



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, October 17, 2023

10:00 AM

INVOCATION

Reverend Thurman Norville, Jr., Pastor, St. James United Methodist Church

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

RECOGNITION(S)

A. **Congratulations!** 2023 September Years of Service (YOS) 25-50 year recipients.

DELEGATION(S)

B. **Ms. Donna Sellers** regarding The Daughters of the Confederacy's rock at Tubman Home Road.

C. **Mr. Moses Todd, I Love Augusta, Inc.** regarding Jail Pod Revenue Bond, Waterpark SPLOST 8 Good and welfare of Augusta Richmond County.

CONSENT AGENDA

(Items 1-42)

PLANNING

1. **FINAL PLAT – CAPTAINS CORNER PHASE 2 – S-985** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by James G Swift and Associates, on behalf of JEN PCS LLC, requesting final plat approval for Captains Corner Phase 2 located at 719 E. Robinson Avenue. and containing 101 lots. Tax Map #078-0-004-03-0. **DISTRICT 3**
2. **Z-23-40** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by Dr. Robert E. Milhous requesting a rezoning from zone **P-1 (Professional/Office) to zone B-1 (Neighborhood Business)** affecting property containing approximately 0.39 acres located at **2321 Washington Road**. Tax Map #026-2-141-00-0. **DISTRICT 7**
3. **Z-23-41** – A request for concurrence with the Augusta Planning Commission to **deny** a petition by Johnathan Thomas on behalf of Demure Properties, LLC of requesting a rezoning from **zone R-1B (One-family Residential) to zone R-2 (Two-family Residential)** affecting property containing approximately 0.2 acres located at **2005 Grand Boulevard**. Tax Map 072-2-037-00-0. **DISTRICT 2**
4. **Z-23-42** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by Hillpointe, LLC on behalf of Christina Jaechoon Park requesting to **remove condition 4 of R-3B zoning adopted with rezoning application Z-22-43**, which

requires obtainment of an ingress/egress easement from the adjacent property (at 210 Reservation Way) for emergency access point prior to submittal of a site plan, affecting property containing approximately 35.11 acres located at **266 Reservation Way**. Tax Map #068-0-010-00-0.

DISTRICT 5

- 5. Z-23-43** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by The Gordon Group, LLC requesting a rezoning from **zone R-1D (One-family Residential) and R-3C (Multiple-family Residential) to zone R-1E (One-family Residential)** affecting property containing approximately 30.65 acres located at 4200 Valencia Lane. Tax Map #199-0-088-00-0. **DISTRICT 8**
- 6. Z-23-44** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by STP Development, LLC requesting to amend condition 14 of R-1E zoning adopted with rezoning application Z-21-39, to reduce the open space/greenspace requirement from 113 acres to 100 acres, affecting property containing approximately 173.55 acres located at **1241 and 1299A Brown Road**. Tax Map #216-0-003-00-0 and 216-0-008-02-0. **DISTRICT 8**
- 7. Z-23-45** – A request for concurrence with the Augusta Planning Commission to approve with conditions a petition by Cranston Engineering on behalf of JLLJ, LLC requesting a rezoning from **zone A (Agricultural) and B-2 (General Business) to zone B-2 (General Business)** affecting property containing approximately 1.69-acres located at 2635 Perimeter Parkway. Tax Map #031-0-052-02-0. **DISTRICT 3**
- 8. SE-23-06** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Arvind Patel on behalf of Reray Properties, LLC requesting a **special exception** to establish a **liquor store** per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at **3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business)**. Tax Map #096-2-205-00-0. **DISTRICT 5**
- 9. SE-23-07** – A request for concurrence with the Augusta Planning Commission to **deny** a petition by Falguniben Patel on behalf of Yana and Arya, LLC requesting a special exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.62 acres located at 2177 Broad Street. Zoned B-1 (Neighborhood Business). Tax Map #027-3-023-00-0. **DISTRICT 1**

PUBLIC SERVICES

- 10. Motion to approve New Location: A.N. 23-42:** A request by Rachel Babcock for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with The Olive Garden Italian Restaurants #6487 located at 804 Cabela Dr. There will be **Sunday Sales**. **District 7. Super District 10.(Approved by Public Services Committee October 10, 2023)**
- 11. Motion to approve New Ownership/Existing Location: A.N. 23-43:** A request by Kourtney Patel for a retail package **Liquor, Beer & Wine** License to be used in connection with Harrison's Liquor located at 1889 Gordon Hwy. **District 2. Super District 9.(Approved by Public Services Committee October 10, 2023)**
- 12. Motion to approve New Ownership/Existing Location: A.N. 23-44:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 1801 LLC located at 1801 Marvin Griffin Rd. **District 6. Super District 10.(Approved by Public Services Committee October 10, 2023)**

- 13. Motion to approve New Ownership/Existing Location: A.N. 23-45:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 3995 LLC located at 3995 Old Waynesboro Rd. **District 6. Super District 10.(Approved by Public Services Committee October 10, 2023)**
- 14. Motion to approve New Ownership/Existing Location: A.N. 23-46:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 2579 LLC located at 2579 Tobacco Rd. **District 6. Super District 10. (Approved by Public Services Committee October 10, 2023)**
- 15. Motion to approve New Ownership/Existing Location: A.N. 23-47:** A request by Nilam Patel for a retail package **Beer & Wine** License to be used in connection with Smile Grocery located at 830 Stevens Creek Rd. **District 7. Super District 10. (Approved by Public Services Committee October 10, 2023)**
- 16. Motion to approve New Ownership/Existing Location: A.N. 23-48:** A request by Michael L. Everett for an on-premise consumption **Liquor, Beer & Wine** License to be used in connection with Thunder Road Bar & Grill located at **2260 Wheelless Rd. District 2. Super District 9. (Approved by Public Services Committee October 10, 2023)**
- 17. Motion to approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.(Approved by Public Services Committee October 10, 2023)**
- 18. Motion to approve the amendment to the Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC. (Approved by Public Services Committee October 10, 2023)**
- 19. Motion to approve entering into a memorandum of understanding with Augusta Concrete Block Co. for the donation of materials and labor for repairs at Magnolia Cemetery.(Approved by Public Services Committee October 10, 2023)**
- 20. Motion to approve the Consent of Assignment between Augusta, Georgia and John Bean Technologies Corporation (JBT). Approved by the Augusta Aviation Commission on September 21, 2023.(Approved by Public Services Committee October 10, 2023)**
- 21. Motion to approve Professional Services Contract with Mead & Hunt, Inc. to perform Engineering, Architectural, and Construction Administration services and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-158 (Approved by Public Services Committee October 10, 2023)**
- 22. Motion to approve acceptance of OneGeorgia Equity Grant through the Augusta Economic Development Authority (AEDA). Approved by the Augusta Aviation Commission on September 21, 2023. (Approved by Public Services Committee October 10, 2023)**

