 weeks of the year that they will not be using the facility. Airport staff have negotiated a management services agreement under which 100% of the rental revenues during this 50-week period are allocated to the Airport.
Analysis:	Airport staff evaluated the tradeoffs between revenue lost due to the waived NetJets' landing and ramp fees and the potential revenues associated with the hangar rental opportunity, as well as increased Airport activity during the Masters Tournament, including fuel revenues from new tenants / based aircraft and additional landing and ramp fees attributable to increased apron capacity.

Staff concluded that the management services agreement will result in positive cash flow for the airport.

This agreement has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact:

Airport Enterprise Funds Revenue Account

Alternatives:

N/A

Recommendation:

Approve NetJets Management Services Agreement

Funds are available in the following accounts:

Account #551000000-3492514

REVIEWED AND APPROVED BY:

N/A



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Augusta Aviation Commission Special Called Meeting

September 10, 2026

9:00 a.m.

Orwen Aviation Commission Chambers

2nd Floor – Terminal Building

Commission Members: Commissioner Michael Cioffi; Commissioner Randy Sasser;
Commissioner William Fennoy; Commissioner Charles Larke;
Commissioner Marshall McKnight; Commissioner James Germany;
Commissioner Dan Troutman;

Absent: Commissioner Ronic West; Commissioner Larry Harris;
Commissioner Kay Roland; Commissioner Wilbert Barrett;
Commissioner Davis Beman

Staff: Mr. Herbert L. Judon, Jr.; Ms. Lauren Smith;
Mr. Robert Kerr – Staff Attorney; Mr. Kenneth Hinkle;
Mr. Stephen Hedden; Ms. Elizabeth Giles;
Ms. Diane Johnston; Capt. Tindell; Ms. Jennifer Humphrey

Others: Mr. Edwin Scott – Mead & Hunt via Teams

CALL TO ORDER & PRAYER – Vice-Chair Commissioner Michael Cioffi called the meeting to order at 9:01 a.m. and offered prayer.

I. AGENDA & MINUTES

A. September 10, 2026, Augusta Aviation Commission Special Called Meeting Agenda

B. August 27, 2026, Augusta Aviation Commission Meeting Minutes

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve September 10, 2026, Augusta Aviation Commission Special Called Meeting Agenda, August 27, 2026, Augusta Aviation Commission Meeting Minutes

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Larry Harris arrived at 9:03 a.m.

September 10, 2026

Page 2 of 2

II. EXECUTIVE SESSION

Motion by Commissioner Fennoy 2nd by Commissioner Larke at 9:03 a.m. to enter Executive Session to discuss Real Estate and Potential Litigation.

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Ronic West arrived at 9:07 a.m.

A. To Discuss Real Estate

Requested to remain in Executive Session A: Airport Legal Counsel, Mr. Robert Kerr, Mr. Herbert L. Judon, Jr., Mr. Stephen Hedden, Ms. Diane Johnston, Mr. Ken Hinkle

B. To Discuss Potential Litigation

Requested to remain in Executive Session B: Airport Legal Counsel, Mr. Robert Kerr, Mr. Herbert L. Judon, Jr.

C. Motion to authorize execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

Motion by Commissioner Larke 2nd by Commissioner Sasser to exit Executive Session at 10:48 a.m.

Not Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to execute the Closed Meeting Affidavit

No Discussion; Unanimous Ayes; Motion Carries

Commissioner Cioffi announced 5-minute break, resume meeting at 10:53 a.m.

III. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – NetJets Management Services Agreement – Herbert L. Judon, Jr.

Motion by Commissioner Fennoy 2nd by Commissioner Harris to approve amended NetJets Management Services Agreement with strike through of contract Article 8: Taxes, Section 8.1 "NetJets Proportionate Share of"

Discussion: Commissioner Troutman expressed concern regarding language of contract Article 8: Taxes, Section 8.1 "NetJets Proportionate Share of" but agreed strike through of this terminology is more acceptable.

Discussion; Unanimous Ayes; Motion Carries

B. Augusta Regional Airport (AGS) – NetJets Pricing Schedule and Standard Terms & Conditions for FBO Service Providers (Master Services Agreement) – Herbert L. Judon, Jr.

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve NetJets Pricing Schedule and Standard Terms & Conditions for FBO Service Providers (Master Services Agreement)

Discussion; Majority Ayes; Commissioner Troutman abstained from the vote; Motion Carries

- C. Augusta Regional Airport (AGS) – Mass Media Marketing, LTD (M3) Contract (Bid. RFQ 26-172) – Lauren Smith

Motion by Commissioner Larke 2nd by Commissioner Cioffi to approve Mass Media Marketing, LTD (M3) Contract (Bid. RFQ 26-172)

Discussion: Commissioner Troutman inquired if this is the marketing company that had problems during Masters – Lauren responded no, that is Departure Media; she has matrix showing success Discussion; Unanimous Ayes; Motion Carries

IV. INFORMATION

- A. 9/11 Remembrance – Herbert L. Judon, Jr.
 B. Importance of Codifying Commission Directives Through Formal Motions – Herbert L. Judon, Jr.

ADJOURN MEETING

Motion to adjourn by Commissioner Cioffi 2nd by Commissioner McKnight
No Discussion; Unanimous Ayes; Motion Carries

Meeting Adjourned at 11:26 a.m.

 Michael Cioffi, Vice-Chairman
 Augusta Aviation Commission

 Date

NETJETS**MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (this "Agreement") is entered into between NetJets Services, Inc., a Delaware corporation, with its principal place of business at 4111 Bridgeway Avenue, Columbus, OH 43219, for itself and for its subsidiaries and its Affiliates (as defined below) (collectively "NetJets"), and Augusta Georgia, a political subdivision of the State of Georgia, by and through its Augusta Aviation Commission ("Augusta") with its principal place of business at 1501 Aviation Way, Augusta, GA 30906, dated September 8th, 2026 (the "Effective Date"). This Agreement sets forth the compensation and general terms and conditions agreed to by NetJets and Augusta with respect to certain management services provided by Augusta to NetJets. NetJets and Augusta may be referred to herein collectively as the "Parties" and/or individually as a "Party."

WHEREAS, Augusta is the owner of that certain municipal airport known as the Augusta Regional Airport, located at 1501 Aviation Way, Augusta, GA, 30906 (the "Airport");

WHEREAS, Augusta and NetJets have a certain Augusta Regional Airport Property Lease Agreement dated August 15, 2023 as amended for the first time on February 4, 2025 and second time on September 1, 2025 (the "Lease");

WHEREAS, during the term of this Agreement, the Parties desire for Augusta to provide certain management services to NetJets for the NetJets improvements that have been constructed at the Airport in accordance with the Lease ("NetJets Facilities").

ARTICLE 1. DEFINITIONS**1.1 Defined Terms:**

"Affiliate" means any domestic or foreign Person, whether or not currently existing that is or becomes ultimately owned or controlled by NetJets. This term also shall include any Person that (a) is licensed by NetJets Inc. to use the "NetJets®" trademark and (b) has entered into one or more agreements for establishing or operating a "NetJets®" branded aviation service.

"Aircraft" means any aircraft that is owned, operated, or managed by NetJets, an Affiliate, or any Person with whom NetJets or an Affiliate has contracted with to fly a flight on behalf of NetJets or an Affiliate, including, without limitation, NetJets Sales, Inc., NetJets Aviation, Inc., Executive Jet Management, Inc., NetJets Transportes Aereos, S.A., NetJets Aviation, Sociedade Unipessoal, Lda, Executive Jet Management (Europe) Limited, or any other subsidiary of NetJets or its on-site maintenance, repair and operation third party supplier.

"Confidential Information" means without designation, NetJets' employee information, and NetJets' owners' personal, family and travel information, preferences and customs, home addresses and information and conversations overheard while Augusta is providing services hereunder, and any NetJets documents such as flight releases, brief sheets and logistic reports. Confidential Information shall also include any other information designated by NetJets as "confidential," provided, however, that Confidential Information shall not include any information in the public domain or generally available to the public, any information developed by a Party on its own and without the assistance of the other Party, or information available to a Party from a third party unrelated to the activities of the Parties under this Agreement and who is not under any obligation to refrain from releasing or disclosing such information. This definition and agreement are subject to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

"Control" in this paragraph refers specifically to the FBO, as it relates to a Person, and means the power, directly or indirectly to (i) vote approximately fifty percent (50%) or more of the securities that have ordinary voting power for the election of that Person's directors; or (ii) to direct or cause the direction of management and policies of that Person whether by voting power, contract, or otherwise. For the purposes of this definition, if a Person obtains Control by acquiring more than fifty percent (50%) of the securities that have ordinary voting power for the election of that Person's directors, that acquisition may be accomplished by multiple transfers.

"NetJets Passenger" means any passenger of a flight operated by, or on behalf of, NetJets or an Affiliate.

"Operating Expenses" means the expenses incurred by Augusta in providing the Services to NetJets for the NetJets Facilities. Operating Expenses shall not include: (i) depreciation and amortization; (ii) expenses incurred by Augusta to prepare, renovate, repaint, redecorate or perform any other work in any space other than the NetJets Exclusive Use Space; (iii) expenses incurred by Augusta for

repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation; (iv) expenses incurred by Augusta to lease space to new tenants or to retain existing tenants including leasing commissions, advertising and promotional expenditures; (v) expenses incurred by Augusta to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with a financing, sale or syndication of the Airport; (vi) interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Agreement is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Agreement is subject or subordinate thereto; (vii) cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles are properly classified as capital expenditures; (viii) expenses for the replacement of any item covered under warranty; (ix) cost to correct any penalty or fine incurred by Augusta due to Augusta's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Augusta of any of the Operating Expenses; (x) cost of repairs necessitated by Augusta's negligence or willful misconduct; (xi) expenses for any item or service which NetJets pays directly to a third party or separately reimburses Augusta and expenses incurred by Augusta to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the Airport, or third parties; (xii) expenses for any item or service not provided to NetJets but exclusively to certain other tenants or occupants of the Airport; (xiii) any administrative or property management fee for the Airport; (xiv) salaries of (a) employees above the grade of building superintendent or building manager and (b) employees whose time is not spent directly and solely in the operation of the Airport; (xv) Augusta's general corporate overhead and administrative expenses except if it is solely for the Airport; (xvi) business interruption insurance or rental value insurance; (xvii) reserves; (xviii) fees paid to affiliates of Augusta to the extent that such fees exceed the customary amount charged for the services provided; (xix) any costs and expenses of removing, maintaining or replacing any substance or matter which may be deemed hazardous under any federal, state, or local environmental law, rule, regulation, ordinance, or order, or any costs and expenses of complying with such federal, state, or local environmental law, rule, regulation, ordinance, or order, including without limitation any cost of maintaining, or any cost of complying with applicable wetlands statutes; (xx) other items not customarily included as Operating Expenses for similar airports.

"Person" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.

"Services" means the services provided to NetJets by Augusta pursuant to this Agreement and as outlined in Exhibit C, including, but not limited to, maintenance, repair, and replacements, , janitorial

services, utilities, landscaping, security, and necessary staffing to provide the Services. NetJets may at its discretion have its own employees or contractors perform the same or additional services.

"Special Damage" means any damage to an Aircraft, caused by the negligence or willful misconduct of Augusta, its agents, employees, or contractors, that results in (i) an Aircraft to be down for maintenance for more than seventy-two (72) hours, (ii) NetJets' needing to position another Aircraft to replace the affected Aircraft on less than four (4) hours' notice, (iii) NetJets' needing to subcontract a flight, or (iv) a reasonable expectation that there will be diminution in the Aircraft's value.

"Subcontractor" means any Person, at any tier, having an agreement with Augusta to perform a portion of Augusta's obligations under this Agreement.

"Workers' Compensation Laws" means the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Services are to be provided.

ARTICLE 2: TERM.

The initial term of this Agreement shall be five (5) years and shall begin on the Effective Date (the "Management Term"). NetJets shall have the option to renew the Management Term for four (4) additional consecutive terms of five (5) years each. Either Party may terminate this Agreement prior to the termination date with Cause. "Cause" shall include, but is not limited to, the failure of a Party to materially comply with the terms of this Agreement. NetJets reserves the right to terminate this Agreement for convenience with 30-day written notice to Augusta, prior to the expiration date of the Management Term.

Termination of the Agreement for Default. Failure of NetJets, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta may terminate this contract in part or in whole upon written notice to NetJets pursuant to this term.

Augusta may terminate this contract in part or in whole upon 30-day written notice to NetJets.

ARTICLE 3: OPERATING EXPENSES

Augusta, pursuant to this management agreement, shall be responsible for Operating Expenses as defined. For all other expenses, Augusta shall invoice NetJets as the expense arises.

All payments shall be remitted to:

Augusta Georgia

Augusta Aviation Commission

1501 Aviation Way

Augusta, GA 30906

All invoices and Annual Statements shall be addressed as follows:

NetJets

4111 Bridgeway Avenue

Columbus, OH 43219

Attn: Corporate Real Estate _____

Email: Realestateap@netjets.com _____

INVOICES WHICH DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

NetJets shall have the right, at its expense, to examine and audit Augusta's books and records pertaining to Operating Expenses incurred and attributable to the Airport or NetJets Facilities provided that NetJets (i) shall first give Augusta at least ten (10) days' prior written notice of the exercise of NetJets' audit right, (ii) shall conduct such audit within sixty (60) days after receipt of the disputed expense invoice, and (iii) shall only exercise this right by independent certified public accountants and not by an auditor for a contingency fee or fee based upon NetJets' savings or refund. NetJets shall supply Augusta with a copy of any audit upon receipt and shall keep any information gained from such audit confidential. If NetJets' audit reveals an error by Augusta that exceeds three percent (3%) of the amount charged to NetJets, then Augusta will pay NetJets's actual costs of the audit, not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). In addition, Augusta shall pay to NetJets within thirty (30) days of such audit, any deficiency due and owing to NetJets. If NetJets fails to exercise its right to audit Augusta's books and records within the 60-day period set forth in this Section, then NetJets shall be deemed to have waived its right to audit and the Annual Statement of Operating Expenses for the subject period shall be deemed to be accurate.

ARTICLE 4: RIGHT OF OFFSET

In the event Augusta shall fail to perform any obligation specified in this Agreement, then in addition to any other rights NetJets may have under this Agreement, NetJets may, after the continuance of any such default for thirty (30) days after written notice thereof by NetJets to Augusta (or if such default is of a type that would reasonably take more than thirty (30) days to cure, such longer period of time, so long as Augusta has commenced to cure within said thirty (30) day period and is diligently pursuing the same to completion), cure such default all on behalf of and at the expense of Augusta and Augusta shall, within thirty (30) days of receipt of demand, pay NetJets the amount so paid by NetJets together with interest thereon at the rate of twelve percent (12%) per annum (or the highest rate permitted by law, if less than 12%) from the date of payment until repayment, and NetJets may, to the extent necessary, withhold any and all payments thereafter due to Augusta under this Agreement and apply the same to the payment of such indebtedness.

ARTICLE 5: NETJETS FACILITIES MANAGEMENT

5.1. The Parties acknowledge that NetJets' office and storage space within NetJets Subleased Area is exclusive to NetJets ("NetJets Exclusive Space"), as shown on Exhibit A, shall be secured at all times with access thereto limited to NetJets and individuals authorized by NetJets to enter the NetJets Exclusive Space. Augusta and its employees and contractors may enter NetJets Exclusive Space only for the purpose of providing the Services under this Agreement. Such access by Augusta shall be in accordance with Article 6 of this Agreement. In addition, NetJets shall have exclusive use of the NetJets Facilities for the period that begins ten (10) days prior to the first day of the annual Masters Golf Tournament ("MGT"), four (4) days of tournament play, and ends two (2) days after the final day of the MGT (the "MGT Exclusive Use Period"), as well as any other period agreed upon by the Parties with at least seventy two (72) hour advance notification in writing. Augusta may lease any portion of the NetJets Facilities (other than the NetJets Exclusive Use Space) to third parties, except for the third-party aircraft operators outlined in Exhibit B, for airport purposes at any time during the Management Term other than the MGT Exclusive Use Period or any other exclusive use period agreed to between the Parties ("Third-Party Leasing"). NetJets will incur ramp fees for use of any ramps outside of the NetJets Facilities during the MGT Exclusive Use Period. Augusta shall collect 100% of the revenue generated from any Third-Party Leasing as a management fee. This fee structure is predicated on FBO & fuel concessions by Augusta to NetJets as outlined in the service agreement.

5.2. Parties acknowledge NetJets has provided Augusta with a preferred facilities management practices document to be used for training staff and maintaining the NetJets Facility. NetJets agrees this document is not proprietary and may be utilized by AGS for any airport owned or operated building.

ARTICLE 6: EXCLUSIVE USE SPACE

Augusta may enter the NetJets Exclusive Use Space at all reasonable times but upon not less than forty-eight (48) hours' prior notice (except in the event of an emergency) for the purpose of routine inspections of the NetJets Exclusive Use Space, or to perform Augusta's duties under this Agreement. Augusta shall exercise such access rights in a manner that does not unreasonably interfere with, or disrupt, NetJets' use or occupancy of the NetJets Exclusive Use Space, or the business conducted therein.

ARTICLE 7: MOST FAVORED NATION

Augusta shall not extend more favorable pricing or other terms and conditions than the terms and conditions hereof to any similarly situated project, organization, or Person. In such event, Augusta shall promptly notify NetJets thereof and offer such lower price or other more favorable terms and conditions to NetJets during the period in which such lower price or other more favorable terms and conditions are in effect. NetJets may, from time to time, and upon reasonable notice to Augusta request certification from Augusta's Chief Financial Officer that Augusta is in compliance with Article 7.

ARTICLE 8: TAXES

8.1 NetJets will pay any taxes, fees or other charges imposed by any national, local or airport authority on the provided Services except for taxes on Augusta's income. Augusta shall show all taxes, fees and other charges as separate items on the Annual Statement. Augusta shall keep NetJets informed at all times about the taxes, duties and charges existing or to be charged to NetJets. NetJets may, or at NetJets' request, Augusta shall, take all actions necessary to contest the validity, applicability of such taxes, duties and charges (including but not limited to withholding any tax) and at NetJets' request shall institute actions to recover past payments or avoid anticipated

payments. NetJets shall have no obligation to reimburse Augusta for taxes paid by Augusta if Augusta failed to pay the applicable taxes at the time such taxes were due and/or more than six (6) months have elapsed. Augusta shall promptly notify NetJets of any tax liability or potential tax liability, and of any pending or threatened tax audit or other proceeding that could lead to the imposition of tax liability upon NetJets. Augusta shall provide NetJets reasonable opportunity to participate in any audit or proceeding affecting NetJets' or its owner's/customer's interests. NetJets shall not be liable for (and Augusta shall pay) any tax liability imposed as a result of any audit where NetJets is not provided with such notice and opportunity to participate. Augusta may not enter into a settlement of or otherwise compromise any such audit or other proceeding without the written consent of NetJets, which consent shall not be unreasonably withheld or delayed.

8.2 All payments made in connection with the execution of this Agreement, or made in accordance with any provision herein, will be made free and clear of -- and without deduction or withholding for, or on account of -- any present or future taxes, duties, fees, assessments or governmental charges of whatever nature levied, collected, withheld or assessed by, or on behalf of, any relevant jurisdiction or any political sub-division or any authority thereof or therein unless, in NetJets' sole discretion, deduction or withholding of such taxes, duties, fees, assessments or governmental charges is required by law. NetJets may deduct and withhold any taxes, duties, fees, assessments or governmental charges that NetJets determines in its reasonable discretion are required to be withheld (including taxes that NetJets reasonably determine were required to have been withheld out of previous payments, but were erroneously not withheld). In such case, NetJets shall pay to Augusta payments required under this Agreement, net of such taxes, duties, fees, assessments or governmental charges.

8.3 NetJets may also delay payment under this Agreement if Augusta fails to comply with any written request to provide information or take other actions reasonably necessary for NetJets to satisfy information reporting obligations, imposed on, or with respect to, payments made pursuant to or in connection with this Agreement.

8.4 Nothing in this Agreement requires NetJets to bear any amount on account of, or in relation to, any income or withholding tax, fine, penalty, interest or other amount imposed on Augusta or on any payment made to Augusta under this Agreement.

8.5 For the avoidance of doubt, Augusta's withholding and reporting obligations under this Agreement also include obligations arising under the Foreign Account Tax Compliance Act (Internal Revenue Code sections 1471 through 1474), regulations and other related guidance, as well as obligations arising, if any, under intergovernmental agreements entered into between the United States and any another country, implementing related principles.

8.6 Indemnification. Augusta shall defend, indemnify, and hold harmless NetJets and its officers, directors, employees and agents against any and all claims, suits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorney and professional fees) (collectively "Liabilities") arising in connection with unpaid income or withholding taxes (including interest and penalties thereon) imposed on payments received by Augusta in connection with this Agreement, or with respect to Augusta's failure to provide sufficient information to NetJets to enable NetJets to satisfy its information reporting obligations with respect to such payments.

ARTICLE 9: INDEMNIFICATION

9.1 Each Party (the "Indemnitor") shall be liable for and hereby agrees to defend, indemnify and hold harmless the other Party (the "Indemnitee") and its respective subsidiaries, officers, agents,

directors, employees, guests and subcontractors (together with the Indemnitee, the "Indemnitee Affiliates") against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments (including reasonable attorneys' fees, costs and expenses) arising out of (a) the negligence, gross negligence, recklessness, intentional conduct or willful misconduct by Indemnitor or its employees, agents, representatives or subcontractor of any tier, their employees, agents or representatives (together with the Indemnitor, the "Indemnitor Affiliates") under this Agreement; (b) for the loss of, damage to or destruction of any property arising from Indemnitor Affiliates' acts or omissions (or the acts or omissions of its personnel); and/or (c) Indemnitor Affiliates' failure to be in compliance with applicable laws. In addition, Indemnitor shall be liable for and hereby agrees to defend, indemnify and hold harmless Indemnitee Affiliates against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments (including reasonable attorneys' fees, costs and expenses) brought, filed, asserted or alleged by Indemnitor Affiliates' personnel against Indemnitee Affiliates.

9.2 The indemnity obligations under this Article shall include, without limitation:

- (A). Loss of or damage to any property of NetJets, Augusta or any third party; and
- (B). Bodily or personal injury to, or death of any person(s), including without limitation employees of NetJets or any passengers on NetJets' Aircraft, or of Augusta or its subcontractor of any tier.

9.3 The invalidity, in whole or part, of any of the foregoing will not affect the remainder of such paragraph or any other paragraph in this Article. The Indemnitor's obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees or Indemnitee Affiliates

ARTICLE 10: COMPLIANCE WITH LAWS

10.1 Compliance with Laws. Augusta shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including, without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health and safety, Air Carrier Access Act (14 C.F.R. 382), the transportation of hazardous materials (49 C.F.R. 175), and airport regulations (where applicable), and any reasonable written instructions from NetJets. NetJets also shall be in compliance with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards during such time as NetJets is operating the NetJets Facilities, including but not limited to the Exclusive Use Period.

10.2 OFAC. Each Party represents and warrants that it is subject to Office of Foreign Asset Control statutes and regulations (31 C.F.R. Chapter V) ("OFAC") requirements and will take all actions required to comply with the terms of any sanctions program administered by OFAC. Notwithstanding any other term of this Agreement, neither Augusta nor NetJets shall be deemed in breach of its obligations under this Agreement if it refuses to take any action or inaction if such action or inaction would violate applicable laws, including without limitation OFAC or any other applicable governmental sanctions program.

10.3 ANTI-TRAFFICKING.

(A) NetJets will not tolerate nor condone human trafficking or slavery in any part of its global organization. Augusta agrees that Augusta's business and its supply chain will be free from human trafficking and slavery, which includes forced labor and unlawful child labor. Augusta agrees that it must avoid complicity in any practice that constitutes

trafficking in persons or slavery, and ensure there is no practice or activity that constitutes trafficking in persons or slavery in its supply chain.

(B) Violation. Any violation hereof shall be considered a material breach of this Agreement, with no notice and opportunity to cure, and shall constitute grounds for immediate cessation of all payments by NetJets to Augusta. In the event of such violation, Augusta shall fully cooperate with any investigation, including, without limitation, the review of Augusta's email and bank accounts.

ARTICLE 11: INSURANCE

11.1 Without limiting Augusta's (or any subcontractor's) liability to NetJets or third Parties hereunder, Augusta (and all subcontractors) at its sole cost agrees to maintain for at least the full period of this Agreement the following insurance coverage. Augusta shall be solely responsible for any deductibles and/or self-insured retentions associated with these insurances. Coverage will be placed with insurance carriers acceptable to NetJets, whose acceptance will not be unreasonably withheld; however, all insurers are to be rated no less than A-, VII rated by Best's Insurance Guide and maintain similar ratings with Standard & Poor and Moody's.

11.2 General Liability. Augusta shall maintain aviation general liability insurance. Limits shall be a minimum of: (i) the greater of \$25,000,000 per occurrence or Augusta's policy limits; and (ii) the greater of \$50,000,000 annual aggregate or Augusta's policy limits. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage for bodily injury and property damage, premises and operations coverage, independent contractor's coverage, contractual liability, products and completed operations coverage, coverage for explosion, collapse, and underground property damage, broad form property damage liability and personal injury liability, with the contractual exclusion removed. Coverage shall contain no exclusions for cross liability between insureds. Augusta shall also require that all of its subcontractors maintain similar general liability insurance.

11.3 Workers' Compensation. Augusta shall maintain workers' compensation insurance for all such Augusta's employees, including coverage under the applicable law of the jurisdiction where the work will be performed; and employer's liability insurance with minimum limits of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease and (iii) for each employee for bodily injury by disease, Augusta shall also require that all of its subcontractors maintain similar coverage. For the purposes of this Article 11, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

11.4 Automobile Insurance. Augusta shall maintain business automobile liability insurance for bodily injury and property damage including sudden and accidental pollution liability with a minimum single limit of \$5,000,000 per occurrence with respect to Augusta's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Services. NetJets also shall maintain business automobile liability insurance during such periods when it operates the NetJets Facilities, including but not limited to the Exclusive Use Period.

11.5 All insurance required herein shall be primary and non-contributory from any other insurance, deductible or retention that may be in effect. NetJets may in lieu of actual policies accept Certificates of Insurance. On the Effective Date and for any policy renewals Augusta (or any subcontractor) shall furnish to the other Party Certificates of Insurance evidencing such required insurance coverage). Said Certificates will include a provision whereby the

insurance carrier is required to provide directly to NetJets, thirty (30) days advance written notice before cancellation of coverage or material change in coverage takes effect for such policies evidenced on such Certificate, regardless of whether canceled by Augusta (or any subcontractor), insured, or insurance carrier. Augusta must monitor their subcontractors' coverages to confirm that subcontractors maintain requested insurance. Failure of either Party to provide Certificates of Insurance or incomplete Certificates of Insurance does not constitute a waiver of such Party's obligation to fulfill such insurance requirements. Augusta shall provide timely notice to their insurers and to NetJets of all damages to NetJets' property or of injuries to persons, which are related in any manner, directly or indirectly, to the work hereunder

11.6 NetJets shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of NetJets in performance of the work during the term of this Agreement.

11.7 Aviation General Liability. NetJets shall maintain commercial general liability insurance. Limits shall be a minimum of: (i) \$25,000,000 per occurrence for bodily injury or property damage; (ii) \$25,000,000 per occurrence for products or completed operations; and (iii) \$50,000,000 annual aggregate for products or completed operations' claims. NetJets shall maintain hangar keeper's liability insurance for a minimum limit of \$50,000,000 per aircraft per occurrence. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Supplier shall also require that all of its subcontractors maintain similar general liability insurance.

11.8 Workers' Compensation. NetJets shall maintain workers' compensation insurance for all such Supplier's employees, including coverage under the applicable law of the jurisdiction where the work will be performed; and employer's liability insurance with minimum limits of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease and (iii) for each employee for bodily injury by disease. Supplier shall also require that all of its subcontractors maintain similar coverage.

11.9 Automobile Insurance. NetJets also shall maintain business automobile liability insurance during such periods when it operates the NetJets Facilities, including but not limited to the Exclusive Use Period, for bodily injury and property damage including sudden and accidental pollution liability with a minimum single limit of \$5,000,000 per occurrence with respect to NetJets's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Services.

11.10 NetJets's policies shall be written by a responsible company(s), to be approved by Augusta, and shall name Augusta as Additional insured, except for worker's compensation, and shall be noncancellable except on thirty-(30) days' written notice (10 days for non-payment of premium) and of insurance shall be filed with the Director at the time of the execution of this Agreement.

ARTICLE 12. CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, ARISING OR

RELATED TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARE ARISING FROM CONTRACT OR OTHERWISE AND IRRESPECTIVE OF WHETHER THE PARTY HAD NOTICE OF ANY SUCH CLAIM.

ARTICLE 13. WARRANTY

Augusta warrants that the Services supplied pursuant to this Agreement shall be of the highest quality. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in this Agreement and such other warranties as are implied by law, custom, and usage of trade.

ARTICLE 14. GENERAL

14.1 Force Majeure. Neither Party shall be liable for delays due to strike or lockouts or other industrial disturbances (except for strikes or lockouts by Augusta's own workforce or subcontractor), fire, riots, acts of God, war, acts of enemies; insurrection; earthquakes, floods; unusual governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, acts of terrorism, sabotage, cyber-attacks, pandemics or epidemics, quarantine, shelter-in-place or other similar orders, explosions, or any other causes not within the control of Augusta or NetJets (collectively, "Force Majeure"); however, both Parties agree to seek to mitigate the potential impact of any such delay. Any Force Majeure delay shall not be the basis for a request for additional compensation.

14.2 Laws and Regulations. Augusta shall at all times comply with all applicable state, federal, and aviation laws, statutes, regulations, rules, ordinances, codes, guidelines and standards, including without limitation those governing wages, hours, desegregation, employment discrimination, employment of minors, health and safety, Air Carrier Access Act (14 C.F.R. 382), and the transportation of hazardous materials (49 C.F.R. 175). Augusta shall comply with equal opportunity laws and regulations to the extent that they are applicable. NetJets also shall comply with all applicable state, federal, and aviation laws, statutes, regulations, rules, ordinances, codes, guidelines, and standards during such periods when it operates the NetJets Facilities, including but not limited to the Exclusive Use Period.

14.3 Independent Contractor. Augusta is an independent contractor and all persons employed by Augusta in connection herewith shall be employees of Augusta and not employees of NetJets in any respect. Augusta is not an agent of NetJets and shall maintain complete control over its employees.

14.4 Use of Name. Augusta shall not use the name, logo, trademark or other symbol of NetJets in advertising or publicity releases, or other publicly distributed or posted materials, including, without limitation, NetJets lists or links to the other Party's web site, without the prior written consent of NetJets. All requests to use NetJets' name, logo, trademark or other symbol or to disclose that NetJets is a customer must be approved in writing by the applicable NetJets media relations representative. Furthermore, Augusta shall not claim or suggest, implicitly or explicitly, that NetJets' use of its products or services constitutes NetJets' endorsement of its products or services.