ADMINISTRATIVE SERVICES

- 23. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer.(Approved by Administrative Services Committee October 10, 2023)**
- 24. Motion to approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia. (Approved by Administrative Services Committee October 10, 2023)**

ENGINEERING SERVICES

- 25.** Motion to **approve** and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit as need arises. Requested by Engineering. **(Approved by Engineering Services Committee October 10, 2023)**
- 26.** Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of **\$375,000.00** for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering. **(Approved by Engineering Services Committee October 10, 2023)**
- 27.** Motion to **approve** \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-216 The award was for 2 years with an option to extend for 3 additional 1 yr terms. Approved by Commission 5/3/22. 2 year term to expire 5/2/24..**(Approved by Engineering Services Committee October 10, 2023)**
- 28.** Motion to **approve** Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152..**(Approved by Engineering Services Committee October 10, 2023)**
- 29.** Motion to **approve** entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate totaling \$214,542.58, subject to verification of prior rights. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment. Requested by Engineering. **(Approved by Engineering Services Committee October 10, 2023)**
- 30.** Motion to **approve** entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.**(Approved by Engineering Services Committee October 10, 2023)**
- 31.** Motion to **approve** Worthington Subdivision – Sonic Lift Station Cost Sharing Agreement. **(Approved by Engineering Services Committee October 10, 2023)**
- 32.** Motion to **approve** the Dedication of Water and Sanitary Sewer for The Shoppes at the Apex..**(Approved by Engineering Services Committee October 10, 2023)**
- 33.** Motion to **approve** the Dedication of Water and Sanitary Sewer for Brookstone North Phase II..**(Approved by Engineering Services Committee October 10, 2023)**

PUBLIC SAFETY

- 34.** Motion to **approve** award of the professional management of (RCCI's) Inmates' Food Service to Aramark Correctional Services, LLC pending the execution of the contract by the Mayor. RFP 23-220 **(Approved by Public Safety Committee October 10, 2023)**

- 35.** Motion to **accept** 2023 SAMHSA Grant Award. (**Approved by Public Safety Committee October 10, 2023**)
- 36.** Motion to **approve** the upgrade of existing cable modem connections to fiber connectivity for remote department access. (**Approved by Public Safety Committee October 10, 2023**)
- 37.** Motion to **approve** contracts for continued utilization of existing fiber. (**Approved by Public Safety Committee October 10, 2023**)
- 38.** Motion to **approve** the acceptance of a \$40,000 grant from the Criminal Justice Coordinating Council for the Richmond County Juvenile Court. (**Approved by Public Safety Committee October 10, 2023**)
- 39.** Motion to **award** Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures in the amount of \$164,588.21. (**Approved by Public Safety Committee October 10, 2023**)
- 40.** Motion to **award** RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the Mayor to sign all appropriate documentation. The recommendation of award is for a three (3) year contract with an option to extend for two (2) additional one (1) year terms. (**Approved by Public Safety Committee October 10, 2023**)
- 41.** Motion to approve assigning the honorary name designation of Rev Dr Kenneth B. Martin Way to the 1400 Block of Florence Street..(Requested by Commissioner Francine Scott) (**Approved by Public Safety Committee October 10, 2023**)

PETITIONS AND COMMUNICATIONS

- 42.** Motion to **approve** the minutes of the regular meeting of the Commission held **October 3, 2023** and Special Called Meeting held **October 10, 2023**.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 43-45)

ADMINISTRATIVE SERVICES

- 43.** Motion to **approve** a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign ‘Give Change That Counts’, and to authorize the mayor to execute all appropriate documents. (**No recommendation from Administrative Services Committee September 26, 2023 and referred from the October 3, 2023 Commission Meeting**)

ADMINISTRATOR

- 44.** Administrator’s proposed fiscal year 2024 budget presentation.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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



Commission Meeting

October 17, 2023

Years of Service Recipients

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2023 September Years of Service (YOS) 25-50 year recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**HUMAN RESOURCES DEPARTMENT**

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

September 29, 2023

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at <http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx>.

We are pleased to advise you that for the month of **September 2023**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
ROY	SEARLES	CENTRAL SERVICES	25
CHRISTINA	LAWSON	UTILITIES	25
XAVIER	BROWN	UTILITIES	25
DAVID	MILFORD	SHERIFF	25
KATHY	GILREATH	SHERIFF	25
TONIA	MASON	PARKS AND RECREATION	30
DONALD	WILLIAMS	UTILITIES	45

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, October 17, 2023**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1376 or via e-mail at tbacote@augustaga.gov, by **Friday, October 13, 2023, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,
Anita Rookard, HR Director
/tnb

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator
Lena Bonner, Clerk of Commission



HUMAN RESOURCES DEPARTMENT

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov



Commission Meeting

October 17, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Donna Sellers regarding The Daughters of the Confederacy's rock at Tubman Home 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/Committee: (Please check one)

<u> X </u>	Commission
<u> x </u>	Public Services Committee
<u> x </u>	Administrative Services Committee
<u> x </u>	Engineering Services Committee
<u> </u>	Finance Committee
<u> x </u>	Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Donna Sellers
 Address: POB 171, Hephzibah, GA 30815
 Telephone Number: 706-455-8993
 Fax Number: _____
 E-Mail Address: donutsellers@gmail.com

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

Incorrect Rocks

Please consider returning, The Daughters of the Confederacy's rock at Tubman Home Road near Wilkinson Gardens Elementary and Milledgeville Rd.
The second monument is near Blythe, GA in the connection of land and turning lanes of Deans Bridge Road and Hwy 88. Both rocks declare that the Highway's name is the Jefferson Davis Highway.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

Nancy Morawski

From: Donna Sellers <donutsellers@gmail.com>
Sent: Monday, October 2, 2023 2:36 PM
To: Nancy Morawski
Subject: [EXTERNAL] Fwd: Confederacy rocks

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

From: **Donna Sellers** <donutsellers@gmail.com>
Date: Sat, Sep 23, 2023 at 12:30 PM
Subject: Confederacy rocks
To: <mayorjohnson@augustaga.gov>

There are at least two "memorial" 1930's monuments/rocks donated by the Daughters of the Confederacy placed on Martin Luther King, Jr blvd and at 3378 Deans Bridge Rd and Hwy 88 in Blythe. The rocks state that the highway name is the Jefferson Davis Hwy.

I stopped to ask a gentleman at the Tubman Center if that six foot rock belonged to his property. He responded that it was city/county property.

If the city/county does own the rock and cuts the grass around it, can the city/county think about giving it back to The Daughters of the Confederacy?

It is incorrect for someone traveling but is offensive for others. The city/counsel/county should not pay for its upkeep.

The Blythe/Deans Bridge rock is smaller but it also receives regular county (I'm assuming) grass cutting and hedge trimmers.

Thank you for this consideration.

D Sellers

[**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 17, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd , I Love Augusta, Inc. regarding Jail Pod Revenue Bond, Waterpark SPLOST 8 Good and welfare of 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



Commission Meeting

October 17, 2023

Item Name: Final Plat Captains Corner Phase 2 S-985

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	FINAL PLAT – CAPTAINS CORNER PHASE 2 – S-985 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by James G Swift and Associates, on behalf of JEN PCS LLC, requesting final plat approval for Captains Corner Phase 2 located at 719 E. Robinson Avenue. and containing 101 lots. Tax Map #078-0-004-03-0. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Captains Corner Phase 2 S-985

Hearing Date: Monday, October 2, 2023

Applicant: James G. Swift & Associates

Property Owner: JEN PCS LLC

Address of Property: 719 E. Robinson Avenue

Tax Parcel #: 078-0-004-03-0

Present Zoning: R-1D (One-family Residential)

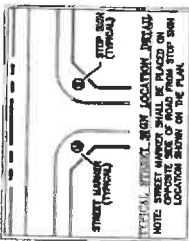
Neighborhood or Subdivision: Captains Corner

Commission District: 3 (C. McKnight) **Super District:** 10 (W. Guilfoyle)

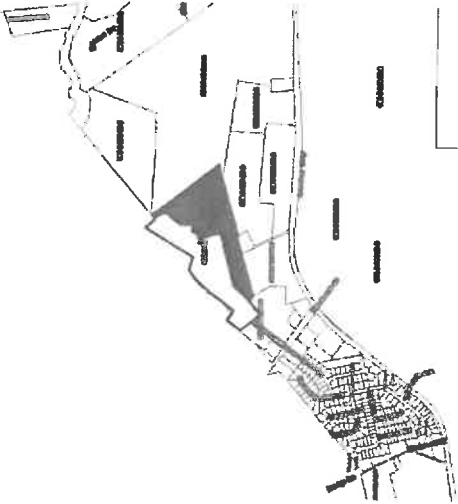
Fort Gordon Notification Required: No

NOTES:

1. IF EASEMENT IS REQUIRED ON ALL FRONT, SIDE, REAR AND 1/2 EASEMENT IS REQUIRED ON ALL REAR LOT (SEE PLAN FOR EASEMENT LOCATIONS). THERE ARE GENERAL EASEMENTS SHOWN OVER BARRAGE WALLS, TRAILWAYS, LOTS, AND BARRAGE WALLS THERE TO A MAINTENANCE WALK OF WALL BOUNDARY IN THE SHOWN. EASEMENTS SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER EASEMENTS OR RIGHTS OF WAY.
2. THIS PROJECT IS LOCATED WITHIN THE BARRAGE WALLS OF THE BARRAGE WALLS. THE BARRAGE WALLS ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER EASEMENTS OR RIGHTS OF WAY.
3. NO. 4 REAR ROW PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
4. THIS SERVICE WAS PERFORMED WITH A 5" THEODOLITE, EXAM AND A 200' STEEL TAPE ON 8/2/23.
5. THE SERVICE WAS PERFORMED WITH A 5" THEODOLITE, EXAM AND A 200' STEEL TAPE ON 8/2/23.
6. PLAT CLOSING: 1 PART IN 14,117.
7. UNBARRAGE WALLS OF PINS AT PROPERTY CORNERS WILL BE 18".
8. THIS PROJECT IS LOCATED WITHIN THE BARRAGE WALLS OF THE BARRAGE WALLS. THE BARRAGE WALLS ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER EASEMENTS OR RIGHTS OF WAY.
9. A 20' EASEMENT CENTERED OVER ALL STORM, SANITARY, AND WATER LINES ARE TO BE SET IN THE BARRAGE WALLS.
10. ALL ROAD RIGHT OF WAY AND STORM WATER MANAGEMENT AND UTILITIES AREA ARE TO BE DECEIVED TO RICHMOND COUNTY.



LINE	DATE	LENGTH
1	10/27/2023	10.00
2	10/27/2023	10.00
3	10/27/2023	10.00
4	10/27/2023	10.00
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99	10/27/2023	10.00
100	10/27/2023	10.00



SUCH APPROVALS OR APPROVALS SHALL BE OBTAINED FROM THE APPROPRIATE AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

DATE: 10/27/2023



THE ENGINEER HAS REVIEWED THE SUBMITTED LAND SURVEY AND HAS CERTIFIED THAT THE MAP, PLAN, OR PLAN HAS BEEN APPROVED BY THE ENGINEER. THE ENGINEER HAS REVIEWED THE SUBMITTED LAND SURVEY AND HAS CERTIFIED THAT THE MAP, PLAN, OR PLAN HAS BEEN APPROVED BY THE ENGINEER. THE ENGINEER HAS REVIEWED THE SUBMITTED LAND SURVEY AND HAS CERTIFIED THAT THE MAP, PLAN, OR PLAN HAS BEEN APPROVED BY THE ENGINEER.

DATE: 10/27/2023

APPROVED FINAL PLAT
(Not valid until signed)
Date Approved: _____
Signature: _____
Title: _____

APPROVED FINAL PLAT
(Not valid until signed)
Date Approved: _____
Signature: _____
Title: _____