14.5 Confidential Information. Confidential Information of NetJets shall remain the exclusive property of NetJets. Augusta shall use Confidential Information of NetJets solely in the performance of its obligations hereunder. Any other use of Confidential Information shall be prohibited without the express prior written consent of NetJets. Augusta shall receive Confidential Information in confidence and shall not disclose Confidential Information to any third party, except (i) under court order, (ii) as required by applicable law, or (iii) as may be necessary to perform its obligations under this Agreement, and only to the extent that such third party agrees in writing to the restrictions of this Article with respect to such

Confidential Information. Upon request or upon termination of this Agreement, Augusta shall return to NetJets all Confidential Information in its possession in hard copy, magnetic, electronic form or otherwise. The terms of this Agreement, including without limitation either Party's business policies, plans, practices, manual and travel itineraries may not be shared in any form without the prior written consent of the other Party. Any breach by Augusta of its obligations under this Article is considered a material breach of this Agreement and in the event of such breach by Augusta, NetJets shall have the option to terminate this Agreement upon ten (10) days written notice. Augusta shall make each of its officers, directors, employees and subcontractors who provide services hereunder aware of Augusta's confidentiality obligations under this Agreement. Nothing in this Agreement prohibits Augusta from: (a) making any disclosure of information required by law; or (b) providing information to or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization or NetJets' designated legal compliance officer, with or without prior notice to NetJets.

14.6 Change in Control of the Fixed Base Operator (FBO). Augusta shall provide NetJets no less than ninety (90) days' written notice if Augusta is considering soliciting offers for the FBO. For purposes of this paragraph, Change in Control shall mean: (a) a merger or consolidation of Augusta with any other entity; (b) a transaction or series of related transactions in which a person, entity, or group of persons or entities, acting individually or in concert, becomes the beneficial owner (directly or indirectly) of approximately 50% or more of the FBO combined voting power of Augusta or otherwise assumes the power to manage the affairs of Augusta; or (c) the sale of all or substantially all of Augusta assets. If Augusta undergoes a Change in Control, NetJets shall have the option (in its sole discretion) to terminate this Agreement upon thirty (30) days' prior written notice to Augusta.

14.7 Assignment. Augusta may not assign any of its rights under this Agreement, except with the prior written consent of NetJets. NetJets' consent shall not be unreasonably withheld. All assignments of Augusta's rights without NetJets' consent are prohibited under this Article, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Article, a Change in Control is deemed an assignment of rights. Any purported assignment of rights in violation of this Article 14 is void. Except as set forth below, NetJets may not assign any of its rights under this Agreement, except with the prior written consent of Augusta. Notwithstanding anything to the contrary contained herein, NetJets may, without Augusta's consent, assign its rights under this Agreement to any members, parent, or subsidiary of NetJets, or any entity controlling, under the control of, or under common control with NetJets, or any successor company or entity that acquires all or substantially all of NetJets' assets or into which NetJets is merged, provided that (a) such assignee assumes in writing the relevant obligations of NetJets under this Agreement; and (ii) NetJets gives Augusta notice of such assignment no later than five (5) business days thereafter, accompanied by an executed counterpart of the assignment agreement.

14.8 Successors and Assigns. If there is an assignment of rights by Augusta, as set forth in this Article 14, a contemporaneous delegation is deemed to have occurred, and the Assignee is deemed to have assumed the assignor's performance obligations in favor of NetJets and is fully bound by the terms of this Agreement. As used in this Article, "Assignee" means any successor or permitted assign of Augusta.

14.9 Subcontract. Augusta shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of NetJets; and Augusta shall be fully responsible for the acts

or omissions of any subcontractor of any tier and of all persons employed by them, and neither the consent by NetJets, nor anything contained herein, shall be deemed to create any contractual relation between the subcontractor of any tier and NetJets.

14.10 Exclusivity. Nothing in this Agreement is to be construed as granting to Augusta an exclusive right to provide any or all of the Services anticipated herein. The use of Augusta's Services is completely discretionary with NetJets. The Parties agree that Augusta has reserved for itself exclusive control of storage and sale of all aviation fuels on or about the Airport.

14.11 Non-waiver. The failure of either Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

14.12 Severability. Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

14.13 Liens. Augusta hereby waives its rights to any mechanics lien or other lien under any applicable statutes or otherwise for any Services furnished in connection with this Agreement. If at any time there shall be evidence of the existence of any such lien or claim for Services furnished by Augusta or any other Party in connection with this Agreement, NetJets may use payment then due or to become due under this Agreement to discharge such lien or satisfy such claim and may credit such amount against the payment due or to become due to Augusta.

14.14 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Georgia, without regard to any otherwise applicable principles of conflicts of laws. NetJets and Augusta fix jurisdiction and venue for any action brought with respect to this Agreement in Augusta, Georgia.

14.16 Entire Agreement. This Agreement and any referenced attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Agreement, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. NetJets assumes no responsibility for any understanding or representation made by any of its employees, officers or agents during or prior to the negotiations and execution of this Agreement, unless such understanding or representation is expressly stated in this Agreement.

14.17 Notices. Notices to NetJets shall be sent to the address listed in the preamble, attention Global Procurement and with a copy to the Office of the General Counsel. Notices to Augusta shall be sent to the address listed in Article 1.

14.18 Authority to Sign. Each of the Parties represents and warrants that it has all necessary power and authority to enter into this Agreement, that the execution of this Agreement has been duly authorized by all requisite action and constitutes the valid and binding obligation of each Party, enforceable against it in accordance with its terms.

14.19 Counterparts. This Agreement may be executed by both Parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement. Signatures to this Agreement which are transmitted by facsimile or other electronic transmission shall have the same binding effect as original signatures.

14.20 Amendments. No amendment, change, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by each Party.

14.21 Subordination/Estoppels. This Agreement shall not constitute an interest in real estate but in all events shall be subject and subordinate to any mortgage, ground lease or underlying lease now or hereafter encumbering the NetJets Subleased Area or the improvements thereon or any portion thereof. In confirmation of such subordination, the parties hereto shall execute and deliver to the holder of such mortgage, ground lease or underlying lease such subordination instruments as the holder may reasonably request. Augusta shall at any time and from time to time, to execute, acknowledge and deliver to NetJets or its designee a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications), (ii) stating whether or not NetJets is in default of any covenant agreement or condition contained in this Agreement beyond any applicable notice and/or cure period, and if so, specifying each such default of which Augusta may have knowledge, (iii) stating the address to which notices to Augusta shall be sent, and (iv) such other information as may be reasonably requested by NetJets or its designee.

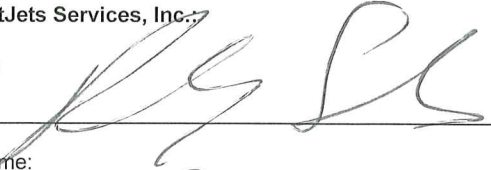
14.22 Prohibition against contingent fees. NetJets warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by NetJets for the purpose of securing business and that NetJets has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NetJets Services, Inc.:

By:



Name:

Randy Saunders

Title:

SVP Global Procurement

Date:

9-14-26

Augusta, Georgia, by and through the Augusta Aviation Commission :

By:

Name:

Title:

Date:



EXHIBIT B

List of Operators Not Allowed to Lease Space in the NetJets Facilities

- Clay Lacy
- Delta Private Jets
- Directional Aviation
- Airshare
- FlexJet
- FX Air
- Jet Aviation
- Jet Edge
- JetSuite
- Nextant Aerospace
- PlaneSense
- Sentient Jet
- Travel Management Company
- TWC/ACM
- VistaJet
- Wheels Up
- XOJET
- Bond Aviation

EXHIBIT C

Responsibility Matrix and Scope of Services

Expenses	Responsibility	
	NetJets	AGS
Utilities - Water/Sewer		X
Utilities - Refuse		X
Utilities - Electricity		X
Water/Sewer Maintenance	\$	Oversight
HVAC Maintenance, Repair, Replacement	\$	Oversight
Data Services (fiber, phone, etc.)	Exclusive Use	X
Janitorial Supplies		X
Access Control & Gate Maintenance	Exclusive Use	X
General Maintenance/Repairs Building (Doors, Floor, Roof, Plumbing, Systems)	\$	Oversight
Window Cleaning	\$	Oversight
Capital Improvements	X	
Pavement Maintenance (Sweep, Lighting, Markings, Concrete Repair)		X*
Lighting Maintenance	\$	Oversight
Electrical Maintenance	\$	Oversight
Landscaping/Mowing/Fence Maintenance		X
Pest Control		X
Fire Alarm Inspections/Monitoring/Security System		X
Janitorial Labor		X
Coffee / Water Services		X
Incremental Staffing	\$**	X
Management/Administration Labor		X
Insurance - General Liability	Both	Both
Insurance - Hangar Keepers	Both	Both
Insurance - Property	X	
Insurance - Workers Comp	Both	Both
Insurance - Auto	Both	Both
Stormwater Fees	X	
Taxes	X	

* Barring catastrophic occurrences due to construction discrepancies

** Dependent on NetJets needs / requirements outside of Masters

Notes:

\$ = NetJets reimburses expense

X = Responsible Party

Oversight = AGS responsible for coordination & maintenance

Article I. NetJets Preferred Facility Management Practices

Article II. GENERAL FACILITY OPERATIONS

Section 2.01 1. PURPOSE

Provide comprehensive inspection, management, operation, and maintenance of facilities to ensure safe, efficient, compliant, and uninterrupted business operations while preserving asset value and occupant experience.

Section 2.02 2. APPLICABLE STANDARDS & FRAMEWORK

- OSHA (General Workplace Safety & Operations)
 - Local Authority Having Jurisdiction (AHJ) and local building codes
 - Corporate/Environmental Health & Safety (EHS) policies and standards
 - Applicable system-specific codes (NFPA, ASME, NEC, ASHRAE, etc.)
 - Manufacturers (OEM) Specifications and Recommendations
-

Section 2.03 3. SCOPE OVERVIEW

Facilities management includes a multi-disciplinary mix of services covering:

- (a) **A. Hard Services (Maintenance)**
 - HVAC, electrical, plumbing systems, etc.
 - Building structure (roof, walls, doors, windows, etc.)
 - Fire life safety systems
 - (b) **B. Soft Services (Care)**
 - Janitorial and custodial services
 - Waste management and recycling
 - Grounds and landscaping
 - Security and access control
-

Section 2.04 4. FACILITY OPERATIONS MANAGEMENT

- Ensure daily facility operations run efficiently and without disruption
 - Manage service requests, work orders, and maintenance activities
 - Coordinate internal teams and external vendors
 - Maintain occupant comfort and workspace functionality
-

Section 2.05 5. PREVENTIVE & CORRECTIVE MAINTENANCE

- Develop and implement preventive maintenance schedules
- Perform routine inspections and servicing across all assets
- Execute corrective and emergency repairs as required
- Track maintenance history and lifecycle performance

Section 2.06 **6. GENERAL BUILDING MAINTENANCE**

Maintain all building components, including:

- (a) **Interior**
 - Floors, walls, ceilings
 - Lighting and fixtures
 - Restrooms, break areas, furnishings
 - (b) **Exterior**
 - Roofing, facade, windows, and doors
 - Parking lots, sidewalks, drainage systems
 - Exterior lighting, signage, and fencing
 - (c) **Core Systems**
 - HVAC, plumbing, electrical systems
 - Fire safety, alarms, and life safety equipment
-

Section 2.07 **7. INSPECTION & AUDIT PROGRAM**

- Conduct routine inspections of all facility areas:
 - Structural elements
 - Mechanical/electrical systems
 - Safety and compliance systems
 - Identify deficiencies and initiate corrective action
-

Section 2.08 **8. SAFETY & REGULATORY COMPLIANCE**

- Ensure compliance with all safety and regulatory requirements
 - Maintain safe working and operating environments
 - Conduct safety audits and risk assessments
 - Implement corrective actions for non-compliance
-

Section 2.09 **9. JANITORIAL & CUSTODIAL SERVICES**

- Routine cleaning of offices, restrooms, and common areas
 - Waste removal and recycling programs
 - Deep cleaning and sanitation as required
 - Maintain hygiene standards across all occupied spaces
-

Section 2.10 **10. GROUNDS & EXTERIOR MAINTENANCE**

- Landscaping and irrigation maintenance
 - Snow removal (where applicable)
-

- Exterior cleanliness and curb appeal
- Parking lot and walkway maintenance

Section 2.11 **11. WORK ORDER & SERVICE REQUEST MANAGEMENT**

- Receive, track, and prioritize work orders
- Coordinate response and resolution of maintenance issues
- Ensure timely completion of corrective actions
- Provide status updates and closure documentation

Section 2.12 **12. VENDOR & CONTRACT MANAGEMENT**

- Source and manage third-party vendors
- Define clear scopes of work and service expectations
- Monitor vendor performance against Service Level Agreements (SLAs)
- Coordinate specialized services (HVAC, elevators, fire systems, etc.)

Section 2.13 **13. DOCUMENTATION & REPORTING**

- Maintain:
 - Maintenance logs and inspection reports
 - Compliance documentation and certifications
 - Asset inventory and lifecycle data
- Provide audit-ready documentation

Section 2.14 **14. EMERGENCY RESPONSE & CONTINUITY**

- Develop and maintain emergency response procedures
- Respond to facility emergencies (power, water, structural issues)
- Coordinate emergency vendors and repairs
- Minimize operational downtime

Article III. **FIRE & LIFE SAFETY**

1. PURPOSE

Provide a comprehensive fire and life safety program to ensure protection of occupants, assets, and operations, while maintaining compliance with applicable codes including NFPA, IBC, IFC, and local AHJ requirements. Fire protection programs are essential to prevent loss of life, property, and operational disruption.

2. SYSTEMS INCLUDED IN SCOPE

A. Fire Detection & Alarm Systems

- Inspect, test, and maintain fire alarm control panels, detectors, pull stations, and notification devices.

- Verify monitoring service, battery backup, and system communication.
- Perform annual and periodic testing per NFPA requirements.

B. Fire Suppression Systems

- Sprinkler systems (wet, dry, pre-action, or deluge) inspected and maintained per NFPA.
- Verify valve positioning, pressure, system integrity, and obstructions.
- Maintain fire pumps, standpipes, and water supply systems.

C. Portable Fire Extinguishers

- Ensure proper placement, accessibility, tagging, and annual servicing per NFPA.
 - Conduct monthly visual inspections and maintain documentation.
-

3. MEANS OF EGRESS & LIFE SAFETY

- Maintain clear, unobstructed exit paths and doors.
 - Verify illuminated exit signage and emergency lighting functionality.
 - Ensure evacuation plans and occupant load signage are posted and maintained.
-

4. EMERGENCY SYSTEMS

- Test emergency lighting, backup power, and generators.
 - Maintain fire-rated doors, barriers, and compartmentation systems.
 - Develop and maintain emergency response and evacuation procedures.
-

5. INSPECTION, TESTING & MAINTENANCE (ITM) PROGRAM

- Establish routine inspection schedules aligned with NFPA standards.
 - Identify fire hazards, system impairments, and code deficiencies.
 - Perform visual inspections, functional testing, and preventative maintenance.
 - Maintain an impairment plan for planned / unplanned outages.
 - Utilize qualified personnel for all life safety system work.
-

6. DOCUMENTATION & COMPLIANCE

- Maintain complete records of inspections, testing, repairs, deficiencies, and corrective actions.
 - Ensure documentation is available for audits, AHJ review, and insurance.
 - Building owner (or designated representative) retains responsibility for compliance and system performance.
-

7. RISK MANAGEMENT & DEFICIENCY CORRECTION

- Identify fire hazards, system impairments, and code deficiencies.
- Implement corrective actions with defined timelines and escalation procedures.

- Maintain an impairment plan for planned/unplanned outages.
-

8. TRAINING & EMERGENCY PREPAREDNESS

- Ensure FBO personnel are trained on fire safety procedures and equipment use.
 - Conduct evacuation drills and emergency response exercises.
-

ELECTRICAL SYSTEM

1. PURPOSE

Provide a comprehensive electrical maintenance program to ensure safe, reliable, and code-compliant operation of all electrical systems; prevent outages and fire risks; and support continuous facility operations.

2. SYSTEMS INCLUDED IN SCOPE

A. Power Distribution Systems

- Main service entrance equipment
- Switchgear, switchboards, and panelboards
- Circuit breakers, fuses, and overcurrent protection devices

B. Electrical Infrastructure

- Electrical feeders, branch circuits, wiring, and cabling
- Transformers and power distribution equipment
- Busways and disconnect switches

C. Grounding & Protection Systems

- Grounding and bonding systems
- Surge protection devices (SPD)

- Arc flash protection (where applicable)

D. Lighting & Auxiliary Systems

- Interior and exterior lighting systems
- Emergency and exit lighting
- Controls, sensors, and timers

3. PREVENTATIVE MAINTENANCE PROGRAM

- Implement a structured Electrical Preventative Maintenance (EPM) program including inspections, testing, cleaning, and servicing
- Maintain compliance with NFPA, NEC, and OSHA safety standards

4. INSPECTION REQUIREMENTS

- Inspections should include panels, transformers, generators, and emergency lighting
- Perform routine and scheduled inspections of all electrical systems and components
- Inspect for:
 - Overheating, corrosion, and physical damage
 - Loose connections and degraded insulation
 - Proper labeling and circuit identification for any future modifications
 - Equipment accessibility and clearance

5. TESTING & DIAGNOSTIC REQUIREMENTS

- Conduct periodic testing including:
 - Circuit breaker operational testing (trip/reset)
 - Insulation resistance (megger) testing
 - Ground resistance and bonding verification
 - Infrared (thermal imaging) inspections to detect hot spots
- Perform functional testing of protective devices and relays
- Verify system performance under load conditions

6. ROUTINE MAINTENANCE TASKS

- Clean electrical enclosures, panels, and components
- Tighten terminations and electrical connections
- Inspect and maintain cables, conductors, and wiring systems
- Maintain lighting fixtures and replace failed components

7. BACKUP POWER & EMERGENCY SYSTEMS

- Test generators and UPS systems for proper operation
- Verify automatic transfer switch (ATS) functionality
- Inspect emergency lighting and backup systems
- Ensure readiness of all critical power systems

8. REPAIRS & CORRECTIVE MAINTENANCE

- Repair or replace defective components (breakers, wiring, transformers, etc.)
- Address overloaded circuits, voltage irregularities, and equipment failures
- Prioritize correction of identified hazards (e.g., overheating, arc risk)

- Perform emergency response to restore power and minimize downtime

9. SYSTEM OPERATIONS & PERFORMANCE

- Ensure stable electrical distribution and load balancing
- Support operational continuity for tenant and mission-critical systems

10. SAFETY & RISK MANAGEMENT

- Follow lockout/tagout (LOTO) procedures and electrical safety protocols
- Ensure work is performed by qualified personnel only
- Maintain safe working clearances and access to equipment

BACK-UP / EMERGENCY GENERATOR

N/A NetJets is not installing back-up generator.

HANGAR DOOR SYSTEMS

1. PURPOSE

Hangar door systems include mechanical, structural, and electrical components that must all be inspected and maintained together. Provide comprehensive inspection, maintenance, and operational oversight of hangar door systems to ensure safe, reliable operation while protecting aircraft, personnel, and facility assets.

2. SYSTEM COMPONENTS INCLUDED

- Door panels and structural frame
- Tracks, rails, and guides
- Rollers, wheels, and bearings
- Cables, pulleys, and lift systems
- Hinges and connection hardware
- Drive motors, gearboxes, and controls
- Hydraulic systems (where applicable)
- Safety devices (edge sensors, interlocks, emergency stops)
- Weather seals and closure systems

3. OPERATIONAL REQUIREMENTS

- Ensure smooth, reliable, and safe door operations under all conditions
- Prevent operational downtime impacting aircraft movement
- Maintain environmental sealing and security

4. PREVENTIVE MAINTENANCE PROGRAM

Implement a structured PM program including:

- Routine inspection of all components
- Cleaning and lubrication of moving parts
- Alignment and balance adjustments
- Inspection of cables, pulleys, and lifting systems
- Electrical and control system testing

- Scheduled professional inspections

5. INSPECTION REQUIREMENTS

A. Pre-Use Checks

- Perform visual inspection:
 - Frayed cables, loose components, visible damage
 - Misalignment or unusual movement
 - Unusual noise during operation
- Verify safe operation before opening/closing

B. Routine Inspections

- Inspect:
 - Tracks and rails for debris, obstruction, or damage
 - Rollers and bearings for wear
 - Hinges, fasteners, and connections
- Test door operation:
 - Smooth opening/closing
 - No binding, vibration, or hesitation

C. Periodic / Quarterly Inspections

Quarterly inspections focus on alignment, lubrication, and system integrity

- Verify:
 - Door alignment and balance
 - Cable tension and lifting mechanisms
 - Hydraulic system integrity (if applicable)
- Inspect:
 - Seals and weather protection
 - Structural components for corrosion or fatigue

D. Annual Professional Inspections

- Perform full system inspection including:
 - Motors, gearboxes, shafts, and pulleys
 - Structural connections and framing
 - Electrical controls and automation systems
- Provide formal inspection reports

6. CLEANING & LUBRICATION

- Clean:
 - Tracks, rails, and moving surfaces
 - Door panels and hardware
- Lubricate:
 - Rollers, bearings, hinges, chains, and drive components
- Ensure debris does not restrict movement

7. MECHANICAL SYSTEM MAINTENANCE

- Inspect and maintain:

- Cables, chains, and pulleys
 - Rollers, wheels, and bearings
 - Tracks and guide systems
- Replace worn or damaged parts promptly

8. ELECTRICAL & CONTROL SYSTEMS

- Inspect:
 - Motors and control panels
 - Wiring, sensors, and interlocks
- Test:
 - Emergency stop systems
 - Auto-reverse / safety sensors
- Adjust control settings as required

9. SAFETY SYSTEMS & DEVICES

- Verify functionality of:
 - Safety edges and sensors
 - Limit switches
 - Emergency stop mechanisms
- Ensure compliance with safety standards

10. STRUCTURAL & WEATHER COMPONENTS

- Inspect:
 - Door frame and panels for damage or corrosion
 - Weather seals and brushes for deterioration
- Maintain:
 - Proper sealing for environmental control

11. REPAIRS & CORRECTIVE ACTIONS

- Repair or replace:
 - Damaged cables, rollers, or tracks
 - Faulty motors or controls
 - Structural deficiencies
- Respond immediately to:
 - Door failures or operational issues
 - Safety hazards

12. SAFETY & COMPLIANCE

- Ensure compliance with:
 - OSHA safety requirements
 - Applicable building and operational standards
- Maintain safe operating procedures for personnel

13. DOCUMENTATION & REPORTING

- Maintain:
 - Inspection logs and maintenance records

- Repair and service reports
- Annual inspection certifications
- Track:
 - Recurring issues and corrective actions

14. EMERGENCY RESPONSE

- Respond to:
 - Door failure or inability to open/close
 - Safety system malfunction
 - Structural or mechanical failure
- Restore safe operation as quickly as possible

HVAC SYSTEM

1. PURPOSE

Provide comprehensive HVAC services to ensure reliable system performance, occupant comfort, indoor air quality, and operational continuity while maintaining compliance with applicable codes, standards, and manufacturer requirements.

2. SYSTEMS INCLUDED IN SCOPE

A. Air Handling & Distribution Systems

- Air Handling Units (AHUs), Rooftop Units (RTUs), Make-Up Air Units (MAUs)
- Supply, return, and exhaust duct systems
- Variable Air Volume (VAV) boxes and dampers
- Air balancing and airflow verification

B. Heating & Cooling Systems

- Chillers, boilers, split systems, VRF/VRV systems
- Condensers, cooling towers, and heat exchangers
- Refrigeration systems and associated piping

C. Controls & Automation

- Building Automation System (BAS) / Energy Management System (EMS)
- Thermostats, sensors, and control interfaces
- System scheduling, sequencing, and optimization

3. PREVENTATIVE MAINTENANCE PROGRAM

- Perform routine inspections, testing, and maintenance per manufacturer and industry standards
- Replace filters, belts, and worn components at defined intervals
- Clean coils, drain pans, and condensate systems
- Lubricate motors and inspect bearings and electrical connections
- Verify system performance and operating efficiency

4. SYSTEM OPERATIONS & PERFORMANCE

- Maintain temperature, humidity, and air quality within design parameters
- Identify and correct airflow, balancing, and pressurization issues
- Ensure proper operation of ventilation systems for occupied and industrial spaces

Hangar Specific:

- Maintain large-volume air distribution and destratification systems
- Address ventilation requirements for fuel vapors, exhaust, and maintenance activities
- Ensure proper pressurization and outside air control for hangar operations

5. INSPECTION, TESTING & TROUBLESHOOTING

- Conduct scheduled inspections of all HVAC equipment and controls
- Perform diagnostics for system failures, inefficiencies, or alarms
- Track equipment inventory, model/serial numbers, and lifecycle status
- Identify and document deficiencies requiring repair or replacement
- Verify refrigerant levels, electrical components, and mechanical integrity

6. REPAIRS & CORRECTIVE MAINTENANCE

- Complete repairs for failed or deficient components (motors, compressors, valves, controls)
- Provide emergency repair services to restore system functionality
- Coordinate shutdowns and minimize operational disruption

7. SAFETY & RISK MANAGEMENT

- Follow OSHA safety standards and lockout/tagout procedures
- Identify mechanical and electrical hazards and hazardous materials & proper storage
- Maintain safe access to equipment and service areas
- Coordinate work with facility operations and other trades

ICE MACHINE SYSTEMS

1. PURPOSE

Ice machine systems include internal components, external hardware, and supporting utilities such as filtration and drainage. Provide comprehensive maintenance, sanitation, inspection, and operational oversight of ice machines to ensure safe, compliant, and reliable production of clean ice while minimizing downtime and equipment failure.

2. SYSTEM COMPONENTS INCLUDED

- Ice-making unit (evaporator, compressor, condenser)
- Storage bin / dispenser
- Water supply lines and filtration systems
- Drain lines and pumps
- Controls, sensors, and electrical components

3. OPERATIONAL REQUIREMENTS

- Ensure continuous and reliable ice production
- Maintain sanitary conditions for all ice-contact components
- Monitor system performance and ice quality
- Prevent contamination, scale buildup, and mechanical failures

4. PREVENTIVE MAINTENANCE PROGRAM

Implement a structured maintenance program including:

- Routine cleaning and sanitation

- Descaling of mineral buildup
- Inspection of mechanical and electrical components
- Water filter inspection and replacement
- Professional servicing at defined intervals

5. CLEANING & SANITIZATION REQUIREMENTS

- Perform:
 - Cleaning (removal of dirt and residue)
 - Descaling (removal of mineral deposits)
 - Sanitizing (reduction of bacteria and microorganisms)
- Clean:
 - Ice bin and interior surfaces
 - Evaporator plates and water distribution system
 - Drain pans and lines
 - Exterior surfaces and controls

6. INSPECTION REQUIREMENTS

A. Routine Checks

- Verify ice quality (clear, odor-free, consistent shape)
- Check for leaks, abnormal noise, or vibration
- Ensure sanitary handling (scoops cleaned and stored properly)

B. Periodic Inspections (Weekly/Monthly)

- Inspect:
 - Ice storage bin for biofilm, mold, or residue
 - Water filters and flow
 - Drain lines for blockage
 - Condenser airflow and cleanliness

C. Scheduled Maintenance (Annual)

- Perform:
 - Deep cleaning and descaling
 - Condenser coil cleaning
 - Internal component inspection
 - System performance verification

7. WATER FILTRATION & QUALITY MANAGEMENT

- Inspect and maintain water filtration systems
- Replace filters per manufacturer guidelines
- Monitor for:
 - Scale buildup
 - Poor ice clarity
 - Odor or taste issues

8. PERFORMANCE MONITORING

- Track:

- Ice production rate
- Ice quality and consistency
- Energy and water usage
- Identify early signs of failure:
 - Reduced output
 - Cloudy or misshaped ice
 - System overheating

9. REPAIRS & CORRECTIVE ACTIONS

- Diagnose and repair:
 - Leaks or drainage issues
 - Mechanical failures (compressor, pumps, sensors)
 - Electrical/control system faults
- Address contamination risks immediately
- Remove machine from service if unsafe

10. SAFETY & COMPLIANCE

- Ensure compliance with health and sanitation standards
- Maintain clean and sanitary conditions at all times
- Prevent bacterial, mold, and slime buildup
- Ensure safe food handling practices

11. DOCUMENTATION & RECORDKEEPING

- Maintain:
 - Cleaning logs and sanitation records
 - Maintenance and service reports
 - Filter replacement logs
 - Inspection checklists

12. EMERGENCY RESPONSE

- Respond immediately to:
 - Contamination or health risk
 - Equipment failure or shutdown
 - Water leaks or drainage issues
- Provide rapid repair or temporary replacement solutions

JANITORIAL SERVICES

1. PURPOSE

Provide routine cleaning, sanitation, and waste management services to maintain a clean, safe, and professional facility environment supporting health, operations, and compliance.

Clean, structured janitorial programs reduce illness spread, extend asset life, and support regulatory compliance

2. SERVICE AREAS INCLUDED

- Offices and workspaces
- Hangars / industrial floor areas

- Restrooms and locker rooms
- Breakrooms and kitchens
- Lobbies, corridors, and common areas
- Stairwells, elevators, and entrances
- Exterior entry points (as applicable)

3. CORE SERVICE COMPONENTS

- Cleaning and sanitation
- Waste collection and recycling
- Floor care and maintenance
- High-touch surface disinfection
- Restocking consumables
- Visual inspection and issue reporting

4. HIGH PRIORITY / HIGH FREQUENCY SERVICES

General Cleaning

- Empty trash and recycling; replace liners
- Dust and wipe horizontal surfaces
- Clean and disinfect high-touch areas:
 - Door handles, switches, railings, elevator buttons

Floor Care

- Vacuum carpeted areas
- Sweep and mop hard floors (especially high-traffic zones)

Restrooms

- Clean and disinfect toilets, sinks, mirrors
- Refill soap, paper towels, and tissue
- Mop and sanitize floors

Breakrooms / Kitchens

- Clean counters, sinks, and tables
- Wipe appliances (exterior surfaces)

Common Areas

- Tidy lobby/reception areas
- Clean glass entryways and doors

5. DETAIL CLEANING / PREVENTIVE SERVICES

- Deep clean restrooms (tile, grout, fixtures)
- Dust vents, baseboards, and higher surfaces
- Clean interior glass and windows
- Disinfect desks, phones, and shared equipment
- Clean under furniture and fixtures

6. DEEP CLEANING / ASSET PROTECTION SERVICES

- Deep floor care:
 - Carpet shampoo / extraction
 - Strip/wax hard floors (as applicable)

- High dusting (ceilings, ductwork, lighting)
- Clean walls, partitions, and fixtures
- Deep clean kitchen equipment and appliances
- Sanitize trash receptacles and storage areas

7. FLOOR CARE PROGRAM

- Maintain consistent cleaning schedule based on traffic
- Perform:
 - Sweeping, mopping, vacuuming
 - Buffing and refinishing as required
- Address:
 - Spills immediately
 - Slip hazards

8. WASTE MANAGEMENT

- Trash removal as required
- Proper disposal of waste materials
- Reporting of hazardous waste issues

9. RESTROOM SANITATION

- Maintain clean and fully stocked facilities
- Ensure:
 - Proper sanitation
 - Odor control
 - Functional fixtures

10. HIGH-TOUCH & DISINFECTION PROGRAM

- Regular disinfection of:
 - Door handles, switches, shared equipment
- Use EPA-approved disinfectants where applicable

11. SAFETY & COMPLIANCE

- Follow OSHA safety standards including:
 - Chemical handling (SDS compliance)
 - PPE usage
 - Slip/trip hazard prevention
- Ensure:
 - Proper labeling and storage of cleaning chemicals

12. QUALITY CONTROL & INSPECTION

- Implement inspection checklist program:
 - Restrooms
 - Offices
 - Common areas

- Perform routine audits and scoring

13. DOCUMENTATION & REPORTING

- Maintain:
 - Cleaning logs and schedules
 - Inspection reports
- Report:
 - Maintenance issues (leaks, burnt bulbs, damage)

14. EMERGENCY / DAY PORTER SERVICES (AS REQUIRED)

- Spill cleanup
- Supplemental restroom service
- Event or high-traffic support
- Immediate hazard mitigation (wet floors, debris)

LANDSCAPING / GROUNDS MAINTENANCE

1. PURPOSE

Provide routine and seasonal maintenance of all exterior grounds and landscaped areas to ensure safety, proper functionality, and a professional appearance across all facilities.