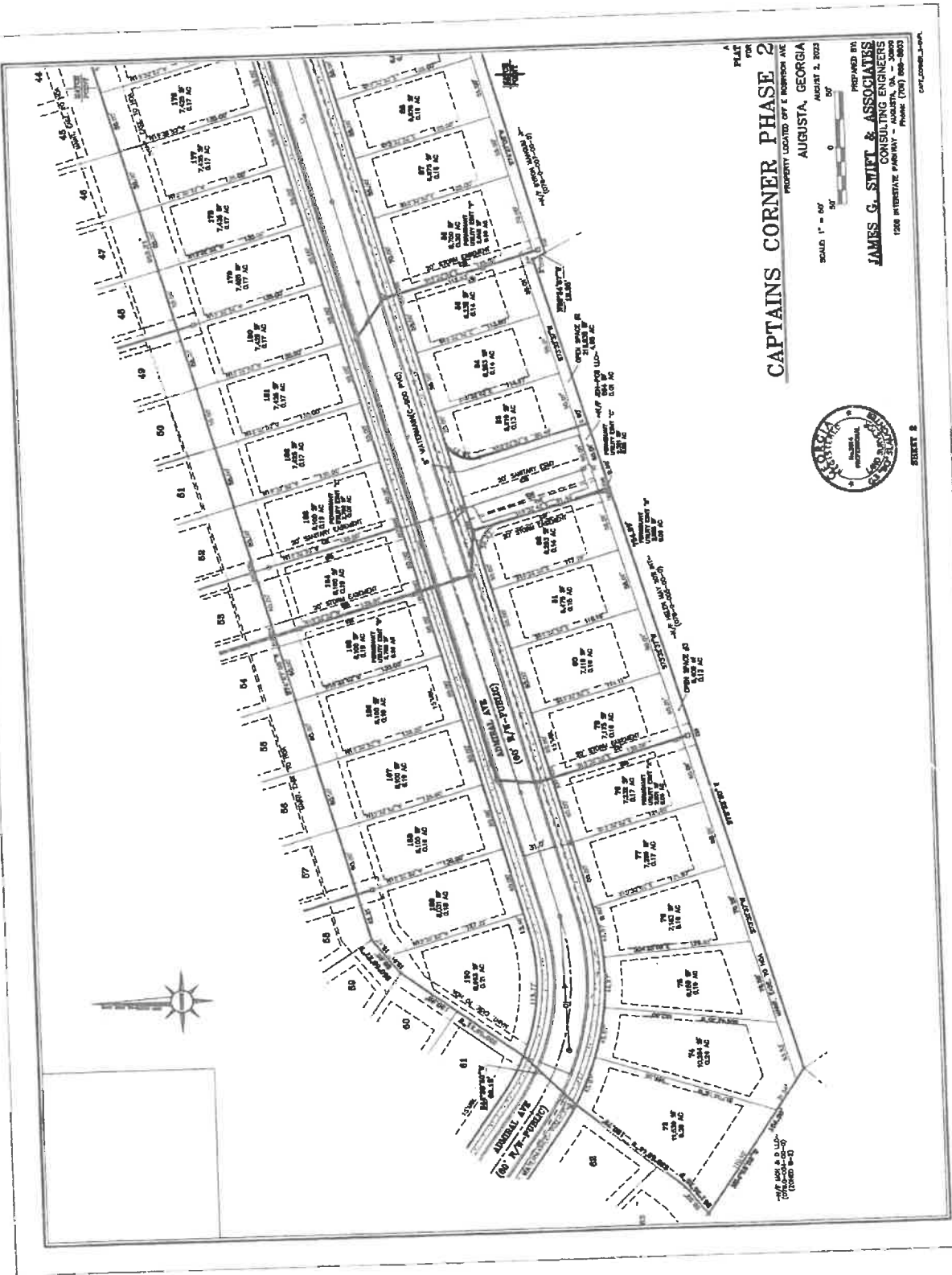
As required by subsection (4) of RCGL, Section 15-2-27, the land and any improvements thereon shall be surveyed and approved by a professional engineer or surveyor licensed in the State of Georgia. The survey shall be made in accordance with the provisions of the Georgia Surveying and Mapping Act, Chapter 15-2 of the Official Code of Georgia Annotated. The survey shall be made in accordance with the provisions of the Georgia Surveying and Mapping Act, Chapter 15-2 of the Official Code of Georgia Annotated.

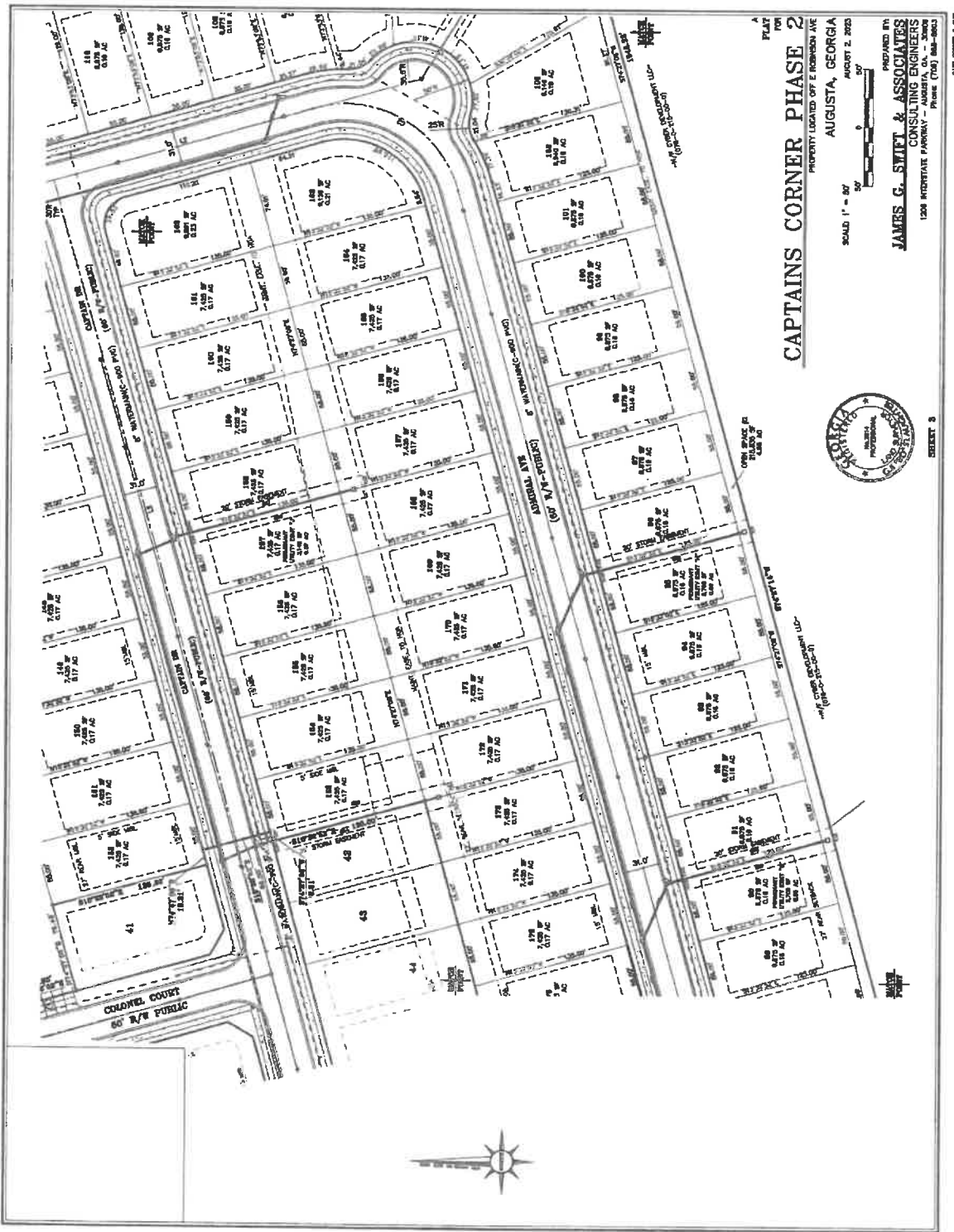
PROJECT DATA	
PROJECT NAME	CAPTAINS CORNER PHASE 2
OWNER	ARMSTRONG & SONS, LLC
OWNER ADDRESS	1000 INTERSTATE PARKWAY AUGUSTA, GA 30609
OWNER PHONE	706-331-5040
OWNER FAX	706-331-5040
OWNER EMAIL	OWNER@ARMSTRONGANDSONS.COM
DESIGN ENGINEER	JAMES G. SWIFT & ASSOCIATES
DESIGN ENGINEER ADDRESS	1000 INTERSTATE PARKWAY AUGUSTA, GA 30609
DESIGN ENGINEER PHONE	706-331-5040
DESIGN ENGINEER FAX	706-331-5040
DESIGN ENGINEER EMAIL	DESIGN@JAMESGSWIFT.COM