2. SERVICE AREAS INCLUDED

- Lawns and turf areas
- Trees, shrubs, and plant beds
- Walkways, parking areas, and exterior hardscapes
- Irrigation systems
- Drainage systems
- Exterior lighting (landscape-related)
- Exterior common and entry areas

3. CORE SERVICE COMPONENTS

- Turf care and mowing
- Plant, tree, and shrub maintenance
- Irrigation system monitoring
- Weed and pest control
- Seasonal cleanup and preparation
- Snow and ice management (where applicable)
- Safety inspections and hazard removal

4. ROUTINE MAINTENANCE SERVICES (WEEKLY / BI-WEEKLY)

A. Turf & Lawn Care

- Mow grass and maintain proper height
- Edge sidewalks, curbs, and landscaped borders
- Remove clippings and debris

B. General Groundskeeping

- Remove litter and organic debris

- Clear walkways and parking lot edges
- Maintain clean and presentable exterior areas

5. PLANT & HORTICULTURAL CARE

- Trim and prune shrubs and trees
- Remove dead or damaged vegetation
- Maintain plant health through:
 - Fertilization
 - Watering
 - Seasonal care

6. WEED, PEST & SOIL MANAGEMENT

- Control weeds in turf, beds, and hardscapes
- Apply herbicides/pesticides as required (compliant use)
- Monitor for plant disease and infestations

7. IRRIGATION & WATER MANAGEMENT

- Inspect irrigation systems:
 - Sprinklers, valves, controllers
- Adjust watering schedules (seasonal)
- Identify leaks, misalignment, or damage
- Perform seasonal startup/shutdown

8. SEASONAL MAINTENANCE PROGRAM

Spring

- Irrigation startup and inspection
- Turf recovery and fertilization
- Pruning and planting

Summer

- Irrigation adjustments
- Frequent mowing and edging
- Pest and disease monitoring

Fall

- Leaf removal
- Aeration and overseeding
- Preparation for winter

Winter

- Snow and ice removal
- Winterization of irrigation systems
- Tree inspection for hazards

9. HARDSCAPE & EXTERIOR MAINTENANCE

- Inspect and maintain:
 - Sidewalks, curbs, and paved areas
- Remove debris and growth from hard surfaces

- Identify and report trip hazards

10. SAFETY & HAZARD MANAGEMENT

- Remove:
 - Fallen branches and debris
 - Overgrowth obstructing visibility
- Maintain clear sightlines near:
 - Parking areas
 - Access roads
- Address slip/trip hazards proactively

11. SAFETY & COMPLIANCE (OSHA)

- Conduct hazard assessments before work
- Use appropriate PPE:
 - Eye, hearing, hand, and foot protection
- Follow chemical handling procedures (SDS compliance)
- Ensure safe equipment operation

12. QUALITY CONTROL & INSPECTION

- Perform routine inspections of:
 - Turf health
 - Plant condition
 - Irrigation performance
- Maintain checklist-based verification
- Document deficiencies and actions

13. DOCUMENTATION & REPORTING

- Maintain:
 - Maintenance logs
 - Seasonal service reports
- Report:
 - Irrigation issues
 - Landscape damage
 - Safety concerns

14. EMERGENCY & SPECIAL SERVICES

- Storm cleanup (branches, debris)
- Tree removal (hazard mitigation)
- Irrigation repairs
- Snow/ice response (if applicable)

OVERHEAD & ROLL-UP DOOR SYSTEMS

1. PURPOSE

Provide comprehensive inspection, maintenance, and repair of overhead and roll-up door systems to ensure safe, reliable operation, minimize downtime, and protect facility operations.

Commercial doors are high-use mechanical systems where failure can result in downtime, safety hazards, and operational disruption

2. SYSTEM COMPONENTS INCLUDED

- Door panels / curtain (roll-up slats or sectional panels)
- Tracks, guides, and rails
- Rollers, hinges, and bearings
- Springs (torsion or extension)
- Cables, drums, and pulleys
- Motors, operators, and drive systems
- Sensors, safety edges, and photo-eyes
- Limit switches and controls
- Seals and weather stripping

3. OPERATIONAL REQUIREMENTS

- Maintain smooth and balanced door movement
- Ensure reliable opening/closing for operational flow (e.g., loading docks, service bays)
- Prevent safety risks to personnel and equipment
- Maintain facility security and environmental control

4. PREVENTIVE MAINTENANCE PROGRAM

Implement a structured PM program including:

- Routine inspections and condition assessments
- Lubrication of all moving components
- Alignment, balance, and tension adjustments
- Cleaning of tracks, panels, and sensors
- Safety device testing and verification
- Scheduled professional servicing

5. INSPECTION REQUIREMENTS

A. Daily / Routine Checks

- Visual inspection for:
 - Damage (dents, cracks, corrosion)
 - Misalignment or uneven movement
 - Unusual noise during operation
- Verify door opens/closes properly

B. Monthly / Routine Maintenance

- Inspect and clean:
 - Tracks, rollers, and guides
 - Door panels and seals
- Lubricate:
 - Hinges, rollers, springs, and bearings

- Test:
 - Smooth operation and balance

C. Quarterly / Semi-Annual Inspections

- Inspect:
 - Springs and cables for wear, corrosion, or fatigue
 - Hardware (bolts, brackets, connections)
- Verify:
 - Door alignment and balance
 - Motor/operator performance

D. Annual Professional Inspections

- Complete system inspection including:
 - Mechanical, electrical, and safety components
- Adjust:
 - Spring tension and door balance
- Provide:
 - Maintenance reports and repair recommendations

6. CLEANING & LUBRICATION

- Clean:
 - Tracks, panels, and sensors
- Lubricate:
 - Rollers, hinges, springs, chains, and bearings
- Use manufacturer-approved lubricants

7. MECHANICAL COMPONENT MAINTENANCE

- Inspect and maintain:
 - Springs and counterbalance systems
 - Cables, drums, and pulleys
 - Rollers and guide systems
- Adjust or replace worn components

8. ELECTRICAL & OPERATOR SYSTEMS

- Inspect:
 - Motors and drive systems
 - Wiring, panels, and connections
- Test:
 - Limit switches and travel settings
 - Emergency disconnects
- Adjust operator performance as needed

9. SAFETY SYSTEMS & DEVICES

- Test:
 - Auto-reverse mechanisms
 - Photo-eye sensors and safety edges

- Verify:
 - Emergency stop functionality
 - Proper guarding of moving components

10. ALIGNMENT & BALANCE

- Verify door alignment and level movement
- Adjust counterbalance systems as needed
- Ensure smooth operation without binding

11. SEALS & WEATHER COMPONENTS

- Inspect:
 - Weather stripping and seals
- Replace:
 - Damaged or worn seals
- Maintain environmental integrity

12. REPAIRS & CORRECTIVE ACTIONS

- Repair or replace:
 - Springs, cables, rollers, and tracks
 - Motors, operators, and controls
 - Damaged panels or structure
- Address operational issues immediately

13. SAFETY & COMPLIANCE

- Ensure compliance with:
 - OSHA and industry safety standards
- Maintain:
 - Safe operating conditions and procedures
- Restrict high-risk repairs (springs/cables) to qualified personnel

14. DOCUMENTATION & REPORTING

- Maintain:
 - Inspection and maintenance logs
 - Repair records and parts replaced
 - Safety test documentation
- Track recurring issues and lifecycle trends

15. EMERGENCY RESPONSE

- Respond to:
 - Door failure / inoperability
 - Safety system failure
 - Structural or mechanical issues
- Prioritize restoring safe operation

PEST CONTROL / INTEGRATED PEST MANAGEMENT (IPM)

1. PURPOSE

Provide proactive inspection, prevention, monitoring, and control of pests to protect facility operations, health, safety, and regulatory compliance. Pests can contaminate environments, damage property, and create health risks, making structured pest management critical. IPM prioritizes non-chemical solutions and uses pesticides only when necessary

2. SERVICE AREAS INCLUDED

- Interior facility spaces (offices, storage, hangars, breakrooms)
- Exterior perimeter and grounds
- Waste and dumpster areas
- Mechanical and utility spaces
- Loading docks and receiving areas

3. CORE SERVICE COMPONENTS

- Facility inspections and risk assessments
- Pest monitoring and detection systems
- Preventive measures (sanitation, exclusion)
- Targeted pest treatments
- Reporting and documentation
- Staff education (as applicable)

4. INITIAL INSPECTION & ASSESSMENT

- Conduct full interior and exterior inspection
- Identify:
 - Active infestations
 - Entry points (cracks, gaps, penetrations)
 - Conditions conducive to pests
- Provide written report with:
 - Findings
 - Recommended actions
 - Service frequency

5. ROUTINE INSPECTIONS & MONITORING

- Perform scheduled inspections (monthly or site-specific)
- Monitor pest activity using:
 - Traps and bait stations
 - Visual inspections
- Track:
 - Pest populations
 - High-risk areas
 - Trends over time

6. PREVENTION & EXCLUSION

- Seal entry points:

- Doors, windows, utility penetrations
- Improve sanitation:
 - Waste handling
 - Food storage practices
- Remove attractants:
 - Standing water
 - Debris and clutter

7. SANITATION & SITE CONDITIONS

- Verify proper:
 - Waste management
 - Cleaning practices
- Inspect for:
 - Moisture issues
 - Food residue
 - Structural deficiencies

8. TREATMENT & CONTROL METHODS

- Apply treatments based on IPM hierarchy:
 - a. Non-chemical methods (preferred)
 - b. Targeted chemical treatments (as needed)
- Methods include:
 - a. Trapping and baiting
 - b. Minimal pesticide application
 - c. Mechanical removal

9. PEST TYPES COVERED

- Rodents (mice, rats)
- Insects (ants, flies, cockroaches, etc.)
- Occasional invaders (spiders, beetles, etc.)

10. DEVICE INSTALLATION & MANAGEMENT

- Install and maintain:
 - Rodent bait stations (exterior)
 - Sticky traps (interior)
 - Monitoring devices
- Inspect and service regularly

11. SAFETY & COMPLIANCE

- Maintain:
 - SDS documentation for all chemicals
 - Proper labeling and storage
- Ensure:
 - Licensed applicators
 - Safe application methods
- Minimize exposure to occupants and staff

12. QUALITY CONTROL & REPORTING

- Provide service reports after each visit, including:
 - Findings and pest activity
 - Treatments performed
 - Corrective recommendations
- Maintain:
 - Pest sighting logs
 - Trends and analytics

13. EMERGENCY RESPONSE

- Rapid response to:
 - Active infestations
 - Health/code violations
- Provide escalation protocol for high-risk situations

14. TRAINING & COMMUNICATION *(As Required)*

- Educate staff on:
 - Pest prevention best practices
 - Proper waste handling
 - Reporting procedures

PLUMBING SYSTEM

1. PURPOSE

Provide a comprehensive plumbing maintenance program to ensure safe, reliable water supply and waste removal systems, prevent leaks and system failures, maintain sanitary conditions, and minimize disruptions to facility operations.

2. SYSTEMS INCLUDED IN SCOPE

A. Water Supply Systems

- Domestic hot and cold water piping
- Pressure regulating systems and distribution lines
- Potable water systems and meters

B. Drainage, Waste & Vent Systems (DWV)

- Sanitary sewer piping and drains
- Vent systems preventing sewer gas intrusion
- Storm drainage systems (if applicable)

C. Fixtures & Equipment

- Sinks, toilets, urinals, faucets, and floor drains
- Water heaters, expansion tanks, and boilers
- Sump pumps, sewage pumps, and lift stations

D. Specialty/Compliance Systems

- Backflow prevention devices
- Grease traps/interceptors (where applicable)

- Water quality control components

3. PREVENTATIVE MAINTENANCE PROGRAM

- Implement a structured preventative maintenance program to reduce failures, extend asset life, and ensure compliance
- Perform routine inspections, cleaning, and minor repairs across all plumbing systems

4. INSPECTION REQUIREMENTS

- Conduct routine inspections (visual checks and scheduled detailed inspections) to identify early issues
- Verify performance of all system components including pipes, fittings, fixtures, valves, drains, heaters, and sewer systems
- Inspect for:
 - Leaks, corrosion, and loose fittings
 - Water pressure and temperature consistency
 - Drainage flow and blockages
 - Equipment condition (water heaters, pumps, valves)
- Ensure compliance inspections for backflow devices and critical systems

5. ROUTINE MAINTENANCE TASKS

- Check and repair water leaks, dripping fixtures, and running toilets
- Maintain proper water pressure to protect piping and fixtures
- Clean and maintain drains, floor drains, and sewer lines to prevent blockages
- Inspect and maintain backflow preventers to prevent contamination
- Service water heaters (flushing, temperature checks, safety devices)
- Maintain pumps, valves, and shut-off systems for proper operation

6. DRAINAGE & WASTE SYSTEM MANAGEMENT

- Perform scheduled drain cleaning, jetting, or snaking to prevent backups
- Maintain grease traps/interceptors to avoid clogs and code violations
- Ensure trap seals are maintained to prevent sewer gas entry
- Monitor sewer lines and perform corrective maintenance as required

7. REPAIRS & CORRECTIVE MAINTENANCE

- Address leaks, pipe failures, and drainage issues immediately to prevent water damage
- Repair or replace defective components (pipes, valves, fixtures, pumps)
- Correct pressure issues, corrosion, and system inefficiencies
- Perform emergency response for plumbing failures to restore service quickly

8. SYSTEM OPERATIONS & PERFORMANCE

- Ensure continuous delivery of safe potable water and proper waste removal
- Maintain system pressure, flow, and temperature within acceptable ranges
- Prevent contamination through proper backflow prevention and system integrity
- Maintain sanitary conditions and occupant safety

9. SAFETY & RISK MANAGEMENT

- Ensure systems are free from leaks, hazards, and sanitary risks
- Maintain plumbing fixtures and systems in safe, working condition per code requirements
- Prevent water damage, mold growth, and contamination risks
- Follow proper lockout/tagout and confined space procedures (as applicable)

ROOF SYSTEM

1. PURPOSE

Provide a comprehensive roof maintenance program to preserve the integrity of the building envelope, prevent water intrusion, extend roof service life, and minimize operational disruptions through proactive inspection, maintenance, and repair.

2. SYSTEMS INCLUDED IN SCOPE

A. Roofing Systems

- Single-ply membrane systems (TPO, EPDM, PVC)
- Modified bitumen, built-up roofing (BUR), or metal roofing systems
- Insulation layers and substrate

B. Roof Components

- Flashings, seams, penetrations, and transitions
- Parapet walls, coping, and roof edges
- Expansion joints and sealants

C. Drainage & Accessories

- Roof drains, scuppers, gutters, and downspouts
- Overflow drainage systems
- Rooftop equipment interfaces (HVAC, vents, skylights)

3. PREVENTATIVE MAINTENANCE PROGRAM

- Implement structured preventative maintenance to reduce failure risk and extend roof lifespan
- Perform **routine inspections, cleaning, and minor repairs** to prevent major deterioration
- Maintain documentation required to preserve warranties and support capital planning

4. INSPECTION REQUIREMENTS

- Conduct **biannual inspections (spring and fall)** and after major weather events
- Perform both **interior and exterior inspections** to identify water intrusion and structural concerns
- Document all conditions, deficiencies, and recommended corrective actions

Typical inspection focus areas include:

- Roof membrane condition (cracks, punctures, blisters, seam separation)
- Flashing integrity at penetrations, edges, and transitions
- Evidence of ponding water or drainage issues
- Structural components and roof support systems
- Condition of rooftop equipment and penetrations

5. ROUTINE MAINTENANCE TASKS

- Remove debris and maintain clean roof surfaces to prevent drainage obstruction
- Ensure drains, gutters, and scuppers remain clear and functional

- Maintain sealants, caulking, and flashing systems
- Monitor for early signs of leaks, moisture intrusion, and deterioration
- Perform seasonal maintenance for weather-related risks

6. REPAIRS & CORRECTIVE MAINTENANCE

- Repair membrane punctures, seam separations, and flashing failures
- Address leaks and water intrusion immediately to prevent interior damage
- Replace deteriorated materials or components as required
- Coordinate repair activities to minimize disruption to facility operations

7. SYSTEM OPERATIONS & PERFORMANCE

- Ensure roof system remains watertight and structurally sound
- Prevent standing water and maintain proper drainage flow
- Support building insulation performance and energy efficiency
- Maintain compatibility with rooftop equipment and penetrations

9. SAFETY & RISK MANAGEMENT

- Follow OSHA fall protection and roof access requirements
- Restrict roof access to authorized personnel only
- Identify trip hazards, unsafe conditions, and structural risks
- Maintain safe work practices during inspections and repairs

WASTE MANAGEMENT

1. PURPOSE

Provide structured waste collection and disposal services to maintain clean, safe, and compliant facilities while supporting environmental sustainability initiatives.

Effective waste management programs protect health, reduce contamination risks, and support regulatory compliance and environmental goals.

2. SERVICE AREAS INCLUDED

- Interior waste collection points (offices, breakrooms, restrooms)
- Exterior dumpsters and compactors
- Loading docks and service yards
- Hangar support areas and operation zones

3. CORE SERVICE COMPONENTS

- Waste collection and disposal
- Waste segregation and handling
- Compactor/dumpster management
- Inspection and cleanliness maintenance
- Reporting and compliance documentation

4. ROUTINE WASTE COLLECTION SERVICES

A. Interior Waste Collection

- Empty trash and recycling receptacles
- Replace liners
- Transport waste to designated disposal areas

B. Exterior Waste Handling

- Consolidate waste into dumpsters/compactors
- Ensure lids remain closed and secure
- Prevent overflow conditions

5. WASTE SEGREGATION & HANDLING

- Separate waste streams:
 - General waste
 - Specialized waste (as applicable)
- Prevent cross-contamination
- Follow proper disposal procedures for each stream

6. COMPACTOR & DUMPSTER MANAGEMENT

- Inspect dumpsters/compactors regularly
- Ensure:
 - Proper functionality
 - No overflow or spillage
- Maintain cleanliness of surrounding area
- Coordinate pickups based on usage levels

7. SANITATION & CLEANLINESS (WASTE AREAS)

- Keep waste areas clean and free of debris
- Remove spills and residue immediately
- Pressure wash or sanitize dumpsters as needed
- Control odors

8. HAZARDOUS & SPECIAL WASTE (IF APPLICABLE)

- Identify and segregate regulated materials
- Ensure proper storage and labeling
- Coordinate disposal with licensed vendors
- Maintain documentation and compliance

9. SAFETY & COMPLIANCE

- Use proper PPE:
 - Gloves, eye protection, etc.
- Follow lifting and handling safety procedures
- Maintain SDS documentation (where required)
- Ensure safe handling of waste materials

10. INSPECTION & QUALITY CONTROL

- Conduct routine inspections of:
 - Waste areas
 - Dumpster condition

- Identify:
 - Overflow issues
 - Improper waste disposal
- Implement corrective actions

11. DOCUMENTATION & REPORTING

- Maintain:
 - Waste pickup schedules
 - Vendor service logs
- Report:
 - Issues with waste handling
 - Non-compliance or misuse
 - Recommendations for improvements

12. VENDOR MANAGEMENT

- Coordinate with:
 - Waste haulers
- Ensure adherence to:
 - Service frequency
 - Pickup schedules
 - Contract requirements

13. EMERGENCY RESPONSE

- Address:
 - Overflow conditions
 - Spills or contamination events
- Provide rapid cleanup and containment
- Notify appropriate personnel as required

14. SUSTAINABILITY & OPTIMIZATION *(Recommended Best Practice)*

- Monitor waste volumes and trends
- Identify opportunities to:
 - Reduce waste
- Optimize container sizes and pickup frequency

WINDOW CLEANING

1. PURPOSE

Provide routine and periodic cleaning, inspection, and maintenance of interior and exterior glass surfaces to ensure visibility, professional appearance, and long-term protection of window systems. Regular window cleaning prevents buildup, preserves glass integrity, and maintains building presentation

2. SERVICE AREAS INCLUDED

- Exterior windows and curtain walls

- Interior windows and partitions
- Glass doors and storefronts
- Skylights and atriums (where accessible)
- Window frames, sills, and tracks
- Specialty glass (as applicable)

3. CORE SERVICE COMPONENTS

- Exterior window cleaning
- Interior window cleaning
- Frame, sill, and track cleaning
- Glass inspection and defect identification
- Stain removal and restoration (as required)
- Documentation and reporting

4. EXTERIOR WINDOW CLEANING

- Remove debris (dust, cobwebs, dirt)
- Wash glass with approved cleaning solution
- Squeegee surfaces for streak-free finish
- Clean:
 - Frames, ledges, and trims
 - Surrounding surfaces (as applicable)
- Inspect for:
 - Cracks, chips, seal failures

5. INTERIOR WINDOW CLEANING

- Remove dust from blinds/shades (if present)
- Clean and polish glass surfaces
- Clean window sills and tracks
- Remove smudges, fingerprints, and residue
- Ensure streak-free finish

6. FRAME, SILL & TRACK MAINTENANCE

- Clean and wipe:
 - Frames and mullions
 - Window sills and ledges
- Remove debris from tracks
- Inspect drainage and condition

7. INSPECTION & CONDITION MONITORING

- Inspect glass for:
 - Cracks, scratches, chips
 - Seal failures or fogging
- Identify:
 - Water intrusion risks
 - Frame or seal deterioration

- Document findings with photos (as needed)

8. FREQUENCY GUIDELINES *(Baseline for Standardization)*

Exterior Windows

- Minimum: 2 times per year
- Higher frequency for:
 - Retail / high-visibility areas

Interior Windows

- Monthly to quarterly depending on use

High-traffic storefront glass

- Weekly or bi-weekly

9. SAFETY & ACCESS REQUIREMENTS

- Perform hazard assessment prior to work
- Use:
 - Fall protection systems (PFAS)
 - Ladders, lifts, or rope descent systems (as required)
- Verify anchor points and equipment integrity

10. EQUIPMENT & METHODS

- Squeegee and microfiber cleaning systems
- Water-fed pole systems
- Aerial lifts or rope access (as needed)
- Approved, non-damaging cleaning solutions

11. QUALITY CONTROL

- Ensure:
 - Streak-free finish
 - Complete coverage of glass surfaces
- Conduct final inspection:
 - Interior and exterior perspectives
- Address missed areas before completion

12. DOCUMENTATION & REPORTING

- Maintain:
 - Service logs and schedules
 - Before/after photos (as applicable)
- Report:
 - Glass defects or damage
 - Maintenance or repair recommendations

13. SPECIAL SERVICES (AS REQUIRED)

- Hard water stain removal
- Glass restoration
- Post-construction cleaning
- High-rise / specialty access cleaning

14. EMERGENCY / ON-DEMAND SERVICES

- Post-storm cleanup
- Graffiti or contamination removal
- Immediate cleaning for high-visibility events



Public Services Committee

Meeting Date: September 29, 2026

Construction Services for Park Improvements: May Park (Vendor Approval)

Department:	Recreation & Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the selection of Tri Scapes, LLC as the vendor for Bid Item# 26-181, Construction Services for May Park Improvements, in the amount of \$2,695,132.55; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.
Background:	Augusta Recreation and Parks solicited bids for construction services for Bid Item# 26-181 for May Park Improvements. The project is partially funded through a federal grant. The initial bids came back over the available grant-funded project budgets. Following review of the bid results, the project was re-advertised for bid and a total of three (3) bids were received. Upon review, the bid was determined to be compliant with the solicitation requirements and Tri Scapes, LLC was selected vendor. The value engineering method was used to allow the project to proceed while prioritizing the grant-funded portions necessary to meet applicable grant deadlines.
Analysis:	Tri Scapes, LLC has been selected for the project following bid review and value engineering. The vendor will prioritize the grant-funded portions of each project first to ensure compliance with grant deadlines. After completion of the grant-funded portions, Tri Scapes, LLC will complete the remaining portions of the projects using supplemental funding.
Financial Impact:	The total financial impact is \$2,695,132.55. May Park Improvements: Total project amount: \$2,695,132.55 Federal grant funding available: \$1,924,247.50 Remaining amount funded through unallocated SPLOST 7 Program Administration funds: \$770,885.05
Alternatives:	1. Approve the selection of Tri Scapes, LLC and allow the projects to proceed. 2. Do not approve the selection and delay the projects, which may affect the ability to complete grant-funded portions within required grant timelines. 3. Reject the bids and rebid the projects, which may further delay construction and may not result in lower pricing.

Recommendation: Approve the selection of Tri Scapes, LLC as the vendor for Bid Item# 26-181, Construction Services for May Park Improvements, in the amount of \$2,695,132.55; and to approve associated SPLOST 7 allocations.

Funds are available in the following accounts: Federal Grant Funding:
May Park: \$1,924,247.50 (GL 220-06-1331)
SPLOST 7 (GL 329-01-1110/ JL 216010901): \$770,885.05

REVIEWED AND
APPROVED BY: N/A

Invitation to Bid

Bid Item **#26-181 May Park Improvements Project Improvements Project** for Augusta - Richmond County Recreations and Parks Department.

Sealed bids will be received until Tuesday, August 18, 2026, at 3:00 p.m. Bid openings are open to the public in the Augusta Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901, and via Teams: Meeting ID: 276 847 943 030 504; Passcode: 2ns7Fi3y

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706)821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of **\$295.00** for Bid Item **#26-181 – May Park Improvements Project** for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706)722-6488 beginning Friday, July 24, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

All Bidder's questions, request for clarifications, or interpretations must be submitted in writing by emailing procbidandcontract@augustaga.gov on or before Monday, August 17, 2026, by 5:00 P.M.

All bids must be received by mail, courier or hand delivered to the Procurement Department,
Attn: Tywana Scott
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

A 5% Bid bond is required to be submitted along with the bidders' qualifications. Performance and Payment Bonds are required at 100% of the Awarded Amount.

Bidders are cautioned that obtaining Bid documents through any source other than the Procurement Department is not advisable, as documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information.

Publish: Augusta Chronicle July 24th, 31st, and August 7th, 14th



**BID Opening: BID Item #26-181 Construction Services for May Park Improvements
for Augusta, GA - Recreation and Parks Department
BID Date: Monday, August 31, 2026 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 40
Total Number Specifications Download (Euna OpenBids): 16
Total Electronic Notifications (Euna OpenBids): 819
Georgia Procurement Registry: 3572
Pre-Bid Conference Attendees: 22
Total Packages Submitted: 2
Total Non-Compliant: 0

Vendors	Exhibit A	Addendum 2	E-Verify Number	SAVE Form	Original and 1 USB	Bid Bond	Base Bid	Bid Alternates	Total Project Cost
Horizon Construction & Associates, Inc. P. O. Box 798 Evans, GA 30809	Yes	Yes	229921	Yes	Yes	Yes	3,673,299.34	\$25,275.00	\$3,698,574.34
JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263	Yes	Yes	413897	Yes	Yes	Yes	2,966,203.75	\$1,152,000.00	4,118,203.75
Tri Scapes, LLC 1200 Bluegrass Lakes Parkway, Ste. 300 Alpharetta, GA 30004	Yes	Yes	123689	Yes	Yes	Yes	2,455,132.55	\$240,000.00	2,695,132.55

MEMORANDUM

TO: Andy Penick, Director-Procurement

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

DATE: September 17, 2026

RE: Recommendation of Award - Bid Item# 26-181 (May Park Improvements)

Augusta Recreation and Parks Department (ARPD) respectfully submits its recommendation of award for Bid Item# 26-181 Construction Services for May Park Improvements. The project is funded through the Federal grant "Improving Neighborhood Outcomes in Disproportionally Impacted Communities" for park improvement initiatives. It includes the construction of new recreational and park amenities, pedestrian infrastructure, and supporting facilities as outlined in the approved project scope.

The project was re-advertised for bid and a total of three (3) bids were received. Upon review, the bid was determined to be compliant with the solicitation requirements.

Due to budget constraints, the project scope was value engineered and divided into two (2) phases. The value engineering process allows the projects to proceed while prioritizing the grant-funded portions necessary to meet applicable grant deadlines.

With this process, Tri Scapes, LLC was selected to complete Phase I of the May Park Improvement Project in the amount of **\$2,695,132.55**. Phase II will be deferred until additional funding is identified. Sufficient funding is available for Phase I for park improvements.

Based on the bid results, compliance review and scope, the Department recommends awarding this contract to Tri Scapes, LLC and proceeding with contract negotiations. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you in advance for moving the process forward!

Augusta Blueprint & Microfilm, Inc

#26-181 Construction Services for May Park Improvements for Augusta Richmond County (herein "Augusta") on behalf of the Augusta Recreations & Parks Dept located at 2027 Lumpkin Road - Augusta, GA 30906

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	E.R. Snell Contractor				X	1785 Oak Road Snellville, GA 30078 Notices@ersnell.com	770-985-0600	770-985-2957
2	JHC Corporation				X	15 Fresh Bru Dr Newman, GA 30263 Melissa@jhccorporation.com	770-487-3258	770-487-4254
3	Piedmont Mining, LLC				X	815 North Main Street Wrens, GA 30833 WMrDaniel@piedmontminingllc.com	706-825-7707	
4	Piedmont Mining, LLC				X	3825 Edwards Rd Suite 800 Cincinnati, OH 45209 content@constructconnect.com		
5	Contract Management Inc				X	1829 Killingsworth Road Augusta, GA 30904 estimating@contractmgmtinc.com	706-667-9033	706-667-9034
6	Dodge Construction				X	2860 S. State Hwy 161 STE 160 #501 Grand Prairie, TX 75052 darlene.baker-mann@construction.com	844-326-3826 ext 9246	
7	TRI Scapes LLC				X	1595 Peachtree PKWY Suite 204-396 Cumming, GA 30041 Katelyn@triscapes.com	770-752-4698	
8	Horizon Construction & Associates				X	P. O. Box 798 Evans, GA 30809 info@horizonaug.com	706-719-5004	706-719-5013

Item 7.

Planholders

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

Supplier (14)

Supplier **F1**

Download Date

A-1 Iron Works	07/28/2026
All Marine Land Clearing	07/27/2026
Beams Contracting, Inc	07/30/2026
Bliss Products & Services, Inc.	07/29/2026
ConstructConnect	07/27/2026
Crowned Kingz Services LLC	07/30/2026
Dodge Data	07/28/2026
Moon Meeks & Associates, Inc.	07/28/2026
Onvia, Inc. - Content Department	08/12/2026
Samford Group LLC	07/28/2026
SolarPath Inc	08/17/2026
SPORT SURFACES LLC	08/13/2026
Tactical Wire Communications Solutions	08/12/2026
Tartes steel innovations LLC	07/27/2026

[Add Supplier](#)

Supplier Details

Supplier Name	A-1 Iron Works
Contact Name	Michael Treadaway
Address	2403 Old Savannah Road , Augusta, GA 30906
Email	sales@a1ironworks.com

CONTRACT MANAGEMENT
1829 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

KUHLKE CONSTRUCTION
3704 BENCHMARK DR.
AUGUSTA, GA 30909

R.W. ALLEN LLC
1015 BROAD STREET
AUGUSTA, GA 30901

ALLEN BATCHELOR CONSTRUCTION
1063 FRANKE INDUSTRIAL BLVD
AUGUSTA, GA 30909
(RETURNED MAIL)

RCN CONSTRUCTION
1115 FRANKE INDUSTRIAL BLVD.
AUGUSTA, GA 30909

John W. Spratling & Son, LLC
5133 Washington Road, Suite 300
Evans, GA 30809

SPRATLIN & SON CONSTRUCTION
P.O. BOX 66
139 N. PEACHTREE STREET
LINCOLNTON, GA 30817

BLOUNT'S COMPLETE HOME
2907 TOBACCO ROAD #C
HEPHZIBAH, GA 30815

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
P. O. BOX 2570
EVANS, GA 30809

ATTAWAY CONSTRUCTION
ATTN: MELISSA TYLER
4234 WHEELER ROAD
MARTINEZ, GA 30907

SOMMERS CONSTRUCTION COMPANY
632 SOUTH OLD BELAIR ROAD
GROVETOWN, GA 30813

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVE
AUGUSTA, GA 30904

AKINS GENERAL CONTRACTORS
PO BOX 941
520 PARK AVENUE
STATESBORO, GA 30458

S. D. CLIFTON CONSTRUCTION
4324 WHEELER ROAD
AUGUSTA, GA 30907

DABBS-WILLIAMS GC
ATTN JAY JAMES
319 S WALNUT STREET
STATESBORO GA 30459

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

IMPACT ROOFING & CONSTRUCTION
453 COLUMBIA INDUSTRIAL BLVD.
SUITE 5
EVANS, GA 30809

ACC CONSTRUCTION CO
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

PEACH CONTRACTING
3127 DAMASCUS ROAD
AUGUSTA, GA 30909
(RETURN MAIL)

BOWLES CONSTRUCTION, INC.
2112 HIGHLAND AVE.
AUGUSTA, GA 30904

AUGUSTA REMODELING & CONSTRUCTION
201 VALDES DR.
MARTINEZ, GA 30907

S AND S WIDNER CONTRACTORS
4106 COLBEN BLVD STE 101
EVANS, GA 30809

GREEN & GREEN CONSTRUCTION
2703 PEACH ORCHARD RD
AUGUSTA, GA 30906

MCKNIGHT CONSTRUCTION CO INC
635 NW FRONTAGE ROAD
AUGUSTA, GA 30907

Lagniappe Development Company
1190 W. Shadburn Ave
Buford, GA 30518

Horizon Construction & Associates, Inc.
PO Box 798
Evans, GA 30809

Attaway Construction & Associates, LLC
3800 Park Lane
Martinez, GA 30907

BID ITEM #26-181
MAY PARK IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
MAILED: FRIDAY, 07/24/26

BID ITEM #26-181
MAY PARK IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
DUE: TUES., 8/18/26 @ 3:00 P.M.

PAGE 1 OF 2

Sommers Construction LLC
313 U N Court
Grovetown, GA 30813

Kenrick's Construction Company
910 Georgia Avenue
North Augusta, SC 29831

J. E. STEWART BUILDERS, INC
237 CHESTERFIELD STREET
N. AIKEN, SC 29801

LAVENDER & ASSOC, INC.
P.O. BOX 1654
STATESBORO, GA 30459

HEAVENER AND ASSOCIATES
CONSTRUCTION
P.O. BOX 14129
AUGUSTA, GA 30919

CONTRACT MANAGEMENT, INC.
ATTN: JAMES WILLIAMS
P. O. BOX 3833
AUGUSTA, GA 30914

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

COOK GENERAL CONTRACTING
ATTN: JENNIFER GRIER
3120 FRONTAGE ROAD
GAINESVILLE, GA 30504

J & B CONSTRUCTION
ATTN: JEROME JONES
3550 GORDON HWY
GROVETOWN, GA 30813

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
106 S BELAIR ROAD
AUGUSTA, GA 30907

SOMMERS CONSTRUCTION
ATTN: PATRICK SOMMERS
4889 SOMERSET DRIVE
EVANS, GA 30809

COPPER CONSTRUCT.
410 MCINTOSH ST.
VIDALIA, GA 30474

J MAR BUILDER & SERVICE
1450 GREENE STREET
AUGUSTA, GA 30901

TAMEKA WILLIAMS
AUGUSTA PARKS & RECREATION

FRANK ROST
AUGUSTA PARKS & RECREATION

YOLANDA JACKSON
AUGUSTA COMPLIANCE DEPT.

BID ITEM #26-181
MAY PARK IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
MAILED: FRIDAY,07/24/26

BID ITEM #26-181
MAY PARK IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
DUE: TUES., 8/18/26 @ 3:00 P.M.

PAGE 2 OF 2



Public Services Committee

Date: September 29, 2026

Food Services Agreement Approval

Department:	Recreation and Parks Department
Presenter:	Tameka D. Williams
Caption:	Motion to approve the agreement with Food Services Agreement with G.A. Food Services of Pinellas County, LLC. and to authorize the mayor to execute the contracts and all related documents.
Background:	The Augusta Parks and Recreation Department operates six senior nutrition sites throughout Augusta, Georgia through a partnership with CSRA Regional Commission. The CSRA Regional Commission, as part of the senior nutrition grant has selected the vendor for nutritional services. The vendor, G.A. Food Services of Pinellas County, LLC, has submitted an amendment to the food services agreement to adjust the price per meal.
Analysis:	The meal cost is fully reimbursed by the CSRA Regional Commission. The 2026 Cooperative Agreement with the CSRA Regional Commission covers the increased cost per meal.
Financial Impact:	N/A
Alternatives:	1. To approve the Food Services Agreement. 2. To not approve the agreement, which may have a negative impact on the execution of the senior nutrition program.
Recommendation:	1. To approve the Food Services Agreement.
Funds are available in the following accounts:	Funds are available in the following accounts: 220-05-4322
<u>REVIEWED AND APPROVED BY:</u>	N/A

FOOD SERVICES AGREEMENT

THIS FOOD SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) effective October 1, 2026, is entered into by and between **G.A. Food Services of Pinellas County LLC** located at 12200 32nd Court N, St. Petersburg, FL 33716 (hereinafter referred to as “CONTRACTOR”) and the **Augusta-Richmond County** located at located at 2027 Lumpkin Road, Augusta, GA 30916 (hereinafter referred to as the “COUNTY”). Individually referred to as the “Party” and collectively referred to as the “Parties”

WHEREAS, the Central Savannah River Area Regional Commission Area Agency on Aging (hereinafter referred to as “CSRA”) has deemed the CONTRACTOR a qualified food vendor for the counties within its service area, and

WHEREAS, the COUNTY is a participant in the CSRA nutrition service program, and

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render certain meal services under the provisions of the Older Americans Act of 1965, as amended.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- I. **Engagement.** The COUNTY agrees to grant the CONTRACTOR the exclusive right to provide meals to CSRA’s senior nutrition program participants during the Term of the Agreement.
- II. **Compensation.** The CONTRACTOR shall be compensated for the work and services to be performed under this contract as set forth in Attachment A.
- III. **Scope of Services.** The CONTRACTOR shall perform and carry out in a satisfactory and proper manner, the work and service described in Attachment B, which is attached hereto and made a part of hereof.
- IV. **Term.** The effective date of this contract is October 1, 2026 through September 30, 2027. The COUNTY has the option to renew for an additional three (3) one-year renewals. For each renewal the CONTRACTOR reserves the right to adjust the rates based upon 5.5% Consumer Price Index (CPI) calculated year over year.
- V. **Terminations.**
 - A. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR has violated any of the covenants, agreements, representations, or stipulations of this Contract, COUNTY shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, which may be immediate.
 - B. Either Party may terminate this Contract without cause at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least ninety

(90) days before the effective date of such termination.

- C. Upon termination, the CONTRACTOR shall submit the final contract expenditure report not later than forty-five days after the effective date of termination.

VI. **Indemnification.**

- A. The CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the CONTRACTOR, its agents or employees including without limitation, any claim alleging personal injury or property damage arising out of the transportation of meals or other food to the various sites and any claim alleging personal injury, sickness, or disease arising out of the storage, preparation, delivery or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the COUNTY without any negligence or fault on the part of the CONTRACTOR.
- B. The COUNTY shall indemnify, hold harmless, and defend CONTRACTOR against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the COUNTY, its agents or employees including without limitation, any claim alleging personal injury, sickness, or disease arising out of the storage, serving, or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the CONTRACTOR without any negligence or fault on the part of the COUNTY.

- VII. **Miscellaneous.** All Proprietary Items are confidential to and are and will remain the sole and exclusive property of the CONTRACTOR. Proprietary Items shall be those items prohibited from disclosure by counties under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). In the event the COUNTY receives, obtains access, or otherwise is exposed to any Proprietary Items, the COUNTY will and shall cause its officers, employees, and agents to, (a.) hold the Proprietary Items in trust and in the strictest confidence, (b.) not produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by the CONTRACTOR, and (c.) otherwise protect the Proprietary Items from disclosure. Upon request by the CONTRACTOR and/or termination of this Agreement, the COUNTY shall return all property belonging to the CONTRACTOR, including without limitation, all tangible materials (originals or copies) containing or embodying Proprietary Items then in its custody, control, or possession. Notwithstanding anything above, CONTRACTOR and COUNTY shall comply with all applicable provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.).

- VIII. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, COUNTY shall not enter into a contract for the physical performance of services unless CONTRACTOR shall provide evidence on COUNTY-provided forms, attached hereto as Attachments “F” and “G” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and CONTRACTOR’s subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the

contract period. CONTRACTOR hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Attachment "F", and submitted such affidavit to COUNTY. Further, CONTRACTOR hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

- IX. **Civil Rights Affirmative Action Compliance.** The CONTRACTOR shall be an Equal Opportunity Employer and conform to the provisions of the Civil Rights Act of 1964. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, CONTRACTOR agrees that, during performance of this agreement, CONTRACTOR, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, CONTRACTOR agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this agreement.

- X. **Applicable Laws and Regulations.** The CONTRACTOR shall perform its duties in accordance with the provisions of the Older Americans Act of 1965, as amended, and all rules, regulations, standards, and directives issued there under, the Georgia Division of Aging Services Policies and Procedures, and the Area Agency on Aging Policies and Procedures Manual. The CONTRACTOR shall comply with all other applicable federal, state, and local laws, rules and regulations which deal with or relate to the operations of programs under this Contract. The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated rules and regulations of the United States Department of Labor are applicable to this compliance. The CONTRACTOR agrees to fully reimburse COUNTY for any loss of funds or resources resulting from noncompliance by the CONTRACTOR.

- XI. **Records.** The CONTRACTOR shall maintain all books, documents, papers, and other records relating to the work performed under this Contract for a period of six (6) years from the date of the submission of the final invoice or expenditure report. If any litigation, claim, or audit is begun before the expiration of the six -year retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

- XII. **Entire Agreement.** This Contract incorporates all prior proposals, negotiations, interpretations, and understandings between the parties and is the full and complete expression of the Contract.

- XIII. **Amendments.** Any change, alteration, deletion, or addition to the terms set forth in this Contract must be in the form of a written amendment signed by both parties, unless otherwise specified herein.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

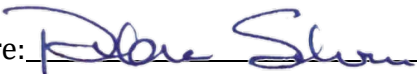
AUGUSTA-RICHMOND COUNTY (COUNTY) GA FOOD SERVICES (CONTRACTOR)

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____

Name: Debra Silvers

Title: Chief Compliance Officer & GC

Date: 08/04/2026

ATTACHMENT A**PRICING**

1. The purchase price for all regular meals ordered by COUNTY under this Contract shall be computed as follows:

October 1, 2026 - September 30, 2027

Meal Type	Price per Meal
Frozen TMS, or shelf-stable Delivered to Center/site	\$6.87
Hot Meal Price (Bulk or pre-plate)	\$6.87
Frozen TMS or shelf-stable Delivered to Home	\$8.50

ATTACHMENT B SCOPE OF SERVICES

I. **Products and Services to be delivered**

- A. The CONTRACTOR shall provide meals in a satisfactory manner to the COUNTY under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations.
- B. The CONTRACTOR should conform to current food bid and food service specifications of the Division of Aging Services of the Georgia Division of Aging Services, the Georgia Department of Medical Assistance, and CSRA.
- C. The CONTRACTOR warrants that the meals prepared by CONTRACTOR under this Contract will be wholesome, suitable for human consumption, and will satisfy the nutrition requirements of existing regulations pursuant to Public Law 95-478 and Public Law 93-647.
- D. The CONTRACTOR shall procure and keep in effect, all necessary licenses, permits, and food handlers' cards, as required by law and shall post such licenses, permits, and cards in a prominent place within meal preparation areas, as required. The CONTRACTOR's premises shall be available for inspection by Department of Human Services, COUNTY, and/or local officials.

II. **Invoicing and Payments**

- A. COUNTY will provide the CONTRACTOR with its tax exemption certificate and number in order to waive state sales tax.
- B. The CONTRACTOR shall invoice the COUNTIES with a copy to CSRA by the third (3th) day of each week for the meals delivered by the CONTRACTOR during the preceding week. Invoices shall be on the CONTRACTOR's standard form. Additionally, the CONTRACTOR will submit a monthly statement to COUNTIES and CSRA by the third (3rd) day of the month.
- C. The COUNTIES shall pay the monthly statement within thirty (30) days from monthly statement date to the CONTRACTOR. Payment shall be remitted to:

GA Food Service of Pinellas County
ATTN: Accounts Receivable
12200 32nd Court N,
St Petersburg, FL 33716

III. **Type, Nutritional Content, and Number of Meals Required by Site**

- A. Federal and state regulations require that each meal served meet the Dietary guidelines for Americans published by the Secretary of Agriculture and provides 33 1/3 % of the current Dietary Reference Intakes for adults (DRI) and that all meals served comply with all federal, state and local health ordinances and nutrition program standards for food handling, processing, temperatures and food safety.
- B. Meals will be served five (5) days per week, Monday - Friday, excluding the following holidays, unless otherwise negotiated by the site:
 - 1. New Year's Day and one additional Day

2. Martin Luther King Day
 3. Good Friday
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Veterans Day
 9. Thanksgiving Day and the Day after Thanksgiving
 10. Christmas Day and one additional day immediately before or after Christmas
 11. Juneteenth – Richmond County
- C. Shelf-stable and/or frozen meals on the holidays specified above may be provided with mutual consent between the vendor and the local sites.
 - D. Food must be attractive, palatable, and appealing to the older person to assume maximum individual consumption.
 - E. In purchasing, storing and preparing, delivering, and serving meals, the food vendor and nutrition services provider must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety.
 - F. All raw food used in the preparation of meals shall be of unquestionable high quality. The following minimum standards will be met:
 - i. Canned fruits and vegetables USDA Grade A Fancy or better. Fruits must be packed in natural juice not light or heavy syrup.
 - ii. Milk must be lowfat/fat free and in a variety of flavors including chocolate and white.
 - iii. Lowfat/fat free flavored yogurt or Lactaid milk daily as alternative for above milk/.
 - iv. Fresh fruits and vegetables - #1 quality.
 - v. Poultry - USDA Grade A or better.
 - vi. Beef - USDA choice or better.
 - vii. Pork- USDA #1 or better.
 - viii. Eggs and dairy products - USDA Grade A or better.
 - ix. Salt - iodized.

IV. Menu Plan

- A. The CONTRACTOR shall provide menus on a four (4) week cycle with all menus planned by a registered Dietician or a qualified nutritionist.
- B. The CONTRACTOR shall submit all proposed menus to the COUNTY at least six (6) weeks prior to planned implementation to allow adequate time for review by the site councils and state nutritionist.
- C. Two (2) menus for picnic lunches shall be submitted. Picnic lunches must meet the same 1/3 RDA allowances and temperature requirements and require prior approval by the AAA nutrition services provider.
- D. Non-scheduled substitutions shall be permitted so long as a reasonable substitution is

provided.

V. Disposable Supplies

The **CONTRACTOR** shall, provide as per **Attachment C – CSRA Supply Order Form**.

VI. Procedures for Ordering Meals

The **COUNTY** shall notify the **CONTRACTOR** of its meal orders by completing the CSRA Order Form found under **Attachment D – CSRA ORDER Form**. The CSRA Order Form must be submitted via email to the **CONTRACTOR** on Thursdays one (1) week in advance. The **COUNTY** must have a minimum of fifteen (15) participants daily for meals to be delivered to **COUNTY** centers/sites.

VII. Delivery of Meals

- A. The **CONTRACTOR** shall follow an established delivery schedule for each of the sites served. Any changes in the established delivery schedule due to individual site closure, vehicle breakdown, or acts of nature, will be communicated to the **COUNTY**, CSRA and to the individual site managers.
- B. The **CONTRACTOR** shall use insulated containers for hot and cold food transportation of meals to the **COUNTY** and maintain the required food temperatures.
- C. Vehicles used in delivery of meals shall be enclosed and shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Georgia Department of Human Services and the Georgia Division of Aging Services.
- D. Upon delivery of the meals to each nutrition site, the **CONTRACTOR's** driver and an authorized **COUNTY** representative shall sign a receipt evidencing the time of the receipt of food as well as the temperatures. If a digital receipt is utilized, a copy will be emailed to each site by the end of the day. The receipt should indicate the time that the meals left the cooking site and must be signed by the supervisor at the cooking site.
- E. The **CONTRACTOR** shall provide space on the receipt form, or on a separate form supplied by the **CONTRACTOR**, for reporting shortages, un-authorized substitutions, complaints, comments and supply requests.

VIII. Contingency Plans. A procedure for emergencies, including weather related emergencies, vehicular breakdown, food delivered outside of specified temperature standards, and food contamination or spoilage, must be developed by the **CONTRACTOR** in consultation with **COUNTY**. The **COUNTY** will notify the **CONTRACTOR** of weather-related closures by mid-night of the day before the closure.

IX. Reports. The **CONTRACTOR** agrees to provide to **COUNTY** such financial and programmatic reports in such form and frequency as **COUNTY** may require in order to meet **COUNTY's** requirements for reporting to the funding agencies.

X. Review and Coordination. To ensure adequate assessment of the **CONTRACTOR's** program and proper coordination among interested parties, **COUNTY** shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The **CONTRACTOR** may be required to meet with designated representatives of **COUNTY** and the funding agencies from time

to time to review the work and services performed. Reasonable notice of such review meetings shall be given to the CONTRACTOR by COUNTY and CSRA.

XI. Inspections. Authorized representatives of COUNTY, the funding agencies, or the Comptroller General of the United States shall have the right to review performance and inspect or copy any and all records, books, papers, and documents which relate to this Contract at any time during its performance or thereafter until the end of the record retention period as defined in Section IX of the Food Services Agreement. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained. In making inspections, COUNTY shall make every effort to coordinate with the CONTRACTOR so as to minimize disruption of ongoing activities. Approval and acceptance of such material shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any errors found in the work. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

XII. Replacement Meals.

A. In the event that the CONTRACTOR fails to deliver any part or all of a meal(s), fails to deliver the meals within the specified times and within required temperature ranges, and/or if the food is found to be spoiled or damaged upon delivery, the COUNTY may procure a replacement meal or meals, elsewhere, and charge to the CONTRACTOR.

B. The COUNTY will charge the costs to the CONTRACTOR to acquire the replacement meals up to but not exceeding the actual cost of the meal contracted price. (See Attachment A)

C. The Contractor will charge the center/site the agreed upon price for the quantity of meals that were delivered plus the quantity that were not delivered but were replaced by the center/site as described above.

D. In the event the center/site is unable to procure any replacement meals, and/or other food or supply item(s), the center/site will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entree- 50%
- Vegetable – 20%
- Milk – 10%
- Dessert – 10%
- Bread – 5%
- Disposables/Condiments – 5%

ATTACHMENT C

CSRA- Supply Order Form

Effective: 10/01/2026 to 09/30/2027

See Next Page



Central Savannah Regional Agency Supply Sheet

Supply Item Pricing Effective: 10/1/2026-9/30/2027

Item Number	Description	Unit of Measure	Price	Quantity
RM003072	Coffee Regular 96/1.5oz cs (D114D)	Case	\$0.00	
RM000160	Coffee Decaf 160/cs (D115A)	Case	\$0.00	
RM000199	Tea Bags 1000/box 10box/cs	Case	\$0.00	
RM002158	PC Sugar White SS Packet 2000-1/10oz cs	Case	\$0.00	
RM000074	PC Sugar Substitute 2000/cs (F320A)	Case	\$0.00	
RM000636	Creamer Packets 1000/cs (F120)	Case	\$0.00	
SUP000853	Chlorine Test Strips 100/Vial (Pack)	Pack	\$0.00	
SUP000603	Stirrers Coffee 1000/box 10box/cs (K730)	Box	\$4.49	
SUP000202	Cutlery 4-in-1 Hvy Wt 250/cs (K435A)	Case	\$4.50	
SUP000604	Straws Plastic 500/box 24box/cs (K740)	Box	\$4.77	
SUP000103	Bleach 6gal/cs (L010)	Gallon	\$5.10	
SUP000536	Aprons Plastic 10 boxes of 100ea/1000cs	Box	\$6.89	
SUP000876	Gloves Vinyl Large PF 100/BX 10BX/CS	Box	\$9.25	
RM001357	PC Hot Sauce 200/cs (F321)	Case	\$17.82	
SUP000004	Bag Paper 10# 500/bnd (K030)	Bundle	\$24.74	
SUP000025	Bag Sandwich 6.5x7.5 (2m/cs) (K090)	Case	\$27.22	
SUP000546	Hairnets Bouffant 10/100 - 1000cs - White	Pack	\$30.46	
SUP000846	Cup 6oz Foam 1M/cs	Case	\$31.81	
SUP000317	Lid 6oz Cup P671	Case	\$34.62	
SUP000509	Tray 5 Comp White Foam (K860)	Case	\$35.68	
SUP000175	Cup 8oz Foam (K200)	Case	\$36.74	
SUP000601	Placemats Paper (K690)	Case	\$36.87	
SUP000171	Cup 12oz Drink Foam 12J12 1M (K180)	Case	\$41.40	
SUP001012	Napkins 2-Ply 15x16 TORK 3000/ea	Case	\$50.29	
SUP000031	Bowl 12oz (th10012/82100)1m/cs (K100)	Case	\$84.24	
SUP000881	Tray 3 Comp Alum Tray with Board Lid 250/cs	Case	\$124.44	

ATTACHMENT D

Order Form

See Next Page



CSRA Order Form



Order Comments

SITE NAME:

DATE

Please email orders to :
phutcheson@gafoods.com

[CC: LFORREST@GAFOODS.COM](mailto:LFORREST@GAFOODS.COM)
[CC: SCORNISH@GAFOODS.COM](mailto:SCORNISH@GAFOODS.COM)
[CC: AYOUNG@GAFOODS.COM](mailto:AYOUNG@GAFOODS.COM)

Monday				Tuesday				Wednesday				Thursday				Friday			
HOT				HOT				HOT				HOT				HOT			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A			
Option B				Entrée Option B				Entrée Option B				Entrée Option B				Entrée Option B			
Pre-plate				Pre-plate				Pre-plate				Pre-plate				Pre-plate			
Picnic				Picnic				Picnic				Picnic				Picnic			
SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Single				Single				Single				Single				Single			
2-Day				2-Day				2-Day				2-Day				2-Day			
5-Day				5-Day				5-Day				5-Day				5-Day			
7-Day				7-Day				7-Day				7-Day				7-Day			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS			
5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS			
7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
MILK				MILK				MILK				MILK				MILK			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
1%				1%				1%				1%				1%			
Chocolate				Chocolate				Chocolate				Chocolate				Chocolate			
Yogurt				Yogurt				Yogurt				Yogurt				Yogurt			
Contacts				Contacts				Contacts				Contacts				Contacts			
Name Director				Phone				Email											
Sharon Cornish				678-712-4597				SCORNISH@GAFOODS.COM											
Office C Patricia Hutcheson				770-787-3506 ext 1201				phutcheson@gafoods.com											
Kitchen Leslie Forrest				770-787-3506 ext 1202				Leslie Forrest <lforrest@gafoods.com>											
Customer Angelique Young				770-787-3506 ext 1205				AYOUNG@GAFOODS.COM											



Administrative Services Committee

Meeting Date: Tuesday, September 8th, 2026

Change Order: Building Automation Service and Mechanical Service Agreements – Year 2

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Approve the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company. In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company.
Background:	Under the BAS (Building Automation Service) Service Agreement, Trane will provide 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 2026 Operating Budget. 25CSA279 - \$565,375.92 – Mechanical Service Agreement 25CSA279 – \$18,698.50 – Building Automation Service Agreement 25CSA201 – \$317,010.31 – Exhibit G Service Agreement
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company. In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company.

Funds are available in the following accounts: **101-01-6210/52.11120 – Funding was approved under the 2026 Operating Budget.**

- 25CSA279 - \$565,375.92 – Mechanical Service Agreement
- 25CSA279 – \$18,698.50 – Building Automation Service Agreement
- 25CSA201 – \$317,010.31 – Exhibit G Service Agreement



Office of the Administrator

Item 9.

Tameka Allen
Administrator

May 20, 2025

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

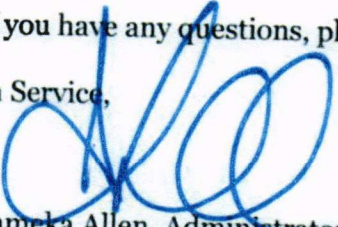
Dear Mr. Lampkin:

At the regular meeting held Tuesday, May 20, 2025, the Augusta, Georgia Commission took action on the following:

18. Approved 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)

If you have any questions, please contact me.

In Service,


Tameka Allen, Administrator

TA/nd





SCHEDULED BAS SERVICE AGREEMENT

Trane Office

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

Company Name

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

Trane Representative

Chris Gleiter
Cell: 706-726-1536

Sites Included:

See below:

Proposal ID

7818674

Master Agreement

7818674

April 29th, 2025

TRANE
TECHNOLOGIES

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.

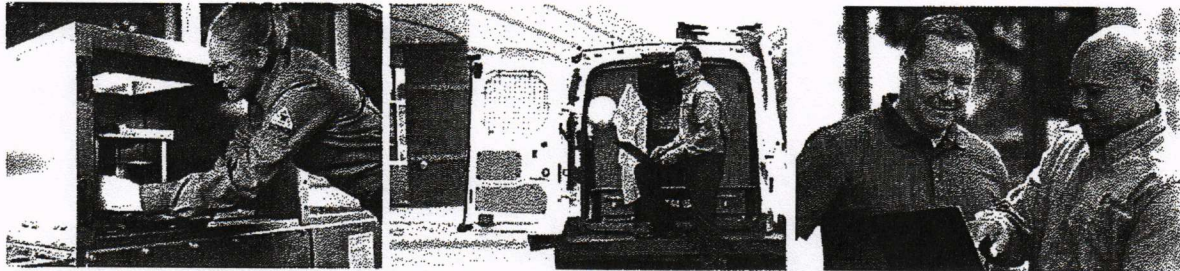
As an HVAC service provider, Trane offers many advantages:

- 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
- Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue consecutive 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 handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



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

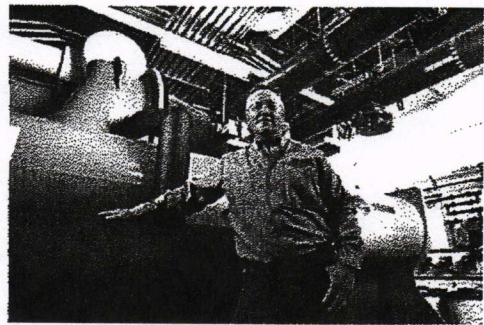
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

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

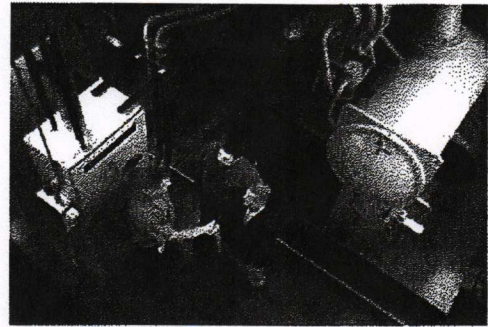
Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

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 owners 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 constraints 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 can 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.

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)

Quantity Per Term

5
5
5
5

Augusta Utilities Department

The following "Covered Equipment" will be serviced at Augusta Utilities Department:

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)

Quantity Per Term

5
5
5
5

Richmond County Sheriffs Admin building

The following "Covered Equipment" will be serviced at Richmond County Sheriffs Admin Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E22F20673	

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)

Quantity Per Term

1
5
5
5

Diamond Lakes Parks

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

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E16A83319	

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)

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)

Quantity Per Term

5
 5
 5
 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

Augusta-richmond Cnty
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	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

Printed Name

Proposal Date: April 29th, 2025

Cell: 706-726-1536

Title

License Number:

Authorized Representative

Purchase Order

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. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than 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 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.

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 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; (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 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 ACKNOWLEDGES 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 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 OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING 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 for 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:

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; 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.

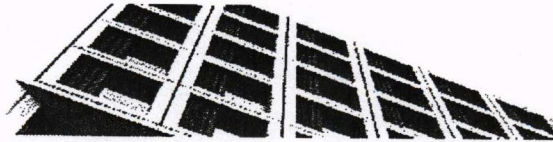
19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform 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; 52.222-28; 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)


TRANE


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:

"Customer Data" 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.

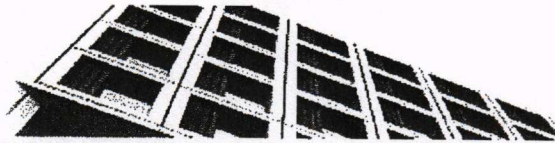
"Equipment" shall have the meaning set forth in the Agreement.

"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. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** 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. **Accounts.** 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. **Systems.** 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. **Restrictions.** 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. **Account Termination.** 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


TRANE


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

- e. **Third Party Systems.** 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.