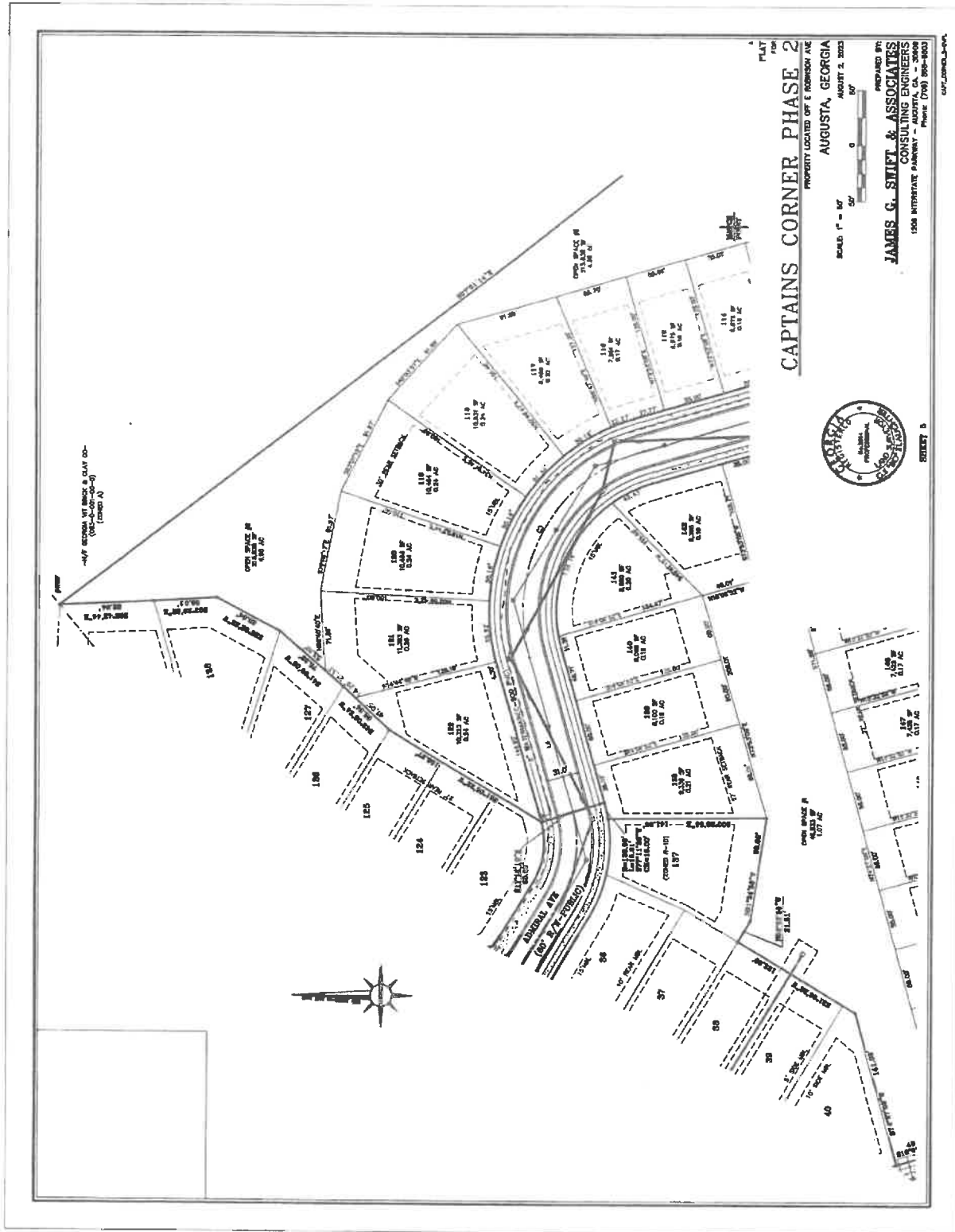
MINIMUM LOT SIZE OF 4,000 SF ALLOWED IN R-10 ZONING
CAPTAINS CORNER PHASE 2
PROPERTY LOCATED OFF E. RICHMOND AVE
AUGUSTA, GEORGIA
SCALE: 1" = 50'
AUGUST 2, 2023

PREPARED BY
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1000 INTERSTATE PARKWAY
AUGUSTA, GA 30609
Phone: (706) 331-5040

DATE: 10/27/2023









Commission Meeting

October 17, 2023

Item Name: Z-23-40

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-40 – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Dr. Robert E. Milhous requesting a rezoning from zone P-1 (Professional/Office) to zone B-1 (Neighborhood Business) affecting property containing approximately 0.39 acres located at 2321 Washington Road. Tax Map #026-2-141-00-0. DISTRICT 7
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Any new development or redevelopment of the property shall comply with all development standards and regulations as set forth by Augusta-Richmond County at the time of development as required. 2. The business license must be updated to reflect the expanded use.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-40

Hearing Date: Monday, October 2, 2023

Applicant: Dr. Robert E. Milhous

Property Owner: Dr. Robert E. Milhous

Address of Property: 2321 Washington Road, Augusta, Georgia 30904

Tax Parcel #: 026-2-141-00-0

Present Zoning: P-1 (Professional/Office)

Commission District: 7 (S. Frantom)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use/Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from P-1 (Professional/Office) to B-1 (Neighborhood Business)	To Allow for Retail Sales	Section 21

Summary of Request:

This petition involves a 0.39 acre property located approximately 415 feet northwest of where Broad Street merges into Washington Road. The purpose of the rezoning request is to allow for retail sales with the existing chiropractic clinic.