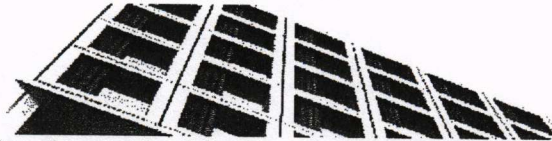
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, 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. **Customer Data: Compliance with Laws.** 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

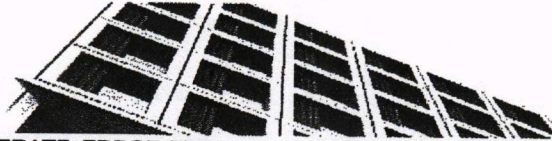
these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages 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. **Customer Data: Information Security Management.** 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. **Monitoring.** 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. Audits. 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.
9. 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. Threat and Vulnerability Management. 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. Secure Disposal Policies. 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. Contingency Planning/Disaster Recovery. 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. Return of Customer Data. 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. Background Checks 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. DISCLAIMER OF WARRANTIES. 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 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

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



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

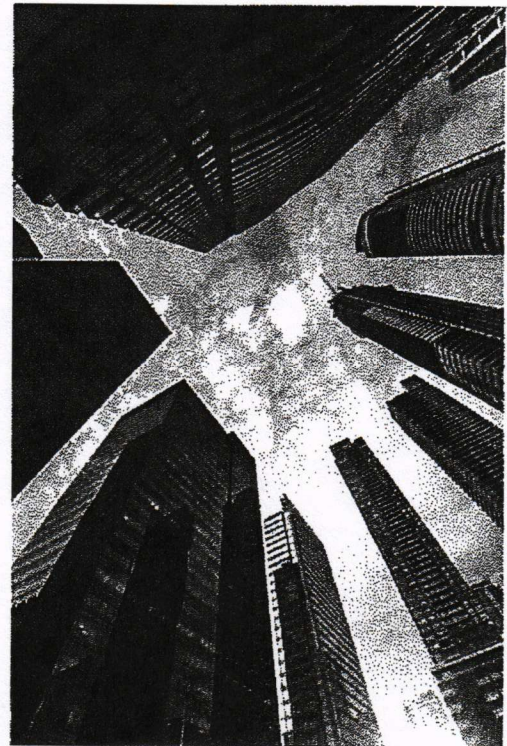
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

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 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



**TRANE®**

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 Everything 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

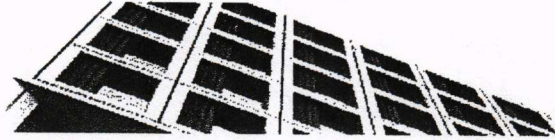
- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review 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

Augusta-Richmond Cnty - 5yr BAS Sched Maint 2025
Proposal ID: 7818674



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

Company Name

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

Trane Representative

Chris Gleiter
Cell: 706-726-1536

Sites Included:

Refer to the Site Coverage Page

Proposal ID

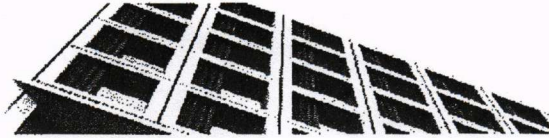
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Master Agreement

7412053

April 29th, 2025

TRANE
TECHNOLOGIES



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
- Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue consecutive 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

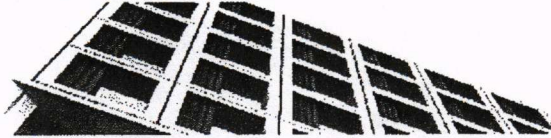
Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent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



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

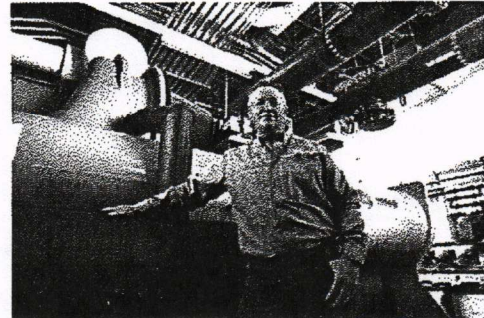
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

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.

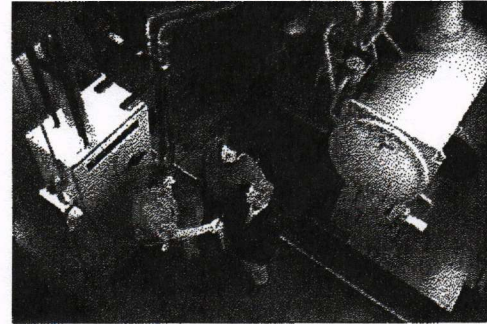
Implementation:

- 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 owners 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 constraints 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:

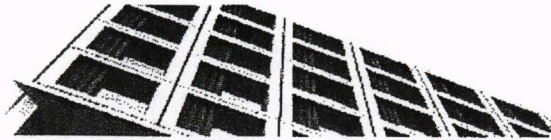
- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can 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.



HVAC EQUIPMENT COVERAGE

Augusta Animal Control

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

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

Service Description

Quantity Per Term

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

5
10

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

Quantity Per Term

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

5
10

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

Service Description

Quantity Per Term

Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 52)
Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance (Service 60)

5
5

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

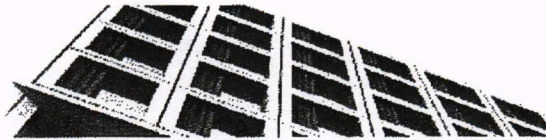
Service Description

Quantity Per Term

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

5

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**Service Description**

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

Quantity Per Term
5

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	F2040000050	CU-1

Service Description

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

Quantity Per Term
5

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

5

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

Service Description

Split System Computer Room Unit Annual Maintenance (Service 56)

Quantity Per Term
5

Split System Computer Room Unit Quarterly Maintenance (Service 69)

10

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

Service Description

Split System Air Handler Annual Maintenance (Service 58)

Quantity Per Term

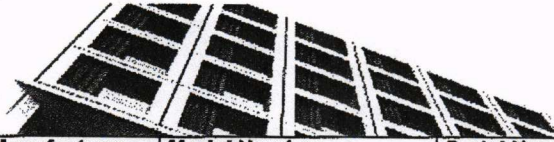
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Split System Air Handler Operational Maintenance (Service 68)

5

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	

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	201710711L	

Service Description

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)

Quantity Per Term

5
20

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

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)

Quantity Per Term

5
5
5

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

Service Description

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

Quantity Per Term

10
5
5
10

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

Service Description

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

Quantity Per Term

10
5
5
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
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)

Quantity Per Term

5

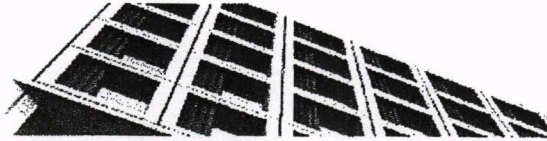
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		

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 Industrial Rooftop	1	Trane	SEHLF204DL	C14H05505	RTU 1

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**Service Description**

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

Quantity Per Term

5
10
5
5
15
5

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

Service Description

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

Quantity Per Term

5
10
5
5
15
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)

Quantity Per Term

5
5

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

Service Description

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

Quantity Per Term

5
10

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)

Quantity Per Term

5
15

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	

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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)

Quantity Per Term

5
5

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

Service Description

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

Quantity Per Term

5
5

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)

Quantity Per Term

5

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 Handlers - Generic	1	Carrier Corporation	39MN30B005	0105F00789	
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B	0105F00906	AHU 1
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B005	0105F00905	
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B005	0105F00925	

Service Description

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

Quantity Per Term

5
15

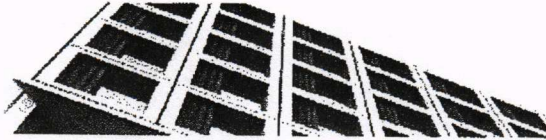
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Other	H3 3500-N-	50360582	B-1

Service Description

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

Quantity Per Term

5
5



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 Digital Inspection Setup (Service 26)

Quantity Per Term

5

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

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)

Quantity Per Term

5

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

5

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

Service Description

Multi Position Air Handler Annual Inspection (Service 88)

Quantity Per Term

5

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

5

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 CGAX_CXAX: Conquest	1	Trane	RTAC185	U16D05412	CHILLER 1

Service Description

CMSA SCREW RTAC Digital Inspection Setup (Service 26)

Quantity Per Term

5

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

10

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)

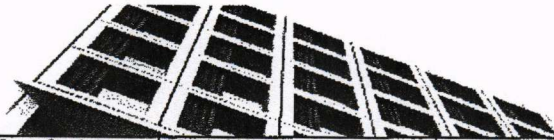
Quantity Per Term

5

M Series Quarterly (Service 43)

20

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Carrier Corporation	40MAQ	NS-21864624	

Service Description

NTP Ductless High Wall Indoor Unit Annual Inspection (Service 70)
NTP Ductless High Wall Indoor Unit Quarterly Inspection (Service 76)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Carrier Corporation	38MARBQ18A	0421V30899	

Service Description

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

Quantity Per Term

5
20

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

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

10

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)

Quantity Per Term

5
5
15
15

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

Service Description

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

Quantity Per Term

5
20

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

Service Description

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

Quantity Per Term

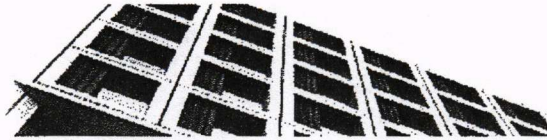
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Richmond County Human Resources Department

The following "Covered Equipment" will be serviced at Richmond County Human Resources Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Other	PY4GNAF300	0821F50363	
Rooftop Air Conditioners - Generic	1	Other	PY4GNAF300	1621F48942	

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**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)

Quantity Per Term

5

5

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

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)

Quantity Per Term

5

5

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)

Quantity Per Term

5

15

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

Service Description

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

Quantity Per Term

5

15

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

Service Description

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

Quantity Per Term

5

5

Augusta-Richmond County - 5 yr Sched Maint 2025
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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB066UA0	K09G15695	
Makeup Air Handlers - Generic	1	Trane	MCCB066UA0	K09G15722	

Service Description

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

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB050UA0	K09G15677	
Makeup Air Handlers - Generic	1	Trane	MCCB050UA0	K09G15686	
Makeup Air Handlers - Generic	1	Trane	MCCB066N0G	K09G15705	

Service Description

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

Quantity Per Term

5
5

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

Service Description

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

Quantity Per Term

5
5

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

Annual Pump Maintenance (Service 81)

Quantity Per Term

5

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:

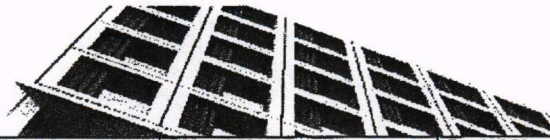
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB	NS-21862451	

Augusta-Richmond County - 5 yr Sched Maint 2025
Proposal ID: 7412053



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

Augusta-Richmond County - 5 yr Sched Maint 2025
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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

5
20

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)

Quantity Per Term

5
20

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)

Quantity Per Term

5
5
5

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

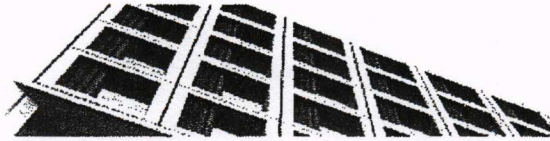
Service Description

Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)

Quantity Per Term

10

Augusta-Richmond County - 5 yr Sched Maint 2025
Proposal ID: 7412053



Service Description
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)

Quantity Per Term
5

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

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

Quantity Per Term
5
15
5
10

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

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

Quantity Per Term
5
15
15
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 Term
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)

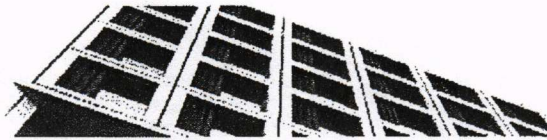
Quantity Per Term
5
15

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

Service Description
M Series Annual (Service 42)
M Series Quarterly (Service 45)

Quantity Per Term
5
15

Augusta-Richmond County - 5 yr Sched Maint 2025
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Service Description

Quantity Per Term

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)

Quantity Per Term

5
15

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	5500 ERVH	044SE66856-02-0000701	ERV-1I

Service Description

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

Quantity Per Term

5
15

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)

Quantity Per Term

5

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

Service Description

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

Quantity Per Term

5
15

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 (Service 50)
Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance (Service 57)
Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance (Service 67)

Quantity Per Term

5
5
15

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

Augusta-Richmond County - 5 yr Sched Maint 2025
Proposal ID: 7412053



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

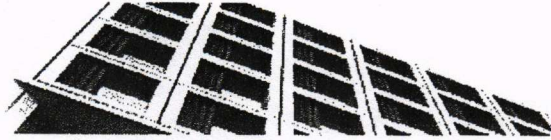
Service Description
Annual Pump Maintenance (Service 81)

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. ****

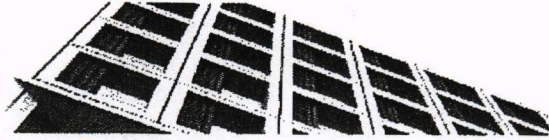
Georgia	
HVAC Rates	2/21/2025
Applied - Standard Time	\$ 178.00
Applied - Overtime Time	\$ 267.00
Applied - Premium Time	\$ 356.00
Trip Charge	\$ 69.00
Fuel Charge	\$ 39.00



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.

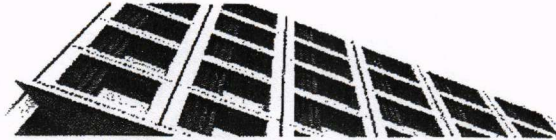
Following expiration of the initial term on May 31, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail 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 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

Augusta-Richmond County - 5 yr Sched Maint 2025

Proposal ID: 7412053

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Chris Gleiter

Printed Name

Proposal Date: April 29th, 2025

Cell: 706-726-1536

Title

License Number:

Purchase Order

Authorized Representative

Acceptance Date

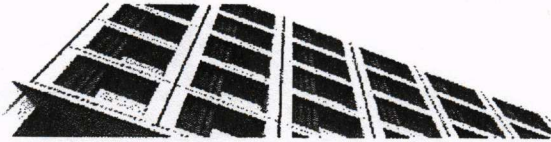
Title

Signature Date 5-22-25

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


TRANE


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. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than 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 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.

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; (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 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 ACKNOWLEDGES 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 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 (INCLUDING 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 for 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:

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; 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.

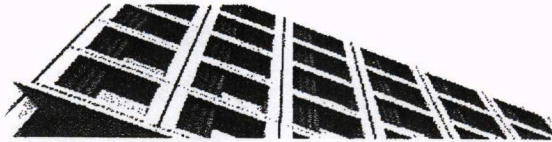
19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform 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:

"Customer Data" 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. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** 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. **Accounts.** 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. **Systems.** 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. **Restrictions.** 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. **Account Termination.** 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. **Third Party Systems.** 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. **Customer Data: Confidentiality.** 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. **Customer Data: Compliance with Laws.** 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. **Customer Data: Information Security Management.** 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. **Monitoring.** 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. Audits. 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.
9. 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. Threat and Vulnerability Management. 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. Secure Disposal Policies. 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. Contingency Planning/Disaster Recovery. 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. Return of Customer Data. 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. Background Checks 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. DISCLAIMER OF WARRANTIES. 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 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

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.

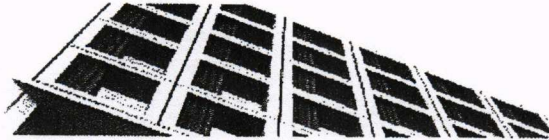
Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within 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

Augusta-Richmond County - 5 yr Sched Maint 2025

Proposal ID: 7412053

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.



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

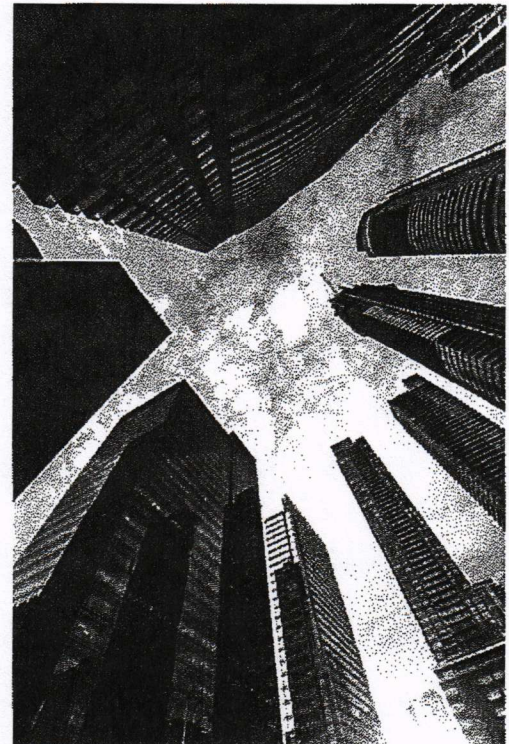
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

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 overheating and 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.

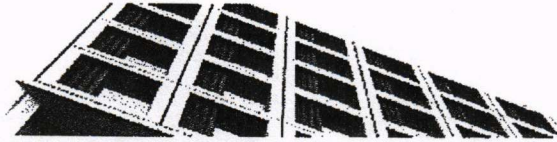
Description

- 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.


TRANE


- 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.

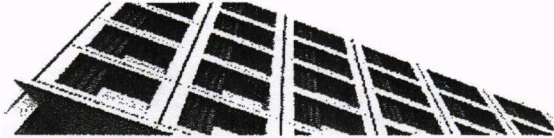
Service 4: Annual Seasonal Maintenance.
Description

- 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 overheating and 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

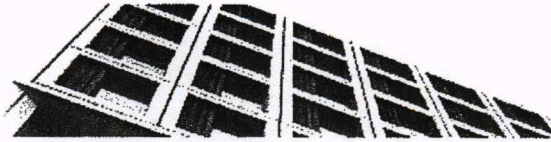
Description

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

Service 10: Centrifugal Annual Inspection

Description

- Customer Notification


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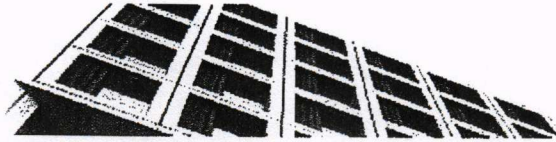
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage 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

- Customer Notification
- 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


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- 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
- 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
- Review Purge Report
- Oil Level And Temperature Check

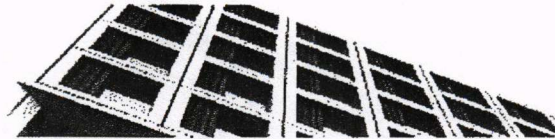
Service 14: Centrifugal Quarterly Inspection
Description

- Customer Notification
- Initial Site Inspection
- 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
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- Coil Cleaning Water (Applied)
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- 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**

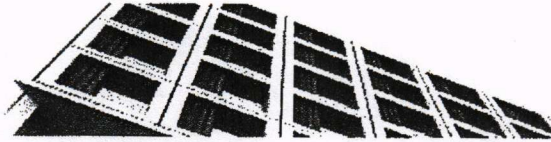
- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

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 XO

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 XO
- 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 XO
- 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 XO

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 XO
- 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 XO
- 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 XO
- 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 XO



- 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

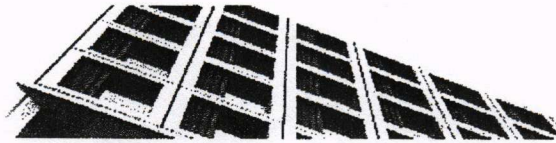
Description

- 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

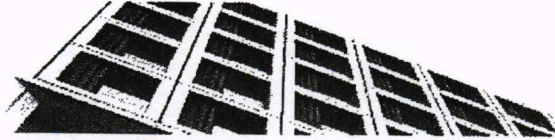
Description

- 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**

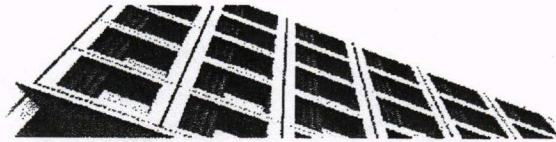
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Supply Fan Belt Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection (CSAA)
- Reinstall Access Panels or Close Access Doors
- Remove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

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

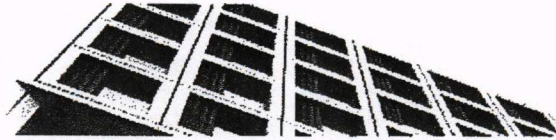
Description

- 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**

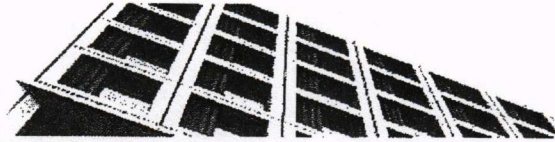
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (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 w/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

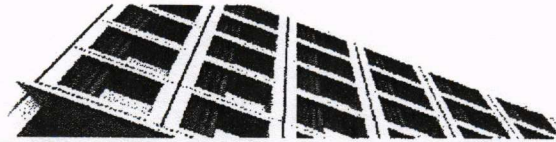
Description

- 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

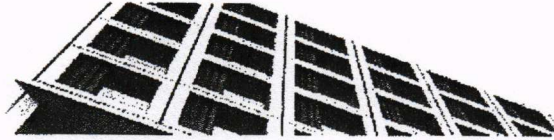
Description

- 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

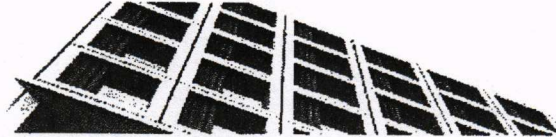
Description

- Change Filters

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

Description

- Unitary Visual Equipment Inspection


TRANE®


- Supply Fan Inspection Including LOTO
- 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

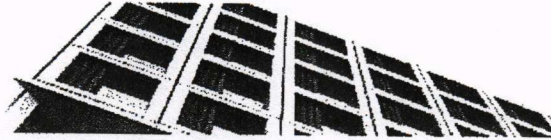
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Start Up Seasonal Heating (Gas)

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**

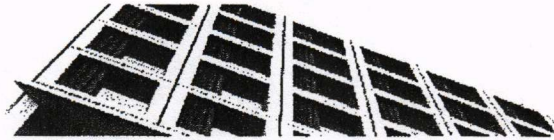
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Visual Condenser Coil Check
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- 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

**TRANE**

- 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. **Generally.** 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. **Scope of Performance Period Services**

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

Municipal Building

GPCO Meter #3072310 Electric Boilers

GPCO Meter #3180583 Main City Hall Building

Include BP/EPx4 (quarterly 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.

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			X		X				
Augusta Richmond County Judicial Center	Chillers	New Chiller to be added		X		X			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		X		X				
Augusta Animal Services		Existing Chiller	Existing ERU, Boiler, Pumps, BCU's	X		X	X			
Blythe Community Center			X	X	X		X	X		
Carrie J Mays Gymnasium			X	X	X		X	X		
Charles B Webster Detention Center	Chillers			X		X	X		Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) on an Annual basis
Downtown Park Division			X	X	X		X	X		
Gracewood Community Center			X	X	X		X	X		
Henry Brigham Park Swim Center			X	X	X		X	X		
Jamestown Community Center			X	X	X		X	X		
May Park Community Center			X	X	X		X	X		
McDuffie Woods Community Center			X	X	X		X	X		
Newman Tennis Center			X	X	X		X	X		
Old Government House			X	X	X		X	X		
Recreation, Parks, and Facilities Administrative Offices			X	X	X		X	X		
Richmond Cty Muni S Waste Main Bldg*			X	X	X		X	X		
Richmond Cty Muni S Waste Scale House			X	X	X		X	X	X	
Richmond County			X	X	X		X	X		



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	X	X		X	X		
Sand Hill Community Center			X	X	X		X	X		
WT Johnson Community Center			X	X	X		X	X		

*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 during 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 \$ 307,777.00

The Annual Services escalation or adjustment Rate will be equal to the previous year's Consumer Price Index.



(*\$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;
- l. 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;



- o. 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.**



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Concrete Flatwork Repair Related to Hurricane Helene Storm Damage- Additional Work

Bid #25-905

File Reference: 26-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905 (26ENG171)
Background:	M. Mitchell Group is under contract with Augusta, Georgia to provide Hurricane Helene damaged concrete flat work services. Services are acquired under RFP 25-905. Augusta Commission awarded the contract on January 6, 2026. FEMA approved work is limited to specific length & width of damaged sidewalks & curbing. However, at several locations adjacent to FEMA approved work limits additional concrete repair work needs to be completed. The work includes the removal and replacement of damaged concrete panels, curb and gutter restoration. This project aims to restore safe pedestrian access and enhancing the overall walkability and resilience of Augusta's neighborhoods.
Analysis:	Although FEMA is covering a significant length of concrete work, there are sidewalk segments adjacent to FEMA approved length that also require repairs. Repairing these segments at the same time is cost effective and efficient, as M. Mitchell Group is already performing FEMA approved work in the vicinity.
Financial Impact:	Funds are available in Engineering SPLOST 8 Sidewalks Improvements.
Alternatives:	Do not approve and identify alternate options to complete this maintenance repairs construction.
Recommendation:	Approve supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905

Funds are available in (\$121,014) 330-041120-54.14110 - FEMA Imbursement & SPLOST 8
the following accounts: Resurfacing

REVIEWED AND HM/sr
APPROVED BY:

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO:  Andy Penick, Director of Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: September 22, 2026
SUBJECT: **The M. Mitchell Group**
RFP 25-905
Purchase Order No: 26ENG171

Please approve supplemental funding for the concrete flatwork repair related to Hurricane Helene Storm Damage – Additional work. This is to cover the cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. This supplemental funding also includes the removal and replacement of damaged concrete panels, curb and gutter restoration, and aims to restore safe pedestrian access of Augusta's neighborhoods.

It is agreed that as a result of the above-described modifications the contract amount is increased by \$121,014.00 from \$408,731.00 to \$529,745.00.

Funding will come from account number:

\$121,014 - 330-041120-54.14110 – SPLOST 8 Resurfacing funds

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD


M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
 Office #: (678) 664-0293/Fax #: (678) 664-0269
 Email: marcus@themitchellgroup.com

July 30th 2026

Proposal Submission To:

Vencent Miller

VMiller@augustaga.gov

Dear Vencent,

Project: AUGUSTA - Additional FEMA Flat work

The M. Mitchell Group, LLC (TMMG) is pleased to present this proposal to roots removal and concrete services to the addresses listed.

We will supply all labor, materials and the necessary equipment to complete the scope of work as indicated. We will coordinate with the owner to facilitate compliance with the schedule as set forth by both parties.

Description: The work to be done shall include all labor, materials, equipment, and services necessary to complete *root removal and concrete pour* on the locations below

	Length	Width	Price
1003 Milledge Rd	125	5	\$14,960.00
Roots will need to be removed before concrete can be poured			
1004 Milledge Rd	50	5	\$7,230.00
978 Heard Ave	80	5	\$9,290.00
Roots will need to be removed before concrete can be poured			
1105 Heard Ave	65	5	\$8,990.00
Roots will need to be removed before concrete can be poured			
1106 Heard Ave	30	5	\$6,880.00
2050 Walton Way	100	5	\$13,500.00
Roots will need to be removed before concrete can be poured			



M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
Office #: (678) 664-0293/Fax #: (678) 664-0269
Email: marcus@themmitchellgroup.com

The total cost to complete this scope of work is Sixty Thousand Eight Hundred Fifty Dollars (\$60,850.00).

We appreciate the opportunity to present this information and look forward to working with you in the future. If you should have any questions or comments, please do not hesitate to contact me at 404-886-4338.

Sincerely,

Marcus Mitchell
President/CEO


M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
 Office #: (678) 664-0293/Fax #: (678) 664-0269
 Email: marcus@themitchellgroup.com

August 13th 2026

Proposal Submission To:

Vencent Miller

VMiller@augustaga.gov

Dear Vencent,

Project: AUGUSTA - Additional FEMA Flat work #2

The M. Mitchell Group, LLC (TMMG) is pleased to present this proposal to roots removal and concrete services to the addresses listed.

We will supply all labor, materials and the necessary equipment to complete the scope of work as indicated. We will coordinate with the owner to facilitate compliance with the schedule as set forth by both parties.

Description: The work to be done shall include all labor, materials, equipment, and services necessary to complete *root removal and concrete pour* on the locations below

Additional FEMA Flat work 2		
	Length	Width
2021 Walton Way	80	5
1944 Walton Way	80	5
3125 walton Way	100	5
3215 Winding wood Pl	50	5
C&G	50	1.5
810 Walton Woods Ct		
C&G	50	1.5
2124 highland Ave	60	5
2638 Walton Way	60	5
1305 Walton Way	150	5
905 Heard	30	5
944 Heard	40	5
Tree Roots to remove	4	



M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street, Carrollton, GA 30117
Office #: (678) 664-0293/Fax #: (678) 664-0269
Email: marcus@themmitchellgroup.com

The total cost to complete this scope of work is Forty-Nine Thousand One Hundred Sixty-Two Dollars and 31/100 Cents. (\$49,162.31).

We appreciate the opportunity to present this information and look forward to working with you in the future. If you should have any questions or comments, please do not hesitate to contact me at 404-886-4338.

Sincerely,

Marcus Mitchell
President/CEO



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Deans Bridge Road MSW Landfill Phase 3, Stage 2 South Cell 2-Phase 1 Construction

RFP 26-272

File Reference: 26-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272
Background:	Deans Bridge Road MSW Landfill Phase 3 active phase is reaching close to its daily waste intake airspace capacity. It warrants construction of the next cell in a timely manner to keep the facility in compliance with its regulatory permit operation & maintenance plan to continue receiving and placing daily waste intake. In addition, maintaining the structural integrity of a newly constructed cell is required when only selected waste is placed on the newly constructed cell. During this transition period, the current cell stays active, receiving the rest of incoming waste. Hence completing construction of new cell by start of 2027 is critical. New cell waste intake area is around eight (8) acres.
Analysis:	Proposals received August 13, 2026. Received proposals evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. Four firms (submitted proposal. These firms are Gearig Civilworks LLC, Morgan Corporation, Piedmont Mining LLC, and Shamrock Construction) Morgan Corporation being top ranked and the selected firm.
Financial Impact:	To be funded through Solid Waste Enterprise Reserved Fund.
Alternatives:	No alternative proposed. Timely award of this contract & constructing new cell is critical to create solid waste daily intake needed additional airspace.

Recommendation: Approve the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272

Funds are available in the following accounts: (\$4,767,795) 541-000000-1232130 - Solid Waste Enterprise Reserved Funds

REVIEWED AND HM/sr
APPROVED BY:

Request for Proposal

Bid Announcement for RFP #26-272 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department.

Sealed proposals will be received in the Augusta Procurement Department on or before **Thursday, August 6th at 2:00pm**, during our normal business hours from 8:30 am to 5:00 pm, Monday through Friday.

Bid openings are open to the public located at Augusta Municipal Building, 535 Telfair Street, Suite 605, Augusta, GA 30901 or virtually via Microsoft Teams; Meeting ID: 289 497 715 450 577; Passcode: V6wL9nA9.

No proposals will be accepted by email. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor. A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706) 821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of \$100.00 for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706) 722-6488 beginning Thursday, June 25, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Mandatory Pre-Bid conference will be held on **Monday, July 20, 2026, at 2:00pm** in the Hicks Conference Room located at 452 Walker Street and virtually via Teams; Meeting ID: 248 577 005 070 197; Passcode: AD23bQ9i. For the optional site-visit please contact Ms. June Hamal in advance at jhamal@augusaga.gov.

Bidders must mark RFP #26-272 on the outside of the submittal envelope. Bidders must separate their Fee Proposal into a sealed envelope, and technical qualifications in a separate sealed envelope. All instructions are in the Bid Documents.

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Thursday, July 23rd, 2026, by 5:00pm**

Deliver all bids to:
Attn: Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Publish: Augusta Chronicle June 25th and July 2nd, 9th, and 16th



**RFP Opening: RFP #26-272 Deans Bridge Road MSW Landfill Phase III,
Stage II South Cell 2 - Phase 1
for Augusta, GA - Augusta Engineering and Environmental Services Department
RFP Due Date: Thursday, August 13, 2026 @ 2:00 p.m.**

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 277
Georgia Procurement Registry: 1052
Mandatory Pre-Bid Conference: 37
Total packages submitted: 4
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1, 2, &3	E-Verify Number	SAVE Form	Original & USB Drive	Bid Bond	Fee Proposal
Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813	Yes	Yes	226337	Yes	Yes	Yes	Yes
Morgan Corporation 1800 E. Main Street Duncan, SC 29334	Yes	Yes	132551	Yes	Yes	Yes	Yes
Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833	Yes	Yes	924422	Yes	Yes	Yes	Yes
Shamrock Construction 503 Patton Avenue Greensboro, NC 27406	Yes	Yes	2302820	Yes	Yes	Yes	Yes

No Response Letter - CBP Environmental, Inc

 Evaluation Sheet RFP Item #RFP Item #26-272 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 RFP Due: Thursday, August 6, 2026 at 2:00pm. Evaluation Date: Tuesday, August 25, 2026 @ 2:00 p.m.																		
Vendors			Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813		Morgan Corporation 1800 E. Main Street Duncan, SC 29334		Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833		Shamrock Construction 503 Patton Avenue Greensboro, NC 27406		Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813		Morgan Corporation 1800 E. Main Street Duncan, SC 29334		Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833		Shamrock Construction 503 Patton Avenue Greensboro, NC 27406	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)															
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								Weighted Scores						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	15	3.7	5.0	3.2	5.0	55.0	75.0	47.5	75.0							
3. Organization & Approach		(0-5)	10	3.5	4.8	3.0	3.3	35.0	48.3	30.0	33.3							
4.Scope of Services: a.Detailed Scope of Services to be Provided i.Proposed scope of services is appropriate for all phases of the work. ii.Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b.Project Deliverables iii.Deliverables are appropriate to schedule and scope set forth in above requirements. iv.Describe Project construction execution and sequence c.Bost Control and Budgeting Methodology v.Proposer has a system or process for managing cost and budget. vi.Evidence of successful budget management for a similar project/service.		(0-5)	25	3.0	5.0	3.0	3.2	75.0	125.0	75.0	80.8							
5. Schedule of Work		(0-5)	15	3.0	5.0	3.0	3.8	45.0	75.0	45.0	57.5							
6. Proximity to Area - enter the point value for the one line only) Non-Weighted											Cost/Fee Proposal Consideration							
Within Richmond County		50						0.0	0.0	0.0	0.0							
Within CSRA		30	30.0			30.0		30.0	0.0	30.0	0.0							
Within Georgia		20						0.0	0.0	0.0	0.0							
Within SE		10		10.0			10.0	0.0	10.0	0.0	10.0							
All Others		5						0.0	0.0	0.0	0.0							
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			43.2	29.8	42.2	25.4	240.0	333.3	227.5	256.7								
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
7. Presentation by Team		(0-5)	10					0.0	0.0	0.0	0.0							
8. Q&A Response to Panel Questions		(0-5)	5					0.0	0.0	0.0	0.0							
9. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-Weighted																		
Lowest Fees		50				50.0		0.0	0.0	50.0	0.0							
Second		30					30.0	0.0	0.0	0.0	30.0							
Third		20	20.0					0.0	20.0	0.0	0.0							
Forth		10	10.0					10.0	0.0	0.0	0.0							
Fifth		5						0.0	0.0	0.0	0.0							
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			10.0	20.0	50.0	30.0	10.0	20.0	50.0	30.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
Total Cumulative Score (Maximum point is 500)			53.2	49.8	92.2	55.4	250.0	353.3	277.5	286.7								
Internal Use Only																		
Evaluator: Cumulative Date: 8/25/26																		
Procurement DepartmentRepresentative:____Nancy Williams_____																		
Procurement Department Completion Date: 8/25/26																		

**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

TO: Andy Penick, Director Procurement

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

DATE: August 28, 2026

SUBJECT: DBRLF Phase 3 Stage II South Cell 2-Phase 1 Construction
RFP 26-272
File Reference: 26-014(A)

It is the recommendation of Augusta Engineering (AE) to award RFP 26-272, "Deans Bridge Road NSW Landfill Phase III, Stage II South Cell 2-Phase 1," to Morgan Corporation (Morgan), the highest-ranked firm. AE reviewed and evaluated Morgan's proposed fees and determined them to be reasonable. Accordingly, AE recommends acceptance of Morgan's fees as submitted in its response to RFP 26-272.

AE is preparing a contract award agenda item for consideration and action by the Augusta Commission. The award is contingent upon receipt and execution of the signed contract, as well as submission of all required bonds & insurance documentation.

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

Thank you.

/hm

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

Augusta Blueprint & Microfilm, Inc

#26-272 Deans Bridge Rd MSW Landfill Phase III, Stage II South Cell 2 - m Phase 1 Landfill Phase III Stage II South Cell 2 - Phase I

Item 11.

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Piedmont Mining, LLC			X	X	815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	
2	Gearig Civilworks, LLC			X	X	322 Grimaude Blvd. Grovettown, GA 30813 ryanr@gearig.com	706-832-6729	706-860-9639
3	Shamrock Construction & Remediation, LLC		X		X	503 Patton Avenue Greensboro, NC 27406 bward@shamrockconstruct.com	336-708-5930	
4	Comanco Environmental Corporation		X		X	4301 Sterling Commerce Drive Plant City, FL 33566 estimatingadmin@comanco.com	813-988-8829	813-652-8702
5	Blue Flame Crew		X		X	1733 Park Street Naperville, IL 60563 rmasukawa@Blueflameco.com	925-549-0805	
6	Contract Management Inc,			X	X	1829 Killingsworth Road Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
7	T & K Construction LLC		X		X	235 County Road 1242 Vinemont, AL 35179 mike@tandkconstruction.com	256-734-6611	256-734-4977
8	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 pam.exton@constructconnect.com	513-588-1501	
9	CBP		X		X	1928 Executive Park Drive Statham, GA jacob.odon@cbpinc-ga.com 980-699-8888	770-725-7400	
10	Integrity Environmental Solutions, LLC		X		X	1601 Johnson Ferry Road, Suite 300 Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
11	Barnett Southern Corporation			X	X	3515 Wheeler Rd Bldg C Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
12	L&S Contractor			X	X	753 S. Allen Rd. Fiat Rock, NC 28731 nate.lawing@lawingandson.com	910-391-7072	
13	RTD Enterprises				X	196 Old Pointe Madison, ME 04950 Garrett@rtdenterprises.com	207-313-9414	
14	BlueWater EnviroLining				X	3411 S Council Road OKC, OK 73179 pboren@bluewaterok.com	405-568-8313	405-703-9024
15	Morgan Corporation				X	1800 E Main Street Duncan, SC 29334 tcsenge@morgan-corp.com	603-313-9978	

Augusta Blueprint & Microfilm, Inc

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11	Barnett Southern Corporation			X	X	3515 Wheeler Rd Bldg C Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
12	L&S Contractor			X	X	753 S. Allen Rd. Flat Rock, NC 28731 nate.lawing@lawingandson.com	910-391-7072	
13	RTD Enterprises				X	196 Old Pointe Madison, ME 04950 Garrett@rtdenterprises.com	207-313-9414	
14	BlueWater EnviroLining				X	3411 S Council Road OKC, OK 73179 pboren@bluewaterok.com	405-568-8313	405-703-9024
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15	Morgan Corporation				X	1800 E Main Street Duncan, SC 29334 tcsenge@morgan-corp.com	603-313-9978	

Planholders

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

Supplier (10)

Supplier ⌵	Download Date
Apex Contract Solutions	07/31/2026
ConstructConnect	07/09/2026
Dodge Data	07/08/2026
GovGuide	07/16/2026
L&S Site Contractor	07/09/2026
M J Construction Company Anchor Construction	07/14/2026
Onvia, Inc. - Content Department	07/08/2026
Sanders Welding & Fabrication Llc	07/13/2026
scs field services	07/10/2026
Tartes steel innovations LLC	07/27/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Apex Contract Solutions
Contact Name	Selena Myles
Address	907 creekdale dr , Clarkston, GA 30021
Email	apexcontractusa@gmail.com
Phone Number	(66-2) -275-5379

Documents

Filename	Type	Action
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LANDSERVER
2831 CARWELL ROAD
RICHMOND, VA 23234

LEWIS CONTRACTING SERVICES
457 FLAT SHOALS AVE. SE, SUITE 2
ATLANTA, GA 30316

ENVIRONMENTAL SPECIALTIES
7943 PECUE LANE SUITE A
BATON ROUGE, LA 70809

GEARIG BROTHERS CIVILWORKS
322 GRIMAUDE BLVD
GROVETOWN, GA 30813

GARNTO SOUTHERN CONSTRUCTION
4811 CLARK DRIVE
EVANS, GA 30809

PEED BROTHERS
42 INDUSTRIAL ROAD
BUTLER, GA 31006

**COOPER BARNETTE PAGE
ENVIRONMENTAL**
1928 EXECUTIVE PARK DR., SUITE A
STATHAM, GA 30666

PHILLIPS & JORDAN
2500 FAIRFAX RD., SUITE 101D
GREENSBORO, NC 27407

CAMANCO
4301 STERLING COMMERCE DR
PLANT CITY, FL 33569

T & K CONSTRUCTION
235 COUNTY ROAD 1242
VINEMONT, AL 35179

SOUTHEAST ENVIRONMENTAL
5567 VAL DEL ROAD
HAHIRA, GA 31632

L-J
220 STONERIDGE DR., SUITE 405
COLUMBIA, SC 29210
(RETURN MAIL)

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

TERRA EXCAVATING, LLC
1760 GORDON HIGHWAY
AUGUSTA, GA 30904
RETURNED MAIL

BEAM'S CONTRACTING
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

STRACK, INC.
125 LASER INDUSTRIAL COURT
FAIRBURN, GA 30213

RICHARDSON CONSTRUCTION CO
6806 MONTICELLO RD.
COLUMBIA, SC 29203

C. A. MURREN & SONS
2275 LOGANVILLE HWY.
GRAYSON, GA 30017

**AMERICAN ENVIRONMENTAL &
CONSTRUCTION SERVICES, INC.**
1170 TIDWELL ROAD, SUITE 103
ALPHARETTA, GA 30004

**EARTHWORKS GRADING &
CONTRACTING**
6556 GEORGE WALTON DRIVE
HARLEM, GA 30814

MAGNUM CONTRACTING, LLC
2 MOUNTAIN PARK
JASPER, GA 30143

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
MAILED OUT 06/25/26

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
BID DUE: THURS., 08/06/26 @ 2:00 P.M.

JUNE HAMAL
ENGINEERING DEPARTMENT

DR. YOLANDA JACKSON
COMPLIANCE DEPARTMENT

DR. HAMEED MALIK
ENGINEERING DEPARTMENT

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Rhythm Engineering Rhythm Systems Technical Support
& Software Update for Richmond County Traffic ITS Program

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County's Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.
Background:	Rhythm Engineering is sole provider of this system and associated technical services and software upgrades. The Augusta Traffic Engineering existing ITS operations supported by Rhythm InSync adaptive signal control system. This system, along with the TE network has greatly improved Augusta ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held each April. Much of the hardware and software that currently runs on our traffic signals network need continuous technical support and software upgrades.
Analysis:	The Augusta Traffic Engineering existing ITS operations supported by Rhythm InSync adaptive signal control system. This system operation & maintenance require continuous technical support services and associated software upgrades. Rhythm Engineering is sole sour provider of these services and offer such services on annual contract basis. No other options are offered.
Financial Impact:	SPLOST 8- Traffic Safety Operations
Alternatives:	Not proposed.
Recommendation:	Approve funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County's Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.

Funds are available in (\$41,000) (\$41,000) 330-041110-54.24120 / 222830909-54.24120 - SPLOST 6 -
the following accounts: Traffic Safety Operations

REVIEWED AND HM/sr
APPROVED BY:



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Rhythm Engineering E-Verify Number: 238686

Commodity: Technical Support & Software Upgrade

Estimated annual expenditure for the above commodity or service: \$ 41,000.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: AEES

Date: 9/16/2026

Department Head Signature: [Signature]

Date: 9/16/20

Approval Authority: Andy Penick

Date: 9/18/26

Administrator Approval: (required – not required) _____

Date: _____

COMMENTS:

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Andy Penick – Procurement Director Hameed

FROM:  Malik, P.E., Ph D., Engineering Director August

DATE: September 16, 2026

SUBJECT: Rhythm Engineering System Technical Support & Software upgrade

Rhythm Engineering is the industry standard provider for adaptive traffic control systems throughout the country. Rhythm Engineering is the sole provider of the In-Sync Adaptive Traffic Control System used extensively throughout Augusta, Richmond County, and the CSRA. In-Sync items technical support and software upgrades must be done by them, as they are the only authorized entity to sell their own products or perform such work.

Rhythm engineering presently provides technical & software upgrade support to Augusta Engineering Traffic ITS TMC operation. Continuity of such support is critical for proper functioning of ITS system.

Rhythm Engineering is headquartered in Lenexa, Kansas and has customers throughout the United States.

cc: File



Rhythm Engineering, LLC

Invoice

Quote To Name Hameed Malik, Ph.D., P.E.
 Quote To 452 Walker St. Suite 120
 Augusta, Georgia 30901
 USA

Invoice Number 4489
 Invoice Date 7/22/2026

New Company Address:
 14019 W 95th St
 Lenexa, KS, Kansas 66215
 USA

Shipping & Invoice Addresses

Shipping Address Augusta, GA
 452 Walker St. Suite 120
 Augusta, GA 30901
 USA

Invoice Address Augusta, GA
 452 Walker St. Suite 120
 Augusta, GA 30901
 USA

Contract Details

Quote Reference 027177
 S.O. No 18-14824

Opportunity Name (CSR1) Consolidated Support Renewal Augusta,
 GA 027177
 Account Name Augusta, GA
 Terms Net 30

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 40 intersections for the period 2026-07-01 - 2027-07-01	40.00	\$1,000.00	\$40,000.00
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 1 intersections for the period 2027-01-01 - 2028-01-01	1.00	\$1,000.00	\$1,000.00

Subtotal	\$41,000.00
Grand Total	\$41,000.00
Payments	\$0.00
Balance Due	\$41,000.00

A 5% Processing Fee will added to all credit card orders.

Terms & Conditions

Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees. Time is of the essence. In addition to any other remedies available to Rhythm at law or in equity to address Client's breach of its obligations to pay Rhythm



Commission Meeting

Meeting Date: 09/29/2026

Approve Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Approve Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project
Background:	The Utilities Department applied for the Department of Community Affairs OneGeorgia grant to be applied towards the Woodlake Sewer and Water replacement project. This will repair or replace approximately 7,000 feet of water and sewer pipe in and around the Woodlake neighborhood, which was damaged or negatively impacted by Hurricane Helene. An analysis of water resources in the area will be conducted, and a permit submitted to the USACE and Ga EPD for compliance with regulatory permitting requirements.
Analysis:	This scope of work is the next phase in conducting the water and sewer design, and will allow us to move forward with this grant.
Financial Impact:	\$ Total cost is estimated to be \$30,500.
Alternatives:	No Alternative.
Recommendation:	Approve this contract for services.
Funds are available in the following accounts:	\$30,500 is available in 507043490-5212115 / 80300105-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A



August 20, 2026

Wes Byne, P.E.
Director, Augusta Utilities Department
452 Walker Street
Augusta, GA 30906
WByne@augustaga.gov

Re: Proposal for Environmental Services
Woodlake Sewer and Water Replacement Project
Project #695.4

Dear Mr. Byne:

Bluewater Engineering Services is pleased to submit this proposal to provide professional environmental consulting services for the Woodlake Sewer and Water Replacement Project. The project involves the proposed replacement and relocation of sanitary sewer infrastructure, associated streambank restoration or stabilization, and replacement of portions of the existing water distribution system. The project is located within the Woodlake and Quail Hollow neighborhoods near Tobacco Road, Windsor Spring Road, and the Gate 5 entrance to Fort Gordon. The broader project area encompasses approximately 1,800 parcels, as described in the Preliminary Engineering Report prepared for the Augusta Utilities Department in December 2025.

Wetlands, streams, and other aquatic resources are anticipated within the project area. The proposed environmental services will include an aquatic resources delineation, GPS location and mapping of delineated resources, preparation of an Aquatic Resources Delineation Report, and coordination with the U.S. Army Corps of Engineers to obtain a Preliminary Jurisdictional Determination. Based on the currently anticipated project activities, Bluewater will also prepare and submit the documentation necessary to seek authorization under an applicable Department of the Army Nationwide Permit pursuant to Section 404 of the Clean Water Act. If the final design includes encroachments within Georgia's State-mandated 25-foot stream buffer, Bluewater will prepare and submit a Stream Buffer Variance application to the Georgia Environmental Protection Division. A detailed scope of services is provided below.



Scope of Services

I. Aquatic Resources Delineation and Location/Mapping

- Review any available maps, aerial imagery, and other relevant documentation of the project area prior to site visit.
- Perform a site visit to evaluate the project area for wetlands, streams, and other aquatic resources.
- Delineate and flag the boundaries of wetlands, streams, and other aquatic resources within the project area, if present.
- Evaluate delineated streams and other waters for potential classification as State waters subject to Georgia's stream-buffer requirements.
- Locate the delineated aquatic resource boundaries using survey-grade GPS/GNSS equipment.
- Prepare GIS mapping depicting the location and extent of delineated aquatic resources within the project area.

***Note:** GPS/GNSS accuracy may be affected by dense vegetation, tree canopy, terrain, satellite reception, and other field conditions. Professional land surveying and preparation of a signed or certified aquatic-resources plat by a licensed land surveyor are not included in this scope. If required by the U.S. Army Corps of Engineers or another regulatory agency, those services may be provided under a separate proposal.*

II. Aquatic Resources Delineation Report (ARDR)

- Prepare applicable wetland determination data forms, stream assessment forms, photographs, maps, and other supporting documentation.
- Prepare an Aquatic Resources Delineation Report describing the evaluation methods, existing site conditions, and aquatic resources identified within the project area.
- Provide a preliminary professional assessment of the potential federal and State regulatory status of the identified aquatic resources.
- Prepare and submit the final Aquatic Resources Delineation Report and associated mapping to the client.

***Note:** The regulatory status and jurisdictional limits of aquatic resources are subject to verification by the applicable regulatory agencies. The ARDR does not constitute a jurisdictional determination by the U.S. Army Corps of Engineers.*



III. Preliminary Jurisdictional Determination (PJD)

- Prepare the maps, forms, and supporting documentation required for a Preliminary Jurisdictional Determination request.
- Coordinate with the client and project engineer to obtain available project information necessary for the submittal.
- Prepare and submit the PJD request package to the U.S. Army Corps of Engineers for review of the delineated aquatic-resource boundaries within the project area.
- Coordinate with the U.S. Army Corps of Engineers during its review of the PJD request.

***Note:** A Preliminary Jurisdictional Determination (PJD) is a non-binding tool for planning and permitting and does not assert or concede Clean Water Act jurisdiction. A PJD assumes aquatic resources may be jurisdictional solely to advance the project. This scope does not include an Approved Jurisdictional Determination (AJD), which is the only binding jurisdictional decision under current guidance and the Sackett v. EPA (2023) standard. An AJD would require a separate scope and additional coordination with the U.S. Army Corps of Engineers.*

IV. Section 404 Pre-Construction Notification (PCN)/ Nationwide Permit (NWP)

If the final project design results in impacts to waters of the United States requiring Department of the Army authorization, Bluewater will perform the following services:

- Review the proposed project plans and calculate temporary and permanent impacts to aquatic resources.
- Prepare the project description, purpose and need, avoidance and minimization narrative, impact tables, photographs, location maps, and other supporting documentation required for the PCN package.
- Perform a qualitative assessment of aquatic-resource functions and adverse impacts in accordance with applicable U.S. Army Corps of Engineers compensatory-mitigation guidance, if required.
- Coordinate with mitigation banks to determine credit availability and prepare an estimated mitigation-credit cost, if compensatory mitigation is required.
- Coordinate with the Augusta Utilities Department Engineer regarding impact calculations, construction details, plan sheets, and supporting exhibits. Required impact sketches and engineering exhibits will be prepared by the Augusta Utilities Department Engineer.



- Prepare and submit the PCN package to the U.S. Army Corps of Engineers requesting authorization under the applicable Nationwide Permit.

***Note:** This scope assumes that the proposed impacts qualify for authorization under a Nationwide Permit. Preparation of an Individual Permit application, purchase of mitigation credits, agency fees, substantive responses to Requests for Additional Information, and revisions resulting from changes to the project design are not included in this scope.*

V. Stream Buffer Variance

If the final project design results in encroachment within Georgia's State-mandated 25-foot stream buffer, Bluewater will perform the following services:

- Coordinate with the Augusta Engineering Department, acting as the Local Issuing Authority, and request written confirmation that a Stream Buffer Variance is required for the proposed buffer encroachments.
- Review the proposed design and calculate temporary and permanent impacts within the State-mandated stream buffer.
- Prepare the Stream Buffer Variance application, alternatives analysis, project justification, photographs, impact calculations, and other supporting documentation required by the Georgia Environmental Protection Division.
- Coordinate with the client and Augusta Utilities Department Engineer regarding the proposed buffer impacts, construction details, and supporting exhibits. Stream-buffer impact exhibits and engineering plan sheets will be prepared by the Augusta Utilities Department Engineer.
- Prepare and submit the completed Stream Buffer Variance application package to Georgia EPD for review.

***Note:** This scope does not include application fees, public-notice costs, substantive responses to agency Requests for Additional Information, or revisions resulting from changes to the project design. These services may be provided under a separate scope or on a time-and-materials basis.*



Fee Structure

Fees are based on the scope of services described above. Tasks I through III constitute the base environmental services for the project. Tasks IV and V are contingent services that will be performed only if required by the final project design and authorized by the client. Unless otherwise stated, services outside the defined scope will be performed on a time-and-materials basis in accordance with the attached Terms and Conditions.

<u>Base Environmental Services</u>	Fee
I. Aquatic Resources Delineation and Survey-Grade GPS Mapping	\$ 10,000
II. Aquatic Resources Delineation Report (ARDR)	\$ 3,000
III. Preliminary Jurisdictional Determination (PJD)	\$ 4,500
Base Services Subtotal	\$ 17,500
 <u>Contingent Permitting Services</u>	
IV. Section 404 PCN/Nationwide Permit	\$ 8,000
V. Georgia EPD Stream Buffer Variance	\$ 5,000
Contingent Services Subtotal	\$ 13,000
 Total Proposed Fee, if all services are required	\$ 30,500

Requests for Additional Information

Following submission of the PJD, PCN/Nationwide Permit, or Stream Buffer Variance application, the reviewing regulatory agency may issue one or more Requests for Additional Information (RAIs). Routine administrative coordination and project-status inquiries are included in the applicable task fee. However, substantive RAI responses requiring additional analysis, fieldwork, meetings, revised calculations, revised exhibits, or coordination resulting from changes to the project design are not included in the fixed-fee scope.

If requested and authorized by the client, Bluewater will prepare substantive RAI responses on a time-and-materials basis in accordance with the attached Terms and Conditions. Bluewater will not exceed the authorized budget without prior approval from the client.

Estimated Budget for Regulatory RAI Responses: \$ 2,500-\$5,000



Exclusions

Except as listed herein, work outside the stated scope of services is excluded from this proposal. Additional services may be provided at the request of the owner. Services may be secured through a separate contract, or on an hourly rate basis as described in the Terms & Conditions section herein. Unless specifically identified in this proposal, the following services are excluded:

- Approved Jurisdictional Determination (AJD)
- Individual Permit applications
- Georgia EPD Section 401 Water Quality Certification
- Endangered species surveys or consultation
- Cultural resource investigations
- NEPA documentation
- Survey-grade wetland/aquatic resources plats
- Boundary or topographic surveying
- Construction staking or wetland flag certification by a licensed surveyor
- Permit modifications resulting from project redesign after submittal
- Construction-phase environmental compliance or monitoring
- Mitigation bank credit purchases or associated fees
- Federal, state, or local agency review fees

We appreciate the opportunity to provide these services and look forward to working with the Augusta Utilities Department on this project. If you have any questions or need additional information, please let us know.

Sincerely,

Bluewater Engineering Services

Nate Hobbs, PWS
Environmental & Field Services Manager



Terms & Conditions:

1. Cost for application and/or permit fees has not been included in this proposal. Payment of such fees shall be the responsibility of the owner.
2. Invoices will be submitted monthly for work performed during the previous month. Payment is due within 30 days of the date of the invoice. Beyond 30 days, interest on accounts due will be assessed at 1.5% per month for each month of delinquency.
3. Unless other arrangements are made, additional services beyond the scope of this proposal may be obtained on a cost + 15% basis. Cost for hourly work shall be determined as follows:

Principal Engineer, P.E.	\$ 200.00/hr.
Project Manager	\$ 175.00/hr.
Design Engineer	\$ 150.00/hr.
Environmental Specialist	\$ 130.00/hr.
Field Technician/Inspector	\$ 75.00/hr.
Draftsman/CAD Technician	\$ 75.00/hr.
Administrative	\$ 55.00/hr.
Survey Crew	Request Quote

Mileage will be billed at the Federal rate (\$0.76/mile)

4. This proposal shall be valid for 30 days from the date of preparation. If the proposal has not been signed after such time, Bluewater Engineering Services reserves the right to modify the terms and fees in this proposal as needed.
5. The client agrees to limit the liability of Bluewater Engineering Services to the owner, contractor, and subcontractors on this project due to negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed the total fee for services rendered on this project.
6. Client agrees, to the fullest extent permitted by law, to indemnify and hold Bluewater Engineering Services, LLC harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors, consultants or anyone for whom the Client is legally liable, and arising from the project which is the subject of this proposal.
7. Bluewater Engineering Services shall not incur any liability associated with failure by the owner or contractor to adhere to the approved plans for this project. Further, Bluewater Engineering Services shall not be liable for use of the plans for purposes other than the construction of the project scope.
8. By signing below, you authorize Bluewater Engineering Services to proceed with the Scope of Services as presented herein.

Printed Name: _____

Signature: _____ Date: _____



Finance Committee Meeting

Meeting Date: September 29, 2026

SPLOST 9 Bond Project List

Department:	Administration
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve the SPLOST 9 project list for general obligation bond issuance.
Background:	Special Purpose Local Option Sales Tax (SPLOST) Phase 9 was approved by Augusta voters on May 19, 2026, with a total expected collection of \$375,000,000. The ballot measure included approval for issuing up to \$80,900,000 in general obligation debt for projects on the list. The Finance Department and bond counsel are currently working to prepare for this bond issuance in late 2026.
Analysis:	The proposed list identifies priority projects for bond issuance, including: • Projected costs for the Charles B. Webster Detention Center expansion through mid-2028 (\$33,000,000) • Full project costs for the new Juvenile Court facility (\$19,141,000) • Initial funding for Riverwalk/Boathouse reconstruction (\$10,000,000) • Initial funding for South Augusta sewer expansion (\$10,000,000) • Full commitment to the Board of Regents of UGA in support of a medical research facility (\$5,000,000) • Initial funding for new facility/facility revitalization for Recreation & Parks (\$2,259,000) • Design work for Augusta Convention Center expansion (\$1,500,000) Allocations for the remaining pay-as-you-go funding (2027-2033) are currently under review with departments and will be presented for approval in the coming weeks.
Financial Impact:	Debt service for the issued bonds will be paid annually from SPLOST 9 collections from 2027 through 2032. SPLOST 9 collections are currently projected to conclude in 2033.
Alternatives:	Identify another combination of SPLOST 9 projects for bonding, or do not proceed with bond issuance.
Recommendation:	Approve the SPLOST 9 project list for general obligation bond issuance.
Funds are available in the following accounts:	SPLOST 9 project accounts

REVIEWED AND
APPROVED BY:

Item 14.

Augusta Georgia
SPLOST 9
Proposed General Obligation Bond List

Item 14.

Department	Project	Approved Project List	Bonds - 2026
Fire	Land & Design for New Fire Station	957,000	
Fire	Fire Apparatus Replacements (Engines)	14,165,000	
Fleet	Public Safety Vehicles (other than RCSO)	1,914,000	
Sheriff	Charles B. Webster Detention Center Renovation Project	81,351,000	33,000,000
Sheriff	Vehicle Fleet	9,571,000	
Total - Public Safety		107,958,000	33,000,000
Recreation	Riverwalk & Boathouse Reconstruction	21,056,000	10,000,000
Recreation	New Facility and Facility Revitalization	21,709,000	2,259,000
Recreation	Aquatic Facilities Improvements	5,807,000	
Recreation	Diamond Lakes Regional Park Enhancement Project	4,785,000	
	Enhancing Park Usability and Sustainability through		
Recreation	Landscaping, Irrigation, and Amenities	4,785,000	
Recreation	5th Street Marina	2,871,000	
Recreation	Cemeteries	2,871,000	
Recreation	New Savannah Bluff (Lock & Dam)	2,871,000	
Recreation	Capital Equipment Improvements	2,373,000	
Recreation	Augusta Sports Courts	1,733,000	
Transit	Grant Matching	1,914,000	
Total - Quality of Life		72,775,000	12,259,000
Inf. Technology	Public Safety Software Enhancements and Replacements	4,785,000	
Inf. Technology	Infrastructure Upgrades	2,847,000	
Inf. Technology	Mobile Data Terminals (MDT) Replacements	1,656,000	
Central Services	Juvenile Court New Facility Cont.	19,141,000	19,141,000
Central Services	Building Renovation/Facility Improvements-On-Call	1,914,000	
Central Services	Augusta Convention Center	17,227,000	1,500,000
	Program Administration	3,828,000	
	Interest on SPLOST 9 Bonds	14,356,000	
	Debt Service		
Total - General Government		65,754,000	20,641,000
INFRASTRUCTURE			
Regional Airport	Airport SE Business Area Infrastructure Improvements	957,000	
Daniel Field Airport	Renovations	924,000	
Engineering	Grading and Drainage Stormwater	22,000,000	
Engineering	Roadway Resurfacing - various roads (Contract / County Forces)	18,500,000	
Engineering	East Augusta Road and Drainage - Phase VI	2,000,000	
Engineering	East Augusta Road and Drainage - Phase VII	2,000,000	
Engineering	On-Call Construction	500,000	
Engineering	Sidewalk Repairs & Improvements	350,000	
Engineering	Walton Way Safety & Operational Improvements	2,000,000	
Engineering	Wilkinson Garden Roadway & Drainage Improvements	3,500,000	
Engineering	Ellis Street Area Drainage Improvements (1900 Block/ Eve St & John C Calhoun)	250,000	
Engineering	Willis Forman Road Widening and Improvements-Construction	4,000,000	
Engineering	Lake Dredging and Maintenance	400,000	
Engineering	Flood Control Structures Compliance and Maintenance	350,000	
Engineering	Rocky Creek Flood Reduction Improvements	1,000,000	
Engineering	Drainage Improvements Studies - Supplement	750,000	
Engineering	Sidewalks Rehab/Replacement/ADA	300,000	
Engineering	Trees Management and Removal	300,000	
Engineering	On-Call Emergency Appraisal Services/ROW & Easement Acquisition	150,000	
Engineering	Traffic Operation Improvements	1,000,000	

Augusta Georgia
SPLOST 9
Proposed General Obligation Bond List

Item 14.