Comprehensive Plan Consistency:

The 2018 Comprehensive Plan indicates that the property is located within the West Augusta Character Area. Recommended development patterns for this character area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area, promote mixed-use development projects at appropriate locations, and additional commercial and retail development at major intersections.

Findings:

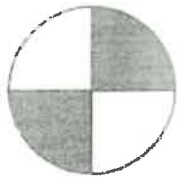
1. The existing chiropractic clinic has been operating for many years within the existing building.

2. The property is currently served by public water and sanitary sewer.
3. Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Washington Road as a major arterial. Transit has a route that runs on Washington Road and there is a transit stop located approximately 500 feet northwest of the property.
4. According to the Flood Insurance Rate Maps (FIRM) on the Augusta-Richmond County GIS Map Layer there are no Special Flood Hazard Area located on the property.
5. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
6. The properties to the north and south are zoned B-1 (Neighborhood Business) with existing commercial uses, The properties across Washington Road to the west also having B-1 (Neighborhood Business) zoning with existing single family homes. The property adjacent to the east is zoned R-1 (One-family Residential) with a single family home located on it.
7. The property has adequate parking for the potential retail sales.
8. At the time of completion of this report, staff had not received any inquiries concerning this rezoning application.

Recommendation: The Planning Commission recommends Approval of the rezoning application with the following condition:

1. Any new development or redevelopment of the property shall comply with all development standards and regulations as set forth by Augusta-Richmond County at the time of development as required.
2. The business license must be updated to reflect the expanded use.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



AUGUSTA CHIROPRACTIC CLINIC

2321 Washington Road
Augusta, Georgia 30904
706.736.8144 Phone
706.736.4386 Fax

Wednesday, August 02, 2023

Zoning Letter of Intent

To Whom It May Concern:

I am requesting a zoning change from P1 Professional to Neighborhood Business B1/B2. No, ZERO, changes have been made to the structure, parking lot, etc. We have passed all fire inspections.

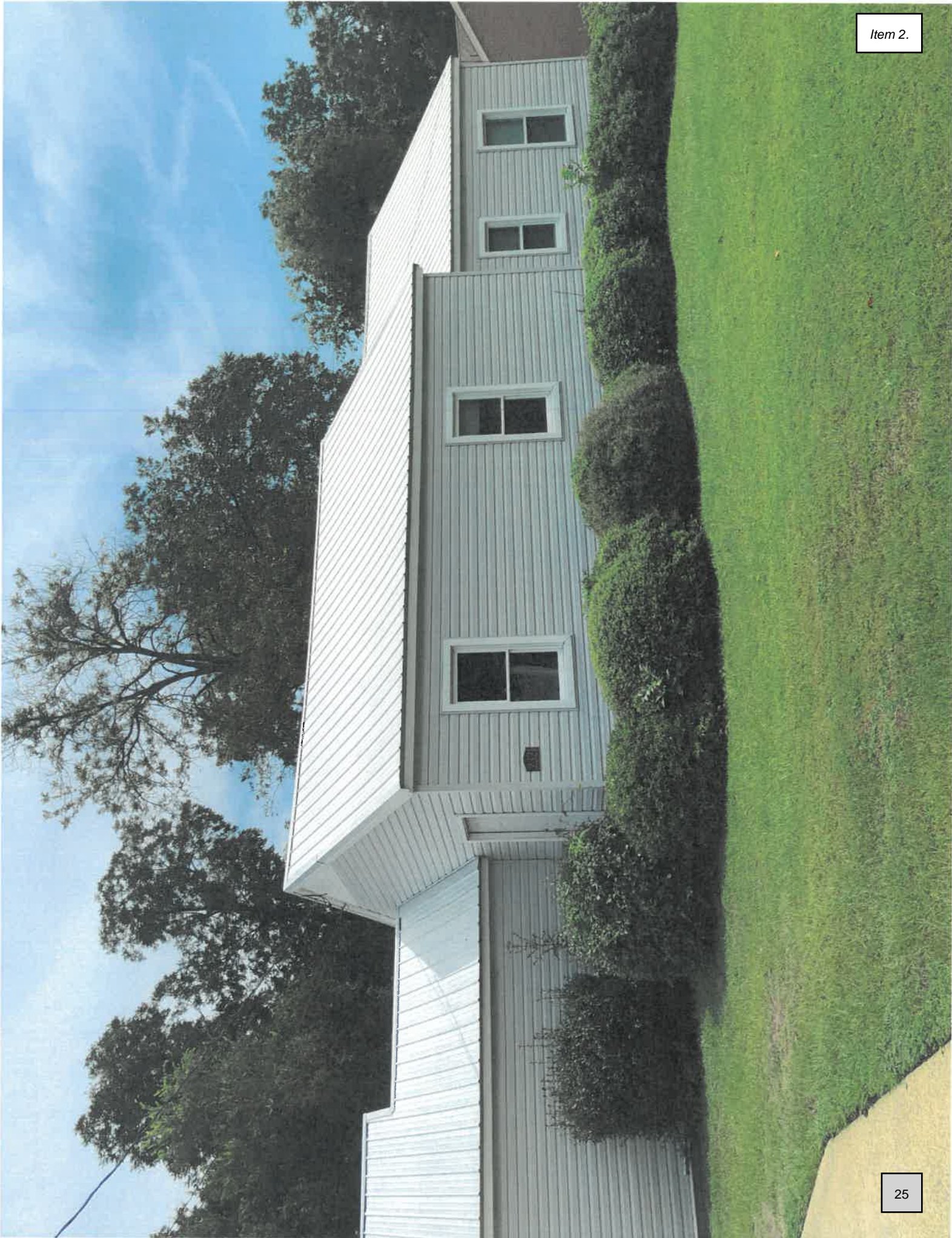
We have attempted to do so in the past, and we were told our check would be cashed, application discarded, and we wouldn't even receive a hearing. We were further discouraged from doing so (per Kevin Boyd) because the City doesn't want to waste any time, money, or resources in doing ANY rezoning in our location. The reasoning was explained, by Mr. Boyd, as well as SEVERAL other City Admins, that "we do not know the future of that end of Washington Road."

I was also offered the chance by Mr. Boyd in 2020, to leave and open up shop anywhere else in Augusta. I never found this to be fair, given we have owned this property since 1971.

The reasons we were given caused us to launch an investigation determining it was allegedly because the Augusta National Golf Course was "moving" Washington Road. I have been in contact with the A.N.G.C. as of July, 2023 due to nearly 3 or 4 years of lost revenue. They are aware of the situation, and have said they will investigate this thoroughly.