Department	Project	Approved Project List	Bonds - 2026
Engineering	Traffic Safety Improvements	1,500,000	
Engineering	General Bridge Rehab and Maintenance	250,000	
Engineering	Machinery, Vehicles, and Equipment	4,000,000	
Engineering	Administration Engineering	4,900,000	
Utilities	Canal Repairs, Water System & Treatment Improvements	12,500,000	
Utilities	South Augusta Sewer Expansion & Connections	22,000,000	10,000,000
	Total Infrastructure	<u>106,381,000</u>	<u>10,000,000</u>
Other Governments			
	Blythe	3,733,000	
	Hephzibah	12,442,000	
	Total Other Governments	<u>16,175,000</u>	
Authorities			
	Augusta Canal Authority	957,000	
	Board of Regents of UGA	5,000,000	5,000,000
	Total Authorities	<u>5,957,000</u>	<u>5,000,000</u>
	GRAND TOTALS	<u><u>375,000,000</u></u>	<u><u>80,900,000</u></u>



Finance Committee Meeting

Meeting Date: September 29, 2026

SPLOST 8 Contractor Agreement with Augusta Georgia Land Bank Authority

Department:	Administration / Augusta, Georgia Land Bank Authority (AGLBA)
Presenter:	Tameka Allen, Administrator Shawn Edwards, Director, AGLBA
Caption:	Motion to approve the SPLOST 8 Contractor Agreement with the Augusta, Georgia Land Bank Authority for Blight Mitigation.
Background:	The approved project list for SPLOST 8 included \$4,000,000 for Blight Mitigation. This item developed from a funding request from the AGLBA for an “Acquisition, Demolition, and Preparation for development Plan” (ADP Plan) to address persistent blight and disinvestment. Funds have been collected and are available for the project.
Analysis:	The proposed agreement uses the definition of “blighted or distressed areas” from Augusta’s Redevelopment Area Blight Property Program ordinance. Under the agreement, AGLBA would use SPLOST 8 funds to acquire properties in these areas and conduct demolition, remediation, environmental abatement, clearing and stabilization of vacant land, site preparation for new development, infrastructure installation and improvements, and related expenses. Proceeds from property sales up to the amount of SPLOST contributions will be reinvested in the project. The project’s ultimate goal is to reduce blight and support long-term economic development by restoring these properties to productive use.
Financial Impact:	Under the proposed agreement, \$1 million of the total \$4 million allocation will be released to AGLBA after contract execution to begin project work. The remainder will be released in additional tranches as funds are expended. The agreement includes reporting requirements for ALGBA’s use of project funds. AGLBA will receive a 4% project management fee.
Alternatives:	Do not approve the agreement and seek other means to complete the project.
Recommendation:	Approve the SPLOST 8 Contractor Agreement with the Augusta, Georgia Land Bank Authority for Blight Mitigation.
Funds are available in the following accounts:	GL 330013110 / JL 224010992

REVIEWED AND
APPROVED BY:

STATE OF GEORGIA)
)
 RICHMOND COUNTY)

SPLOST 8 CONTRACTOR AGREEMENT
 BLIGHT MITIGATION PROJECT

This AGREEMENT made and entered into this ____ day of _____, 2026, between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Consolidated Government”), and the Augusta, Georgia Land Bank Authority, a public body corporate and politic of the State of Georgia (hereinafter referred to as the “AGLBA”);

WITNESSETH:

WHEREAS, the voters of Augusta, Georgia, on March 16, 2021, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST 8”), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a), and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Consolidated Government, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Consolidated Government approved SPLOST funding for certain Blight mitigation projects, including Project (as defined herein), to be implemented by the Consolidated Government or through one or more local authorities; and

WHEREAS, “blight” has been defined by the Center for Community Progress (CCP), the nation’s only national nonprofit dedicated to working with policymakers, local leaders, and community members to take a comprehensive approach to addressing vacant properties—one that uncovers and disrupts unjust systems, and creates opportunities for people to thrive; and

WHEREAS, “blight” is defined by CCP as when vacant, abandoned, and deteriorated properties become widespread, change the character of a neighborhood and perpetuate a negative cycle, which intensifies poor living conditions, impacting the economy, community, housing stock, and residents, and therefore in turn fuels more vacancy and abandonment; and

WHEREAS, on June 15, 2021, the Consolidated Government adopted the Redevelopment Area Blight Property Program ordinance which defines a “blighted or distressed area” as area that is experiencing one or more conditions of blight as evidenced by:

(i) The presence of structures, buildings, or improvements that by reason of dilapidation; deterioration; age; obsolescence; inadequate provision for ventilation, light, air, sanitation, or open space; overcrowding; conditions which endanger life or property by fire or other causes; or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency, or crime and are detrimental to the public health, safety, morals, or welfare; or

- (ii) The presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures; the predominance of a defective or inadequate street layout or transportation facilities; or faulty lot layout in relation to size, accessibility, or usefulness; or
- (iii) Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the United States Bureau of the Census, and an unemployment rate that is 10 percent higher than the state average; or
- (iv) Adverse effects of airport or transportation related noise or environmental contamination or degradation or other adverse environmental factors that the political subdivision has determined to be impairing the redevelopment of the area; or
- (v) The existence of conditions through any combination of the foregoing that substantially impair the sound growth of the community and retard the provision of housing accommodations or employment opportunities; and

WHEREAS, the Redevelopment Area Blight Property Program also defines a “deteriorating area” is an area that is experiencing physical or economic decline or stagnation as evidenced by two or more of the following:

- (i) The presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance; and/or
- (ii) High commercial or residential vacancies compared to the political subdivision as a whole; and/or
- (iii) The predominance of structures or buildings of relatively low value compared to the value of structures or buildings in the surrounding vicinity or significantly slower growth in the property tax digest than is occurring in the political subdivision as a whole; and/or
- (iv) Declining or stagnant rents or sales prices compared to the political subdivision as a whole; and/or
- (v) In areas where housing exists at present or is determined by the political subdivision to be appropriate after redevelopment, there exists a shortage of safe, decent housing that is not substandard and that is affordable for persons of low and moderate income; and/or
- (vi) Deteriorating or inadequate utility, transportation, or transit; and

WHEREAS, the Consolidated Government desires to contract with the AGLBA to implement a blight reduction program (hereinafter referred to as the “Project”), which was a part of the approved capital outlay projects referenced in the above-described Intergovernmental Agreement; the proceeds of said tax in the amount of four million dollar (\$4,000,000.00) will be available per conditions set now, therefore, and in consideration of the mutual covenants and agreements between the parties as follows:

SECTION 1- APPROPRIATION AND USE OF FUNDS

1.1 The Consolidated Government agrees to appropriate the sum of \$4,000,000.00 (the “SPLOST Funds”) to the AGLBA for verifiable expenses which are capital in nature, used in connection with the acquisition and re-acquisition of “blighted” properties, as defined herein, for demolition, remediation, environmental abatement, clearing and stabilization of vacant land owned by AGLBA, site preparation for new development, infrastructure installation & improvements, and related expenses in Richmond County, Georgia necessary to support long-term economic development in impacted communities.

1.2 Said appropriation of the SPLOST Funds to the AGLBA is an authorized use of said proceeds, under O.C.G.A. Section 48-8-111(a)(1)(D) and this Agreement is entered into on behalf of the Consolidated Government and the AGLBA, to recognize and acknowledge that Augusta will have fully funded its SPLOST 8 project obligation to provide for blight mitigation.

1.3 Said appropriation of SPLOST Funds shall be disbursed as follows:

1.3.1 One million dollars (\$1,000,000.00) to be disbursed within thirty (30) days of execution of this agreement for initial Project activities.

1.3.2 The remaining \$3,000,000.00 to be disbursed in additional tranches of up to \$1,000,000.00 each, to be disbursed upon satisfactory demonstration by the AGLBA that at least 80% of the funds in the previous disbursement(s) have been expended or obligated by contract for eligible activities under this agreement.

1.4 Any SPLOST Funds disbursed to the AGLBA and Reprograming Funds that have not been expended or obligated by contract for eligible Project activities as of December 31, 2031, shall be repaid to Augusta within thirty (30) days.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF AGLBA

2.1 In consideration of the disbursement of said funds, the AGLBA shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

2.1.1 The AGLBA covenants that it will only use the funds to undertake capital outlay projects as defined in O.C.G.A Section 48-8-110(1), which may include land acquisition and re-acquisition, demolition related to such acquisitions, site preparation, and related expenses, to include administrative and soft costs, including legal, engineering, architectural, environmental, professional consulting, and project management services to prepare land for future development.

Upon the sale of any property acquired and/or improved through the use of SPLOST Funds, an amount equal to the lesser of the amount of SPLOST Funds used to acquire and/or improve the property or the net proceeds (the "Reprogramming Funds") shall be deposited into the segregated fund established pursuant to Section 2.1.3. Reprograming Funds shall be used by the AGLBA for the purposes established in this section. Any sales proceeds in excess of the amount of SPLOST Funds used to acquire and/or improve the property shall be retained by the AGLBA for any purpose as determined by the AGLBA including but not limited to staff compensation and overhead expenses.

2.1.2 The AGLBA shall receive a four percent (4%) project management fee from the SPLOST Funds for its staff time and overhead in support of the Project, which will be collected by the AGLBA at the time of each disbursement tranche from Augusta, and a four percent (4%) project management fee in connection with the use of Reprograming Funds to be paid when the Reprograming Funds are expended. The AGLBA will not be entitled to a project management fee for any portion of the Project funds that are repaid to Augusta under Section 1.4 and shall reimburse Augusta at the time of such repayment on a pro rata basis.

2.1.3 The AGLBA shall maintain Project funds in a segregated account and submit quarterly accounting reports to the Consolidated Government for expenditures related to the Project. The AGLBA will report quarterly on all expenses attributed to eligible activities and provide supporting documentation acceptable to the Consolidated Government, including Excel spreadsheet for tracking of all expenses incurred, project location, prime contractor, subcontractors, phase of development as referenced in Gantt chart, contract agreements including all parties as accepted by AGLBA Board of Directors approval, meeting minutes of Board of Directors approval, notice to proceed for all contractual services, invoices requesting payment, copies of checks for payment, and proof of release of any liens by subcontractors. Any additional documentation requested by the Consolidated Government shall also be made available upon request. The initial report of expenditures regarding the Project shall be made within ninety (90) days of the execution of this Agreement and quarterly thereafter until the end of the quarter in which the Projects are completed. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department, 535 Telfair Street, Suite 800, Augusta Georgia 30901 to the attention of the Augusta Finance Director.

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF THE CONSOLIDATED GOVERNMENT

3.1 Augusta enters this contract to improve the quality of life of its citizens by removing blight and expanding the tax base of Richmond County, Georgia.

3.2 The Consolidated Government and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the AGLBA sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of the Consolidated Government may inspect the official records of the AGLBA, which relate to the Project, at reasonable times and upon reasonable notice to the AGLBA.

SECTION 4 – OBLIGATIONS OF THE AGLBA AND CONSOLIDATED GOVERNMENT

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the AGLBA and any sub-contractor, at the request of Augusta, shall be submitted to the County Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Consolidated Government. The decision to review or not review any such contracts shall not absolve the AGLBA from any liability and the AGLBA shall hold Augusta harmless for any irregularity or illegality in connection with such contracts.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 In the event of noncompliance, the Consolidated Government shall provide written notice and a reasonable cure period. Remedies shall be limited to corrective action proportionate to the finding and shall not include suspension or revocation of funds absent material breach.

4.5 In the event that the AGLBA is unable and/or unwilling to remedy any incidence of noncompliance, as defined as failure to fulfill, attempt to ignore, or intent to violate terms, obligations, or performance standards defined herein without legal excuse, this shall constitute breach of contract with respect to any of the terms of this Agreement by the AGLBA, or with respect to the use of funds by the AGLBA, and shall terminate the Consolidated Government's obligations under this Agreement. Upon determination of material breach:

4.5.1 The Agreement shall enter into rescission, returning both parties to their pre-contract position.

4.5.2 Specific performance shall be requested prior to contract termination by the non-breaching party. In the event the breaching party is either unwilling or unable to complete the specified performance measures, the non-breaching party shall be entitled to pursue all remedies provided by law.

IN WITNESS WHEREOF, the Consolidated Government and the AGLBA have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Seal

AGLBA:

Augusta, Georgia Land Bank Authority

By: _____
As its _____

ATTEST:

As its _____



Commission Meeting

October 6, 2026

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the Augusta Legislative Delegation's (K. Howard) appointment of Mr. Brandon Few to the Augusta Port Authority.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Karlton Howard <karltonhoward@gmail.com>
Sent: Friday, September 25, 2026 2:31 PM
To: Karlton Howard
Cc: Lena Bonner
Subject: [EXTERNAL] Re: Port authority

Karlton
706.831.2132

> On Sep 25, 2026, at 1:00 PM, Karlton Howard <karltonhoward@gmail.com> wrote:

>

> Good Afternoon Miss Bonner

> I pray all is well. I spoke with chairman Prince and he said he turned in Brandon Few's name as our appointment to the Port Authority. Mr. Few said he has filled out the talent form and sent it back in.

>

> Please advise of next steps.

> Karlton

>

[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.]



Commission Meeting

October 6, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Commission September 15, 2026, minutes.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, September 15, 2026

2:00 PM

PRESENT: Mayor Johnson, Mayor Pro Tem Guilfoyle, Commissioners Johnson, Pulliam, Rice, Wimberly, Clark, Lewis, Slendak, Garrett and Scott.

INVOCATION

Reverend Tony Christie, Pastor, Hillcrest Baptist Church

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

RECOGNITION(S)

- A. August 2026 Years of Service Recipients: 5–20 YOS Recipients and 25-50 YOS Recipients.**

Recognitions made accordingly.

DELEGATION(S)

- B. Ms. Moniqua Acosta-**persistent nuisance and maintenance conditions at a property adjacent to my commercial property.

Presentation made accordingly.

- C. Ms. Amanda Cruz- Mandatory Green Infrastructure for Data Centers** – additional development code to consider in the data center ordinance.

Presentation made accordingly.

- D. Ms. Lisa Lovestone-Gifford-**Lack of Governmental Oversight in Richmond County.

Presentation made accordingly.

- E. Ms. Zakiya Mabery- C-CAPE** regarding review of latest Data Center Ordinance; Resident Protections, Accountability and request for a 150-day moratorium extension.

Presentation made accordingly.

- F. Lakeland Barnes-** history of SPLOST and the intentions of SPLOST 9. **(Lack quorum deferred from Finance Committee Mtg. Sept. 9, 2026)**

Presentation made accordingly.

- G. Mr. Ben Hasan** regarding item (#2 ASC) **25CSA279** for Building Automation Service and Mechanical Change Order in the amount of **\$584,074.42** by Trane Company; and Change

Order **25CSA201** Exhibit G Annual Service Agreement in amount **\$317,010.31** by **Trane Company**.

- H. Dr. Gayla Spooner Keesee** regarding procedural compliance before final adoption.
Presentation made accordingly.

CONSENT AGENDA

(Items 1-20)

PLANNING

1. **Z-26-14** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Bill Corder with Bluewater Engineering Services on behalf of J-Mar Builders & Services, Inc. requesting a rezoning from zones B-1 (Neighborhood-Business), B-2 (General Business), and LI (Light Industrial) to zone LI (Light Industrial) to establish a contracting business and laydown yard affecting properties containing approximately 0.66 acres located at 1730 Broad Street, 212 Frank Street, and 225 Deans Lane. Tax Map #s 035-2-151-01-0, 035-2-153-00-0, 035-2-158-00-0. District 1 (Commissioner: Jordan Johnson).

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

2. **SE-26-14** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Hull Barrett, PC, on behalf of PSH Augusta Downtown, LLC, requesting a rezoning from zones HI (Heavy Industrial) and LI (Light Industrial) to zone B-2 (General Business) to develop an extended-stay hotel, affecting properties containing approximately 2.3 acres located at 1310 and 1310 A Walker Street. Tax Map #'s 046-2-087-00-0 & 046-2-086-00-0. District 1

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

3. **SE-26-13** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Madhusudhan Kothakapu with Apex Liquors LLC, on behalf of On Track New LLC, requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store affecting property containing approximately 2.03 acres located at 4505 Windsor Spring Road. Tax Map # 194-0-001-06-0. Zoned B-1 (Neighborhood Business). District 8 (Commissioner Brandon Garrett).

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

4. **SE-26-17** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Ira Brown with Harmoni Towers Gateway LLC, on behalf of Vincent McClain, requesting a special exception per Section 28-A-5(A) of the Comprehensive Zoning Ordinance to establish a telecommunications facility, affecting property containing approximately 2 acres located at 3421 Milledgeville Road. Tax Map # 069-1-011-00-0. Zoned LI (Light Industrial). District 2 (Commissioner Stacy Pulliam).

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

PUBLIC SERVICES

5. Motion to **approve** the Daniel Field Airport FY2027 Tentative Allocation of \$2,033,632 FAA & State (GDOT) funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

6. Motion to **approve** Augusta Regional Airport (AGS) Aviation Commission has approved the purchase of two (2) Ford E-350 StarCraft Buses from Model 1 Commercial Vehicles for Airport Shuttle Service utilizing the Georgia State Contract. Approved by the Augusta Aviation Commission 08/27/2026. The Augusta Regional Airport request the approval of the Augusta Commission for the purchase in the amount of \$227,800.00. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

7. Motion to **approve** Augusta Regional Airport (AGS) - Approve Amendment #1 to Work Authorization #11 for Mead & Hunt to provide additional Construction Administration and Construction Observation (CA/CO) services for the Terminal Checkpoint Modernization Project (Bid #25-BFA049) in the amount of \$429,950.00. Approved by the Augusta Aviation Commission 08/27/2026. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

8. Motion to **approve** Augusta Regional Airport (AGS) - Approve Drainage Ditch Enclosure (IFB #250150) Change Order #1 – Final Balancing to Reeves Construction Company in the amount of (\$276,616.10). Approved by the Augusta Aviation Commission 08/27/2026. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

9. Motion to **approve** the Sec. 5307/5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

10. Augusta Regional Airport (AGS) - Approve the First Amendment to the Delta Air Lines Lease Agreement. Approved by the Augusta Aviation Commission 08/27/2026.

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

11. A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2027, to June 30, 2028.

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

12. **Motion to approve A.N. 26-39 –New Location: Retail Package Beer and Wine.** Michael B. Corley Jr. is the applicant for Gregory M Parker Inc, to be used in connection with 2311 Windsor Spring Rd, Augusta GA 30906. District 5, Super District 9. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0 no objectors

13. Motion to **approve A.N. 26-40** –Existing Location, New Ownership: **Retail Package Bee Wine**. Geoff Franqui is the applicant for 8th Street Family LLC, to be used in connection with 307 Eighth Street, Augusta GA 30901. District 1, Super District 9. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

14. Motion to approve and execute the FY 2027 Metropolitan Planning Organization (MPO) Annual Safe and Accessible Transportation Options/Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

15. Motion to **approve** and execute the FY 2027 Metropolitan Planning Organization (MPO) Annual PL Funding Contract from the Georgia Department of Transportation (GDOT). **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

16. Motion to **approve** the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2028. **(Approved by Public Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

ADMINISTRATIVE SERVICES

17. Motion to **approve** the sole source procurement from Johnson, Laschober & Associates P.C. (JLA) for architectural services resulting from the Midwest Maintenance marble structure assessment contract at the Municipal Building in the amount of \$120,000.00. **(Approved by Administrative Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

- 18. Motion to approve** the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of **\$584,074.42** by Trane Company. In addition, **approve** the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of **\$317,010.31** by Trane Company. **Approved by Administrative Services Committee September 9, 2026)**

Motion to refer to committee.

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

- 19. Motion to approve** the award RFP Item #26-139, Old Government House Mold Remediation in the amount of \$110,227.48 to ACC Restoration, LLC.

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

- 20. Motion to approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers. **Approved by Administrative Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

- 21. Motion to approve** the amendment of 2020 HOPWA Agreements for Antioch Ministries and Promise Land CDC to prevent the recapture of funding. Funding has been earmarked by HUD as HOPWA Expiring Funds for FY2020 and is scheduled to be recaptured on September 30, 2026. **Approved by Administrative Services Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett
Motion carried 11-0

PUBLIC SAFETY

22. Approve Annual Contract with Georgia Department of Corrections. (**Approved by Public Safety Committee September 8, 2026**)

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

23. Solicitor General Omeeka Loggins-requesting reinstatement of 2026 budget cut funds due to risk of office closure. (**Approved by Public Safety Committee September 8, 2026**)

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

PETITIONS AND COMMUNICATIONS

24. Motion to **approve** the minutes of September 1, 2026, Commission meeting.

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 21-33)

PUBLIC SERVICES

25. To discuss the deplorable condition of Appleby Library. (**Requested by Commissioner Catherine Rice**)

Motion to delete

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

26. **ZA-R-262** –Approval of the Proposed Data Center Ordinance to provide clear regulatory standards for future data center development.

Establish zoning regulations governing the location, review procedures, design standards, operational requirements, infrastructure coordination, environmental protections, and abandonment requirements for Data Centers (DCs) and High-Density Computing Facilities (HDCFs) within Augusta-Richmond County.

Motion to approve

Motion made by Rice and seconded by Slendak

Motion carried 11-0

ENGINEERING SERVICES

27. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Greene Street-Part2 (13th St. to 5th St.) Improvements Project (PI #0021263). Also, authorize Augusta Mayor to execute Project Specific Construction Agreement and its associated documents (electronic and hard copy). /AE

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

28. Approve the award of “Solid Waste and Recycling Front Load Services” Contract to Georgia Waste System, LLC. (GWS) subject to receipt of signed contract and associated documents. The Contract is for five years with renewal option of two additional two years terms. AE/26-196

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

29. Approve Amendment 14 for capital improvements at the J. B. Messerly Wastewater Treatment Plant and associated budget amendments.

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

30. Receive update on the J. B. Messerly Wastewater Treatment Plant.

Motion to accept

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

31. Approve additional fees in the amount of \$407,255.00 to ISM Engineering for engineering services supporting project management, rainfall, and on-call engineering. ISM is a Prequalified Engineering Consultant (RFQ24-132)

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

32. Approve funding in the amount of \$150,000 from vegetation management 2026 allocation to ensure continuity of county-wide right of way trees maintenance and removal services. /AE

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

33. **Mr. Richard E Jones-** uneven manway covers and work order cancellations. (Deferred from the August 25, 2026 committee meeting.

Motion to defer to next committee meeting.

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

FINANCE

34. Planning and Development in coordination with Augusta Economic Development Authority (AEDA) requests Commission approval to apply for the Federal Highway Administration (FHWA) Protect Planning Grant to advance resilience planning for the Mike Padgett Highway corridor, with Valencia Way as the priority major-employer arterial focus.

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

35. Discuss and approve employee contribution rates for the health benefits plan for FY 2027.

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

PUBLIC SAFETY

36. Motion to **approve** the Probate Court's request for the replacement of the current filing carousels utilizing Sourcewell Cooperative Contract with Kardex Remstar, LLC in the amount \$290,468.50. Amount revised down to **\$243,774.85. (No recommendation from Public Safety Committee September 9, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

- 37. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.**

ADDENDUM AGENDA **SEPTEMBER 15, 2026**

Addendum Agenda accepted without objection.

ADD- CONSENT AGENDA:

1. Augusta Regional Airport (AGS) - Acceptance of FAA AIP Grant No. 3-13-0011-064-2026(#64) in the amount of \$1,634,899.74. **Approved by the Augusta Aviation Commission 08/27/2026. (Approved by the Public Services Commission September 8, 2026)**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

2. Motion to **approve** Augusta, GA Juvenile Justice Center Renovation - Contract Documents and GMP Amendment. **(Requested by Noland Martin, Administrator Juvenile Court)**

- 1) **RWA Executed A133-2019 Contract, 2)RWA Executed A133-**
- 2) **2019 Exhibit A GMP Amendment with attachments,**
- 3) **A133-2019 Exhibit B Insurance.**

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

CORRECTION:**PLANNING:**

3. **SE-26-14** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Hull Barrett, PC, on behalf of PSH Augusta Downtown, LLC, requesting a rezoning from zones HI (Heavy Industrial) and LI (Light Industrial) to zone B-2 (General Business) to develop an extended-stay hotel, affecting properties containing approximately 2.3 acres located at 1310 and 1310 A Walker Street. Tax Map #'s 046-2-087-00-0 & 046-2-086-00-0. District 1

SHOULD READ:

4. **SE-26-14** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Nolan Martin on behalf of Augusta-Richmond County requesting a special exception per Section 26-1(p) of the Comprehensive Zoning Ordinance to establish a Juvenile Court Center, affecting property containing approximately 4.85 acres located at 1001 Fourth Street. Tax Map # 060-1-036-00-0. Zoned LI (Light Industrial). District 1 (Commissioner Jordan Johnson).

Revised description accepted without objection.

Motion to approve

Motion made by Slendak and seconded by Garrett

Motion carried 11-0

////////////////////////////////////



Public Services Committee

August 25, 2026

Hookah Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Hookah Ordinance (Requested by Commissioner Jordan 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 APPROVED BY:</u>	N/A

Sec. 4-2-78. Definitions.

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

- A. "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.
- B. "Business" means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.
- C. "E-cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other legal substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or under any other product name or description.
- D. "Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.
- E. "Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.
- F. "Enclosed Area" Enclosed area means all space between a floor and ceiling that is bounded on all sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- G. "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

-
- H. "Hookah" means a water pipe and any associated products and devices, which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.
- I. "Hookah Bar" or "Hookah Lounge" means an establishment that derives more than eighty (80) percent of its quarterly gross revenue from the sale of shisha for consumption on the premises by customers and the sale of accessories used for smoking shisha. A hookah lounge does not allow individuals under the age of eighteen (18) to enter the premises, and does not have a permit or license to sell alcoholic beverages, but may serve food and nonalcoholic beverages for consumption on the premises by customers.
- I.a. "Hookah License" is an optional license separate from business and alcohol licenses that allows for the consumption of shisha by guests on the premises of a bar and/or restaurant, provided that all shisha is purchased on the premises and that the bar or restaurant does not allow individuals under the age of twenty-one (21) to enter the premises at any time that hookah is smoked. The holder of a Hookah License shall pay a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial hookah license, and thereafter at the time of the issuance of any alcohol license upon renewal thereof. The regulatory fee shall be an annual fee paid at the time the establishment begins selling hookah products, and each year thereafter when the alcohol license is renewed.
- J. "Place of Employment" means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.
- K. "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on Augusta, Georgia owned grounds.
- L. "Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.
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- M. "Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.
- N. "Public building" Any enclosed building, structure or indoor facility owned, operated, leased or managed by Augusta, Georgia which is used by or open to the public, including without limitation, public transportation, enclosed areas occupied by Augusta, Georgia staff, open office areas, shared offices, private offices, hallways, restrooms, escalators, elevators, stairways, lobbies, reception and waiting rooms, classrooms, meeting or conference rooms and auditoriums, on-site cafeterias, lunchrooms and lounges.
- O. "Public Place" means an area to which the public is invited or in which the public is permitted, including but not limited to, all public buildings, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.
- P. "Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, golf courses open to the public, parks, plazas, skate parks, swimming pools, trails, and zoos.
- Q. "Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.
- R. "Service Line" means an indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.
- S. "Shopping Mall" means an enclosed public walkway or hall area that serves to connect retail or professional establishments.
- T. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an e-cigarette which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.
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- U. "Sports Arena" means a place where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.
- V. "Reasonable distance" means a distance that is sufficient to ensure indoor areas remain smoke-free by preventing smoke from infiltrating enclosed public places via any entrance, exit, window, vent, or air intake system of a building where smoking is prohibited, and to protect persons entering or exiting enclosed areas from involuntarily inhaling second-hand smoke.
- W. "Cigar Bar/Lounge" means a stand-alone retail establishment authorized to sell or serve alcohol for consumption on premises, as provided for in Augusta, Georgia Code, Alcoholic Beverages, Sections 6-2-1 through 6-2-145, and which certifies that 20 percent of more of their annual gross sales revenue is from the sale of cigars.

Sec. 4-2-84. Where smoking not regulated.

- A. Notwithstanding any other provision of this Article to the contrary, smoking and e-cigarettes shall not be prohibited in private residences, unless used as a childcare, adult day care, or health care facility.
- B. Except as otherwise provided in this article, smoking and e-cigarettes shall not be prohibited in private vehicles.
- C. Areas within the geographical confines of Augusta, Georgia wherein the Board of Commissioners of Augusta, Georgia does not have jurisdiction, including property belonging to the City of Hephzibah, the City of Blythe, the State of Georgia and the federal government.
- D. Hookah Bars and Lounges in existence as of the date of adoption of this section and which permit waterpipe smoking on the premises as of the date of the adoption of this section.
- E. Retail Electronic Smoking device stores in existence as of the date of the adoption of this section and which permit electronic device usage as of the date of the adoption of this section.
- F. Bars, Cigar Bars/Lounges, Private Clubs and Restaurants that have a valid Hookah License and permit waterpipe smoking on the premises and do not allow individuals under the age of twenty-one (21) to enter the premises at any time that hookah is smoked and obtain an indoor air certificate of exemption.
- G. Indoor Air (Outdoor Use) Certificate of Exemption. Certain establishments authorized for sale or service of alcohol for consumption on the premises are exempt from the prohibition of smoking contained therein as follows:

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1. *Cigar bar/lounge.* A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises, which certifies that 20 percent or more of their annual gross sales revenue is from the sale of cigars, shall be exempt provided that:
 - a. Cigars and hookah are the only tobacco products consumed in the premises;
 - b. Access to the establishment is denied to any person under the age of 21,
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Establishment shall install exterior sign indicating "cigar bar/lounge".
 - g. Such establishment shall not sell or permit the use of:
 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 2. Cigarettes (tobacco rolled in paper).
 - h. Cigar Bar/Lounge shall not be located within 100 yards of another Cigar Bar/Lounge.
 - i. Cigar Bar/Lounge must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.
 2. Bar. A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises shall be exempt provided that:
 - a. Hookah is the only tobacco product consumed in the premises.
 - b. Access to the establishment is denied to any person under the age of 21.
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Such establishment shall not sell or permit the use of:
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1. Vape products, including electronic smoking devices, component parts or e-liquids.
 2. Cigarettes (tobacco rolled in paper).
 3. Unrolled tobacco.
 4. Cigars.
 - h. The bar must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.
 - i. The bar must prominently advertise at the entrance that hookah is allowed on premises and that access to the premises is limited to those twenty-one (21) years or older.
3. Restaurant. A stand-alone establishment authorized to sell or serve alcohol and food for consumption on the premises shall be exempt provided that:
- a. Hookah is the only tobacco product consumed in the premises and then only outside and/or on an open-air patio.
 - b. Access to the establishment is denied to any person under the age of 21 at all times when hookah is smoked.
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Such establishment shall not sell or permit the use of:
 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 2. Cigarettes (tobacco rolled in paper).
 3. Unrolled tobacco.
 4. Cigars.
 - g. The restaurant must prominently advertise at the entrance that hookah is allowed on premises and that access to the premises is limited to those twenty-one (21) years or older when hookah is smoked.

Sec. 2-1-3. - Administrative and regulatory fee structure; occupation tax structure.

- c. The regulatory fee schedule for persons in occupations and professions shall be as set below, and may be amended from time to time:

Adult Entertainment Establishments	\$3,830.00 per year
Adult Entertainment (live)	\$155.00 per day
Amusement Parks	\$770.00 per year
Arcades	\$385.00 per year
Cigar Bar/Lounge	\$125.00 per year
Craft Show Promoters	\$460.00 per year
Dance Hall License incidental to Alcohol License	\$155.00 per year
Entertainment Venue	\$385.00 per year
Flea Markets	
1 through 10 rental spaces	\$460.00 per year
11 or more rental spaces	\$770.00 per year
Fortune Tellers	\$770.00 per year
Going Out of Business Sales	\$155.00 per 90 days
(May be renewed for 60 days)	\$155.00
Hookah Bar/Lounge	\$125.00 per year
<u>Hookah License</u>	\$_____ per year
Hybrid Restaurant	\$550.00 per year
Incidental Alcohol License	\$250.00 per year
Second Hand Goods	\$155.00 per year
Special Entertainment Permit	\$50.00

Street Vendors	\$55.00 per day
Temporary and Transient Vendors	\$195.00 per day
Wreckers	\$40.00 per year
Taxicabs	\$40.00 per year
Limousines	\$40.00 per year
Vending Machines (per machine)	\$10.00 per year
Salvage Yards	\$350.00

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 7. - SMOKING PROHIBITIONS IN PUBLIC PLACES AND PLACES OF EMPLOYMENT IN TITLE 4 PUBLIC HEALTH, CHAPTER 2 HEALTH AND SANITATION, ARTICLE 7 SMOKING PROHIBITIONS IN PUBLIC PLACES AND PLACES OF EMPLOYMENT, SECTIONS 4-2-78 AND 4-2-84 OF THE AUGUSTA, GEORGIA CODE OF ORDINANCES TO PROVIDE FOR AN UPDATE TO THE ORDINANCES RELATED TO THE USE OF HOOKAH; AND AMENDING TITLE 2 – FINANCE AND TAXATION, CHAPTER 1 – BUSINESS TAX CERTIFICATE, ARTICLE 1 – IN GENERAL, SECTION 2-1-3.

WHEREAS, the Commission recognizes a need to update the applicable ordinances to reflect the current economic climate;

WHEREAS, on _____, 2026, a vote was held in Augusta-Richmond County that changed the applicable statutes to allow for more expansive but still limited use of hookah in public spaces; and,

WHEREAS, the Commission recognizes that allowing more liberal use of hookah in public spaces will be beneficial to businesses and not burdensome on public health;

THE AUGUSTA, GEORGIA COMMISSION ordains as follows:

SECTION I. The following shall be deleted from Section 4-2-78:

- A. ~~"Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.~~
- B. ~~"Business" means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for profit or not for profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.~~
- C. ~~"E-cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other legal substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or under any other product name or description.~~
- D. ~~"Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.~~

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- E. ~~"Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.~~
- F. ~~"Enclosed Area" Enclosed area means all space between a floor and ceiling that is bounded on all sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.~~
- G. ~~"Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.~~
- H. ~~"Hookah" means a water pipe and any associated products and devices, which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.~~
- I. ~~"Hookah Bar" or "Hookah Lounge" means an establishment that derives more than eighty (80) percent of its quarterly gross revenue from the sale of shisha for consumption on the premises by customers and the sale of accessories used for smoking shisha. A hookah lounge does not allow individuals under the age of eighteen (18) to enter the premises, and does not have a permit or license to sell alcoholic beverages, but may serve food and nonalcoholic beverages for consumption on the premises by customers.~~
- J. ~~"Place of Employment" means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.~~
- K. ~~"Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on Augusta, Georgia owned grounds.~~
- L. ~~"Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. [Section 501](#).~~
- M. ~~"Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.~~
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- N. ~~"Public building" Any enclosed building, structure or indoor facility owned, operated, leased or managed by Augusta, Georgia which is used by or open to the public, including without limitation, public transportation, enclosed areas occupied by Augusta, Georgia staff, open office areas, shared offices, private offices, hallways, restrooms, escalators, elevators, stairways, lobbies, reception and waiting rooms, classrooms, meeting or conference rooms and auditoriums, on-site cafeterias, lunchrooms and lounges.~~
- O. ~~"Public Place" means an area to which the public is invited or in which the public is permitted, including but not limited to, all public buildings, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.~~
- P. ~~"Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, golf courses open to the public, parks, plazas, skate parks, swimming pools, trails, and zoos.~~
- Q. ~~"Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.~~
- R. ~~"Service Line" means an indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.~~
- S. ~~"Shopping Mall" means an enclosed public walkway or hall area that serves to connect retail or professional establishments.~~
- T. ~~"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an e-cigarette which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.~~
- U. ~~"Sports Arena" means a place where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.~~
- V. ~~"Reasonable distance" means a distance that is sufficient to ensure indoor areas remain smoke-free by preventing smoke from infiltrating enclosed public places via any entrance, exit, window, vent, or air intake system of a building where smoking is prohibited, and to protect persons entering or exiting enclosed areas from involuntarily inhaling second-hand smoke.~~
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W. ~~"Cigar Bar/Lounge" means a stand-alone retail establishment authorized to sell or serve alcohol for consumption on premises, as provided for in Augusta, Georgia Code, Alcoholic Beverages, Sections 6-2-1 through 6-2-145, and which certifies that 20 percent of more of their annual gross sales revenue is from the sale of cigars.~~

SECTION II. The following shall be deleted from Section 4-2-84:

- A. ~~Notwithstanding any other provision of this Article to the contrary, smoking and e-cigarettes shall not be prohibited in private residences, unless used as a childcare, adult day care, or health care facility.~~
- B. ~~Except as otherwise provided in this article, smoking and e-cigarettes shall not be prohibited in private vehicles.~~
- C. ~~Areas within the geographical confines of Augusta, Georgia wherein the Board of Commissioners of Augusta, Georgia does not have jurisdiction, including property belonging to the City of Hephzibah, the City of Blythe, the State of Georgia and the federal government.~~
- D. ~~Hookah Bars and Lounges in existence as of the date of adoption of this section and which permit waterpipe smoking on the premises as of the date of the adoption of this section.~~
- E. ~~Retail Electronic Smoking device stores in existence as of the date of the adoption of this section and which permit electronic device usage as of the date of the adoption of this section.~~
- F. ~~Indoor Air Certificate of Exemption. Certain establishments authorized for sale or service of alcohol for consumption on the premises are exempt from the prohibition of smoking contained therein as follows:~~
 - ~~1. Cigar bar/lounge. A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises, which certifies that 20 percent or more of their annual gross sales revenue is from the sale of cigars, shall be exempt provided that:~~
 - ~~a. Cigars are the only tobacco product consumed in the premises;~~
 - ~~b. Access to the establishment is denied to any person under the age of 21;~~
 - ~~c. Establishment does not employ any individual under the age of 21.~~
 - ~~d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)~~
 - ~~e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.~~
 - ~~f. Establishment shall install exterior sign indicating "cigar bar/lounge".~~
 - ~~g. Such establishment shall not sell or permit the use of:~~
 - ~~1. Vape products, including electronic smoking devices, component parts or e-liquids.~~
 - ~~2. Cigarettes (tobacco rolled in paper).~~
 - ~~3. Unrolled tobacco.~~

4. ~~Hookah products such as "hookahs", glass pipes or bongs.~~
- ~~h. Cigar Bar/Lounge shall not be located within 100 yards of another Cigar Bar/Lounge.~~
- ~~i. Cigar Bar/Lounge must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.~~

SECTION III. The following shall be added to Section 4-2-78:

- A. "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.
- B. "Business" means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.
- C. "E-cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other legal substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or under any other product name or description.
- D. "Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.
- E. "Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.
- F. "Enclosed Area" Enclosed area means all space between a floor and ceiling that is bounded on all sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- G. "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists

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- within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- H. "Hookah" means a water pipe and any associated products and devices, which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.
 - I. "Hookah Bar" or "Hookah Lounge" means an establishment that derives more than eighty (80) percent of its quarterly gross revenue from the sale of shisha for consumption on the premises by customers and the sale of accessories used for smoking shisha. A hookah lounge does not allow individuals under the age of twenty-one (21) to enter the premises, and may serve food and alcoholic beverages for consumption on the premises by customers.
 - I.a. "Hookah License" is an optional license separate from business and alcohol licenses that allows for the consumption of shisha by guests on the premises of a bar and/or restaurant provided that all shisha is purchased on the premises and that the bar or restaurant does not allow individuals under the age of twenty-one to enter the premises. The holder of a Hookah License shall pay a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial hookah license, and thereafter at the time of the issuance of any alcohol license upon renewal thereof. The regulatory fee shall be an annual fee paid at the time the establishment begins selling hookah products, and each year thereafter when the alcohol license is renewed.
 - J. "Place of Employment" means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.
 - K. "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on Augusta, Georgia owned grounds.
 - L. "Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.
 - M. "Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets,
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- festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.
- N. "Public building" Any enclosed building, structure or indoor facility owned, operated, leased or managed by Augusta, Georgia which is used by or open to the public, including without limitation, public transportation, enclosed areas occupied by Augusta, Georgia staff, open office areas, shared offices, private offices, hallways, restrooms, escalators, elevators, stairways, lobbies, reception and waiting rooms, classrooms, meeting or conference rooms and auditoriums, on-site cafeterias, lunchrooms and lounges.
 - O. "Public Place" means an area to which the public is invited or in which the public is permitted, including but not limited to, all public buildings, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.
 - P. "Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, golf courses open to the public, parks, plazas, skate parks, swimming pools, trails, and zoos.
 - Q. "Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.
 - R. "Service Line" means an indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.
 - S. "Shopping Mall" means an enclosed public walkway or hall area that serves to connect retail or professional establishments.
 - T. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an e-cigarette which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.
 - U. "Sports Arena" means a place where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.
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- V. "Reasonable distance" means a distance that is sufficient to ensure indoor areas remain smoke-free by preventing smoke from infiltrating enclosed public places via any entrance, exit, window, vent, or air intake system of a building where smoking is prohibited, and to protect persons entering or exiting enclosed areas from involuntarily inhaling second-hand smoke.
 - W. "Cigar Bar/Lounge" means a stand-alone retail establishment authorized to sell or serve alcohol for consumption on premises, as provided for in Augusta, Georgia Code, Alcoholic Beverages, Sections 6-2-1 through 6-2-145, and which certifies that 20 percent of more of their annual gross sales revenue is from the sale of cigars.

SECTION IV. The following shall be added to Section 4-2-84:

- A. Notwithstanding any other provision of this Article to the contrary, smoking and e-cigarettes shall not be prohibited in private residences, unless used as a childcare, adult day care, or health care facility.
 - B. Except as otherwise provided in this article, smoking and e-cigarettes shall not be prohibited in private vehicles.
 - C. Areas within the geographical confines of Augusta, Georgia wherein the Board of Commissioners of Augusta, Georgia does not have jurisdiction, including property belonging to the City of Hephzibah, the City of Blythe, the State of Georgia and the federal government.
 - D. Hookah Bars and Lounges, as well as Bars, Cigar Bars/Lounges, Bars, Private Clubs and Restaurants that have a valid Hookah License and permit waterpipe smoking on the premises.
 - E. Retail Electronic Smoking device stores in existence as of the date of the adoption of this section and which permit electronic device usage as of the date of the adoption of this section.
 - F. Indoor Air Certificate of Exemption. Certain establishments authorized for sale or service of alcohol for consumption on the premises are exempt from the prohibition of smoking contained therein as follows:
 - 1. *Cigar bar/lounge.* A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises, which certifies that 20 percent or more of their annual gross sales revenue is from the sale of cigars, shall be exempt provided that:
 - a. Cigars and hookah are the only tobacco products consumed in the premises;
 - b. Access to the establishment is denied to any person under the age of 21,
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
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- f. Establishment shall install exterior sign indicating "cigar bar/lounge".
 - g. Such establishment shall not sell or permit the use of:
 - 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 - 2. Cigarettes (tobacco rolled in paper).
 - h. Cigar Bar/Lounge shall not be located within 100 yards of another Cigar Bar/Lounge.
 - i. Cigar Bar/Lounge must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.
2. *Hookah bar/lounge.* A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises, which certifies that 20 percent or more of their annual gross sales revenue is from the sale of shisha for consumption on the premises by customers and/or the sale of accessories used for smoking shisha, shall be exempt provided that:
- a. substances for consumption in a hookah are the only smoking products consumed in the premises;
 - b. Access to the establishment is denied to any person under the age of 21,
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling shisha products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Establishment shall install exterior sign indicating "hookah bar/lounge".
 - g. Such establishment shall not sell or permit the use of:
 - 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 - 2. Cigarettes (tobacco rolled in paper).
 - h. Hookah Bar/Lounge shall not be located within 100 yards of another Hookah Bar/Lounge.
 - i. Hookah Bar/Lounge must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.
 - j. During the hours of operation, the interior of the premises of a hookah bar/lounge shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernible to a person with normal vision.
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3. *Bar.* A stand-alone establishment authorized to sell or serve alcohol for consumption on the premises shall be exempt provided that:
- a. Hookah is the only tobacco product consumed in the premises;
 - b. Access to the establishment is denied to any person under the age of 21,
 - c. Establishment does not employ any individual under the age of 21.
 - d. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Such establishment shall not sell or permit the use of:
 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 2. Cigarettes (tobacco rolled in paper).
 3. Unrolled tobacco.
 4. Cigars.
 - h. The bar must have a filtration system exceeding ninety-eight percent efficiency with all air within the lounge exhausted directly to the outside by an exhaust fan of sufficient size.
 - i. The bar must prominently advertise at the entrance that hookah is allowed on premises and that access to the premises is limited to those twenty-one (21) years or older.
4. *Restaurant.* A stand-alone establishment authorized to sell or serve alcohol and food for consumption on the premises shall be exempt provided that:
1. Hookah is the only tobacco products consumed in the premises and then only outside and/or on a patio;
 2. Access to the establishment is denied to any person under the age of 21,
 3. Establishment does not employ any individual under the age of 21.
 4. Establishment pays a regulatory fee as provided for in Augusta, Georgia Code Section 2-1-3(c), at the time of the issuance of the initial alcohol license, and thereafter at the time of the issuance of the alcohol license upon renewal thereof. (The regulatory fee is an annual fee paid at the time the establishment begins selling tobacco products, and each year thereafter when the alcohol license is renewed.)
 - e. The certificate of exemption shall be displayed conspicuously in the manner of the alcohol license.
 - f. Such establishment shall not sell or permit the use of:
 1. Vape products, including electronic smoking devices, component parts or e-liquids.
 2. Cigarettes (tobacco rolled in paper).
-

3. Unrolled tobacco.
 4. Cigars.
- g. The restaurant must prominently advertise at the entrance that hookah is allowed on premises and that access to the premises is limited to those twenty-one (21) years or older.

SECTION V. The following shall be added to Section 2-1-3. - Administrative and regulatory fee structure; occupation tax structure:

Hookah Bar/Lounge	\$125.00 per year
Hookah License	\$_____ per year

Said amendments to the ordinances adopted herein shall control the regulation and enforcement of the use of hookah in public spaces.

SECTION VI. The provisions of any ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are repealed.

SECTION VII. Should any section, subsection, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance in whole or any part thereof other than the part so declared to be invalid.

SECTION VIII. This amendment to the Augusta-Richmond County ordinances shall become effective upon its adoption.

Adopted this _____ day of _____, 2026.

Garnett L. Johnson, Mayor



Public Services Committee

Meeting Date: October 6, 2026

Construction Services for Park Improvements: Boykin Road Park (Vendor Approval)

Department:	Recreation & Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the selection of JHC Corporation as the vendor for Bid Item# 26-182, Construction Services for Boykin Road Park Improvements, in the amount of \$2,342,342.00; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.
Background:	Augusta Recreation and Parks solicited bids for construction services for Bid Item# 26-182 for Boykin Road Park Improvements. The project is partially funded through a federal grant. The initial bids came back over the available grant-funded project budgets. Following review of the bid results, the project was re-advertised for bid and a total of one (1) bid was received. Upon review, the bid was determined to be compliant with the solicitation requirements and JHC Corporation was selected vendor. The value engineering method was used to allow the project to proceed while prioritizing the grant-funded portions necessary to meet applicable grant deadlines.
Analysis:	JHC Corporation has been selected for the project following bid review and value engineering. The vendor will prioritize the grant-funded portions of each project first to ensure compliance with grant deadlines. After completion of the grant-funded portions, JHC Corporation will complete the remaining portions of the projects using supplemental funding.
Financial Impact:	The total financial impact is \$2,342,342.00. Boykin Road Park Improvements: Total project amount: \$2,342,342.00 Federal grant funding available: \$1,485,041.73 Remaining amount funded through SPLOST 7: \$857,300.27 SPLOST 7 funds are available from unallocated Program Administration funds (\$229,114.95) and excess collections (\$628,185.32).
Alternatives:	1. Approve the selection of JHC Corporation and allow the project to proceed. 2. Do not approve the selection and delay the projects, which may affect the ability to complete grant-funded portions within required grant timelines.

3. Reject the bids and rebid the projects, which may further delay construction and may not result in lower pricing.

Recommendation: Approve the selection of JHC Corporation as the vendor for Bid Item# 26-182, Construction Services for Boykin Road Park Improvements, in the amount of \$2,342,342.00; and to approve associated SPLOST 7 allocations.

Funds are available in the following accounts: Federal Grant Funding:
Boykin Road Park: \$1,485,041.73 (GL 220-06-1415)
SPLOST 7 (GL 329-01-1110/ JL 216010901): \$857,300.27

REVIEWED AND
APPROVED BY: N/A

Augusta Blueprint & Microfilm, Inc

#26-182 Construction Services for Boykin Road Improvements - Augusta Richmond County (herein "Augusta") On behalf of the Augusta Recreations & Parks Dept located at 2027 Lumpkin Road Augusta, GA 30906

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	E.R. Snell Contractor, Inc.				X	1785 Oak Road Snellville, Georgia 30078 notices@ersnell.com	770-985-0600	770-985-2957
2	Dodge Construction				X	2860 S State Hwy 161 STE 160 #501 Grand Prairie, TX 75052 darlene.baker-mann@construction.com	844-326-3826 x9246	
3	JHC Corporation				X	15 Fresh Bru Drive Newman, GA 30263 melissa@jhccorporation.com	770-487-3258	770-487-4254
4	ConstructConnect				X	3825 Edwards Rd Suite 800 Cincinnati, OH 45209 content@constructconnect.com		513-991-1158
5	Contract Management				X	1829 Killingsworth Road Augusta, GA 30904 estimating@contractmgmtinc.com	706-667-9033	706-667-9034
6	Horizon Construction & Associates				X	P.O. Box 798 Evans, GA 30809 info@horizonaug.com	706-719-5004	706-719-5013

CONTRACT MANAGEMENT
1829 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

KUHLKE CONSTRUCTION
3704 BENCHMARK DR.
AUGUSTA, GA 30909

R.W. ALLEN LLC
1015 BROAD STREET
AUGUSTA, GA 30901

ALLEN BATCHELOR CONSTRUCTION
1063 FRANKE INDUSTRIAL BLVD
AUGUSTA, GA 30909

RCN CONSTRUCTION
1115 FRANKE INDUSTRIAL BLVD.
AUGUSTA, GA 30909

John W. Spratling & Son, LLC
5133 Washington Road, Suite 300
Evans, GA 30809

SPRATLIN & SON CONSTRUCTION
P.O. BOX 66
139 N. PEACHTREE STREET
LINCOLNTON, GA 30817

BLOUNT'S COMPLETE HOME
2907 TOBACCO ROAD #C
HEPHZIBAH, GA 30815

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
P. O. BOX 2570
EVANS, GA 30809

ATTAWAY CONSTRUCTION
ATTN: MELISSA TYLER
4234 WHEELER ROAD
MARTINEZ, GA 30907

SOMMERS CONSTRUCTION COMPANY
632 SOUTH OLD BELAIR ROAD
GROVETOWN, GA 30813

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVE
AUGUSTA, GA 30904

AKINS GENERAL CONTRACTORS
PO BOX 941
520 PARK AVENUE
STATESBORO, GA 30458

S. D. CLIFTON CONSTRUCTION
4324 WHEELER ROAD
AUGUSTA, GA 30907

DABBS-WILLIAMS GC
ATTN JAY JAMES
319 S WALNUT STREET
STATESBORO GA 30459

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

IMPACT ROOFING & CONSTRUCTION
453 COLUMBIA INDUSTRIAL BLVD.
SUITE 5
EVANS, GA 30809

ACC CONSTRUCTION CO
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

PEACH CONTRACTING
3127 DAMASCUS ROAD
AUGUSTA, GA 30909

BOWLES CONSTRUCTION, INC.
2112 HIGHLAND AVE.
AUGUSTA, GA 30904

AUGUSTA REMODELING &
CONSTRUCTION
201 VALDES DR.
MARTINEZ, GA 30907

S AND S WIDNER CONTRACTORS
4106 COLBEN BLVD STE 101
EVANS, GA 30809

GREEN & GREEN CONSTRUCTION
2703 PEACH ORCHARD RD
AUGUSTA, GA 30906

MCKNIGHT CONSTRUCTION CO INC
635 NW FRONTAGE ROAD
AUGUSTA, GA 30907

Lagniappe Development Company
1190 W. Shadburn Ave
Buford, GA 30518

Horizon Construction & Associates, Inc.
PO Box 798
Evans, GA 30809

Attaway Construction & Associates, LLC
3800 Park Lane
Martinez, GA 30907

BID ITEM #26-182
BOYKIN ROAD IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
MAILED: FRIDAY, 07/24/26

BID ITEM #26-182
BOYKIN ROAD IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
DUE: TUES., 8/18/26 @ 3:00 P.M.

PAGE 1 OF 2

Sommers Construction LLC
313 U N Court
Grovetown, GA 30813

Kenrick's Construction Company
910 Georgia Avenue
North Augusta, SC 29831

J. E. STEWART BUILDERS, INC
237 CHESTERFIELD STREET
N. AIKEN, SC 29801

LAVENDER & ASSOC, INC.
P.O. BOX 1654
STATESBORO, GA 30459

HEAVENER AND ASSOCIATES
CONSTRUCTION
P.O. BOX 14129
AUGUSTA, GA 30919

CONTRACT MANAGEMENT, INC.
ATTN: JAMES WILLIAMS
P. O. BOX 3833
AUGUSTA, GA 30914

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

COOK GENERAL CONTRACTING
ATTN: JENNIFER GRIER
3120 FRONTAGE ROAD
GAINESVILLE, GA 30504

J & B CONSTRUCTION
ATTN: JEROME JONES
3550 GORDON HWY
GROVETOWN, GA 30813

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
106 S BELAIR ROAD
AUGUSTA, GA 30907

SOMMERS CONSTRUCTION
ATTN: PATRICK SOMMERS
4889 SOMERSET DRIVE
EVANS, GA 30809

COPPER CONSTRUCT.
410 MCINTOSH ST.
VIDALIA, GA 30474

J MAR BUILDER & SERVICE
1450 GREENE STREET
AUGUSTA, GA 30901

TAMEKA WILLIAMS
AUGUSTA PARKS & RECREATION

FRANK ROST
AUGUSTA PARKS & RECREATION

YOLANDA JACKSON
AUGUSTA COMPLIANCE DEPT.

BID ITEM #26-182
BOYKIN ROAD IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
MAILED: FRIDAY,07/24/26

BID ITEM #26-182
BOYKIN ROAD IMPROVEMENTS – FOR
PARKS AND RECREATION
DEPARTMENT
DUE: TUES., 8/18/26 @ 3:00 P.M.

PAGE 2 OF 2

Planholders

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

Supplier (11)

Supplier 	Download Date
Advanced Athletic Surfaces, LLC	08/05/2026
Beams Contracting, Inc	07/30/2026
C&J Lawncare	07/28/2026
Dodge Data	07/28/2026
Environmental Management Acquisition LLC.	07/29/2026
Onvia, Inc. - Content Department	08/12/2026
Playworx Playsets	07/28/2026
SolarPath Inc	08/17/2026
Streetleaf	07/28/2026
Thomas & Hutton Engineering Co.	07/28/2026
Triple R Paving	07/28/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Advanced Athletic Surfaces, LLC
Contact Name	Jason Beck
Address	5162 Bluegrass Trail , Greensboro, GA 30642
Email	jbeck8484@gmail.com
Phone Number	706-294-5690

Documents

Filename	Type	Action
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 BID Opening: BID Item #26-182 Construction Services for Boykin Road Improvements for Augusta, GA - Recreation and Parks Department BID Date: Wednesday, August 26, 2026 @ 3:00 p.m.									
Total Number Specifications Mailed Out: 40 Total Number Specifications Download (Euna OpenBids): 6 Total Electronic Notifications (Euna OpenBids): 734 Georgia Procurement Registry: 1588 Pre-Bid Conference Attendees: 11 Total Packages Submitted: 1 Total Non-Compliant: 0									
Vendors	Exhibit A	Add 2	E-Verify Number	SAVE Form	Original and 1 USB	Bid Bond	Bid Total	Alternates	Bid Total
JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263	Yes	Yes	413897	Yes	Yes	Yes	2,342,342.00	1,626,110.00	3,968,452.00

MEMORANDUM

TO: Andy Penick, Director-Procurement

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

DATE: September 9, 2026

RE: Recommendation of Award - Bid Item# 26-182 (Boykin Road Park Improvements)

Augusta Recreation and Parks Department (ARPD) respectfully submits its recommendation of award for Bid Item# 26-182 Construction Services for Boykin Road Park Improvements. The project is funded through the Federal grant "Improving Neighborhood Outcomes in Disproportionately Impacted Communities" for park improvement initiatives. It includes the construction of new recreational and park amenities, pedestrian infrastructure, and supporting facilities as outlined in the approved project scope.

The project was re-advertised for bid and a total of one (1) bid was received. Upon review, the bid was determined to be compliant with the solicitation requirements.

Due to budget constraints, the project scope was value engineered and divided into two (2) phases. The value engineering process allows the projects to proceed while prioritizing the grant-funded portions necessary to meet applicable grant deadlines.

With this process, JHC Corporation was selected to complete Phase I of the Boykin Road Park Improvement Project in the amount of **\$2,342,342.00**. Phase II will be deferred until additional funding is identified. Sufficient funding is available for Phase I for park improvements.

Based on the bid results, compliance review and scope, the Department recommends awarding this contract to JHC Corporation and proceeding with contract negotiations. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you in advance for moving the process forward!

Invitation to Bid

Bid Item **#26-182 Boykin Road Improvements Project** for Augusta -Richmond County Recreations and Parks Department.

Sealed bids will be received until Tuesday, August 18, 2026, at 3:00 p.m. Bid openings are open to the public in the Augusta Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901, and via Teams: Meeting ID: 276 847 943 030 504; Passcode: 2ns7Fi3y

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706)821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of **\$255.00** Bid Item **#26-182 Boykin Road Improvements Project** for the plans and specifications for these project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706)722-6488 beginning Friday, July 24, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

All Bidder's questions, request for clarifications, or interpretations must be submitted in writing by emailing procbidandcontract@augustaga.gov on or before Monday, August 17, 2026, by 5:00 P.M.

All bids must be received by mail, courier or hand delivered to the Procurement Department,
Attn: Tywana Scott
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

A 5% Bid bond is required to be submitted along with the bidders' qualifications. Performance and Payment Bonds are required at 100% of the Awarded Amount.

Bidders are cautioned that obtaining Bid documents through any source other than the Procurement Department is not advisable, as documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information.

Publish: Augusta Chronicle July 24th, 31st, and August 7th, 14th



Commission Meeting

October 6, 2026

Amend the draft Data Center Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Direct Planning Department to amend the draft Data Center Ordinance to include developer-funded utility protections, Community Benefits Agreements, and facility growth caps and refer the amended ordinance for a formal Second Reading. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 1, 2026 8:35 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda items

Please add the following agenda items to Tuesday's Agenda

1. Direct Planning Department to amend the draft Data Center Ordinance to include developer-funded utility protections, Community Benefits Agreements, and facility growth caps and refer the amended ordinance for a formal Second Reading.

2. Have a subject matter expert on data centers present a briefing on data center safeguards today or on an upcoming agenda prior to the formal second reading.

Kind Regards,



Commission Meeting

October 6, 2026

Data Center Subject Matter Expert

Department:	N/A
Presenter:	N/A
Caption:	Have a subject matter expert on data centers present a briefing on data center safeguards today or on an upcoming agenda prior to the formal second reading. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 1, 2026 8:35 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda items

Please add the following agenda items to Tuesday's Agenda

1. Direct Planning Department to amend the draft Data Center Ordinance to include developer-funded utility protections, Community Benefits Agreements, and facility growth caps and refer the amended ordinance for a formal Second Reading.
2. Have a subject matter expert on data centers present a briefing on data center safeguards today or on an upcoming agenda prior to the formal second reading.

Kind Regards,



Engineering Services Committee

September 29, 2026

Johns Road abandonment

Department:	N/A
Presenter:	N/A
Caption:	Discuss Johns Road abandonment. (Requested by Mayor Pro-Tem Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 6, 2026

Waste Contract

Department:	N/A
Presenter:	N/A
Caption:	Discussion of waste contract: engineering, procurement & law dept. (Requested by Commissioner Tony Lewis)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Tony Lewis
Sent: Thursday, October 1, 2026 8:33 AM
To: Lena Bonner
Subject: Augusta Richmond County Waste Contract

Gm Mrs Bonner, could you please place on the agenda for discussion of waste contract: engineering, procurement & law dept. Thanks

Kindest Regards

Tony Lewis

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AED:104.1



Commission Meeting

October 6, 2026

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A