Sincerely,

Dr. Robert Evan Milhous



Planning Commission
Z-23-40
October 2, 2023

2321 Washington Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

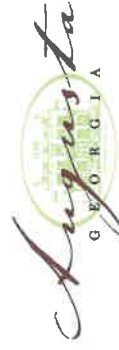
 B-2: General Business

 P-1: Professional

 R-1: One Family Residential

 R-1A: One Family Residential

 R-3B: Multiple-Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

Augusta, GA Disclaimer

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Item 2.



0 100 Feet

Redwood Dr

Washington Rd

R-1A

P-1

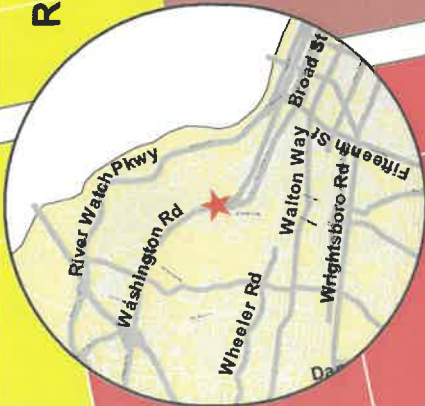
P-1

B-2

B-2

B-1

R-3B



Request: A Change of Zoning from Zone P-1 (Professional/Office) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.39 acres and located at 2321 Washington Road.
Dr. Robert E. Milhous
Parcels: 026-2-141-00-0

Planning Commission
Z-23-40
October 2, 2023

2321 Washington Road

Aerial

Legend

 Subject Property



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

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Item 2.



0 100 Feet




Request: A Change of Zoning from Zone P-1 (Professional/Office) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.39 acres and located at 2321 Washington Road.
Dr. Robert E. Milhous
Parcel: 026-2-141-00-0

2321 Washington Road

Future Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 P-1: Professional

 R-1: One Family Residential

 R-1A: One Family Residential

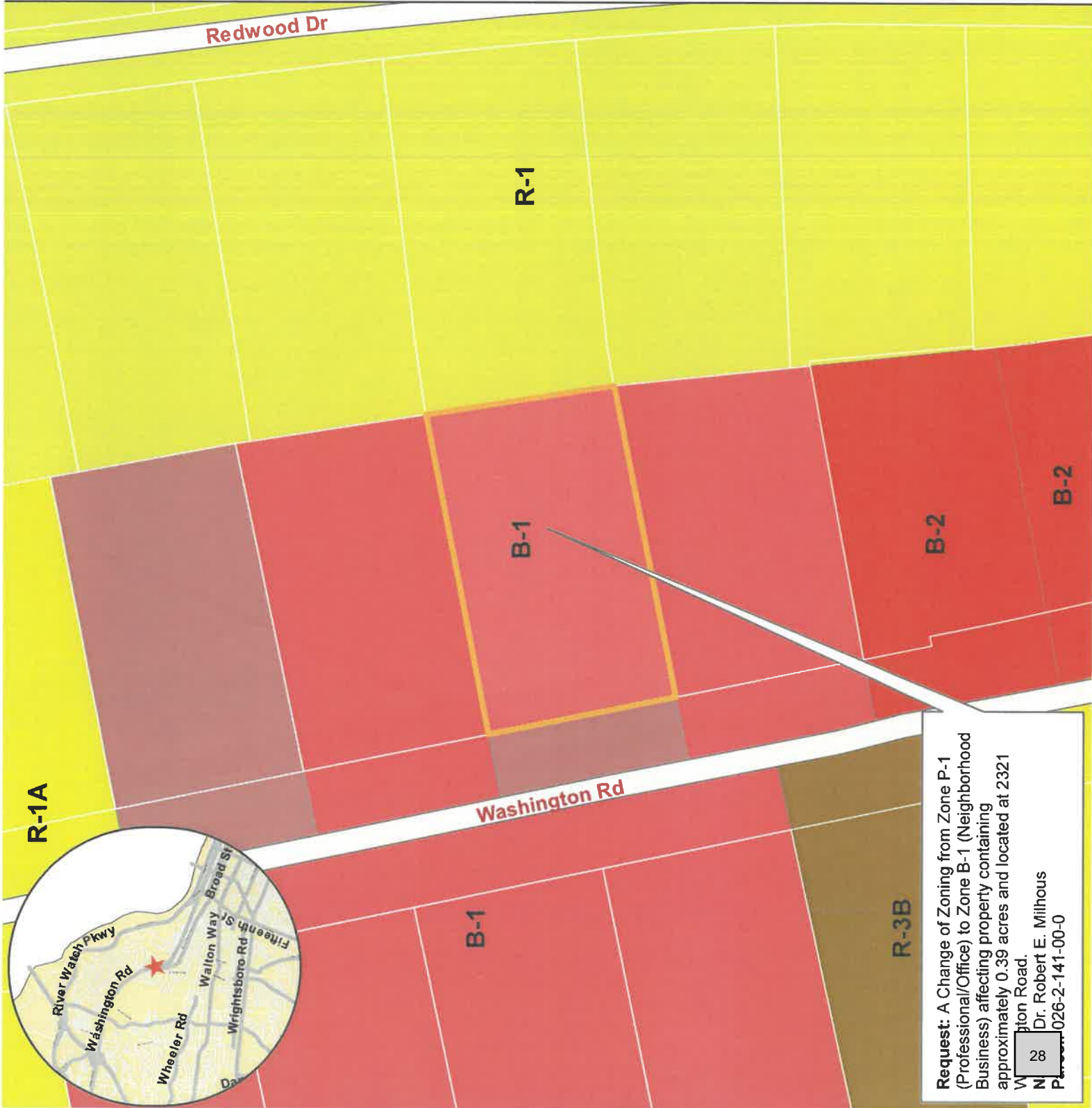
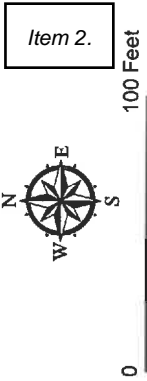
 R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

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Request: A Change of Zoning from Zone P-1 (Professional/Office) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.39 acres and located at 2321 Washington Road.
Dr. Robert E. Milhous
P 026-2-141-00-0



Commission Meeting

October 17, 2023

Item Name: Z-23-41

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-41 – A request for concurrence with the Augusta Planning Commission to DENY a petition by Johnathan Thomas on behalf of Demure Properties, LLC of requesting a rezoning from zone R-1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard. Tax Map 072-2-037-00-0. DISTRICT 2
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-41

Hearing Date: Monday, October 2, 2023

Applicant: Johnathan Thomas

Property Owner: Denure Properties, LLC

Address of Property: 2005 Grand Boulevard, Augusta, GA 30901

Tax Parcel #: 072-2-037-00-0

Present Zoning: R-1B (One-family Residential)

Commission District: 2 (S. Pulliam)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from R-1B (One-family Residential) to R-2 (Two-family Residential)	Duplex	Section 15

Summary of Request:

This petition involves a 0.2-acre tract located at 2005 Grand Boulevard. The property is occupied by a 2,288 square foot residence constructed in 1896, based on Richmond County Tax Assessor's records. The home maintains an approximately 5-foot and zero-foot building line along the north and south side boundaries; it measures approximately 53 feet from Grand Boulevard and 50 feet from the rear boundary. The applicant seeks to rezone the property which will enable the home to be converted into a duplex. The plan does not include any additional improvements to the residential lot.

Comprehensive Plan Consistency:

The proposed development is located in the Turpin Hill neighborhood area which is part of the Old Augusta character area. This neighborhood was established prior to the 1940s and reflects the major characteristics of a traditional neighborhood. The older city neighborhoods have a predominance of single-family detached units on lots of similar size, residential uses separated from other uses, varied street patterns with sidewalks and limited off-street parking opportunities. The 2018 Comprehensive Plan recommends low-density, single-family development in areas

where it is already the predominant land use. The applicant's proposal is incompatible with the surrounding development patterns in the area.

Findings:

1. R-2 zoning is necessary to convert the existing single-family residence into a duplex. There are no plans for any additional improvements to the property.
2. The predominate land use is single-family detached residences and zoning pattern consists of R-1A (One-family Residential) and R-1B (One-family Residential).
3. The site is connected to public water and sewer.
4. Grand Boulevard is identified as a local or minor road on the Georgia Department of Transportation (GDOT) Function Classification map.
5. Sidewalks are present on both sides of the street near the subject property.
6. The nearest transit bus stop measures approximately 0.18 miles from the subject property.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
8. The site is not located within any wetlands.
9. At 0.2 acres, the subject property exceeds the minimum lot size requirement of 5,000 square feet (8,712 square feet), however, it does not meet the minimum lot width of 50 feet (45 feet).
10. There are isolated instances of two-family residential development in the surrounding area.
11. This proposed zoning action is inconsistent with the 2018 Comprehensive Plan.
12. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: This rezoning action to convert an existing home into a duplex is incompatible with surrounding development patterns and inconsistent with the 2018 Comprehensive Plan. The property does not meet the minimum requirements for R-2 zoning. The Planning Commission recommends **Denial** of the zoning request.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

LETTER OF INTENT

ATTN:

To whom it may concern

From:

Jonathan Thomas

3032 Stallion Ridge

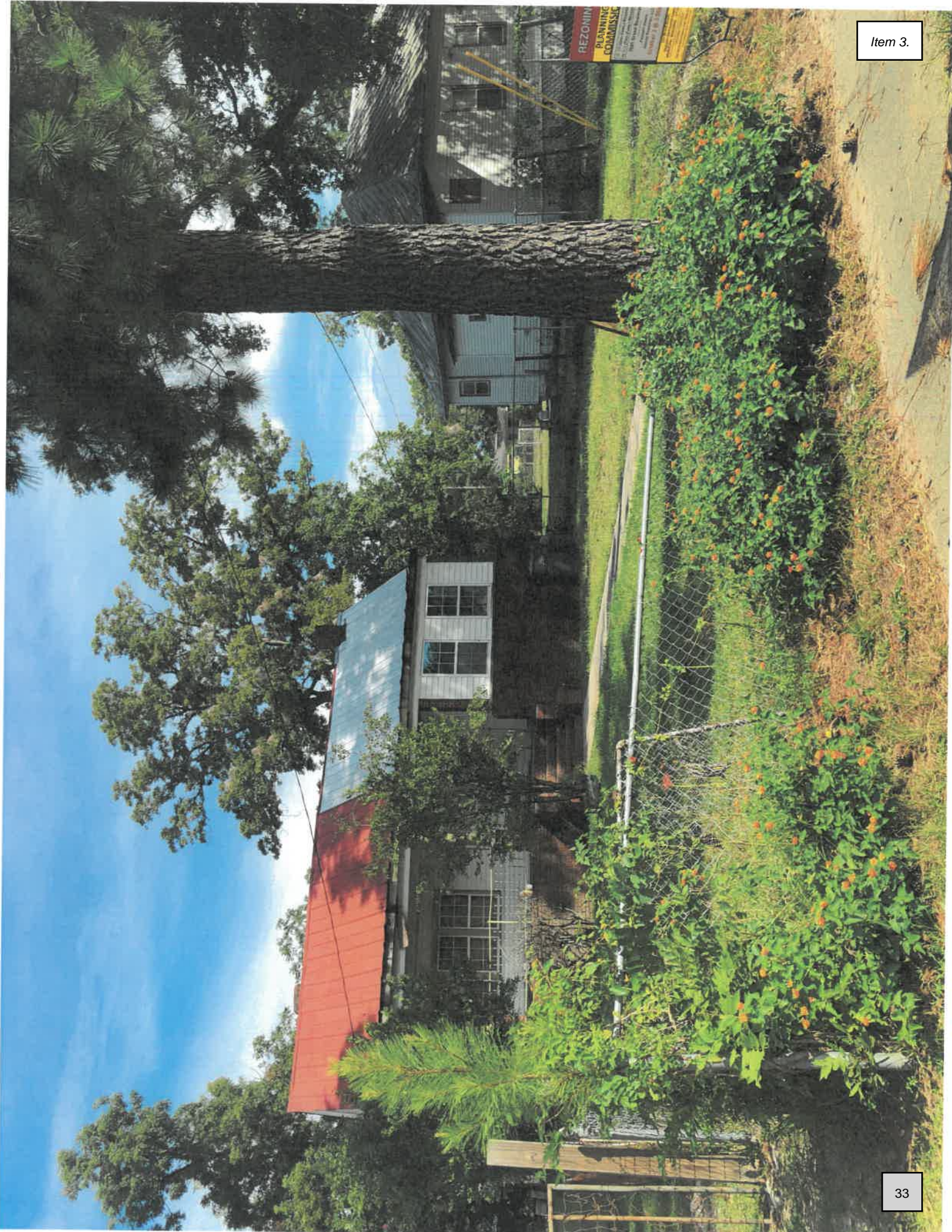
Graniteville, SC, 29829

Greetings,

This letter is to express the intent of rezoning property 2005 Grand Blvd., Augusta, GA, 30901 from R-1B to R-2'.

Sincerely,


Jonathan Thomas



Planning Commission
Z-23-41
October 2, 2023
2005 Grand Blvd.

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

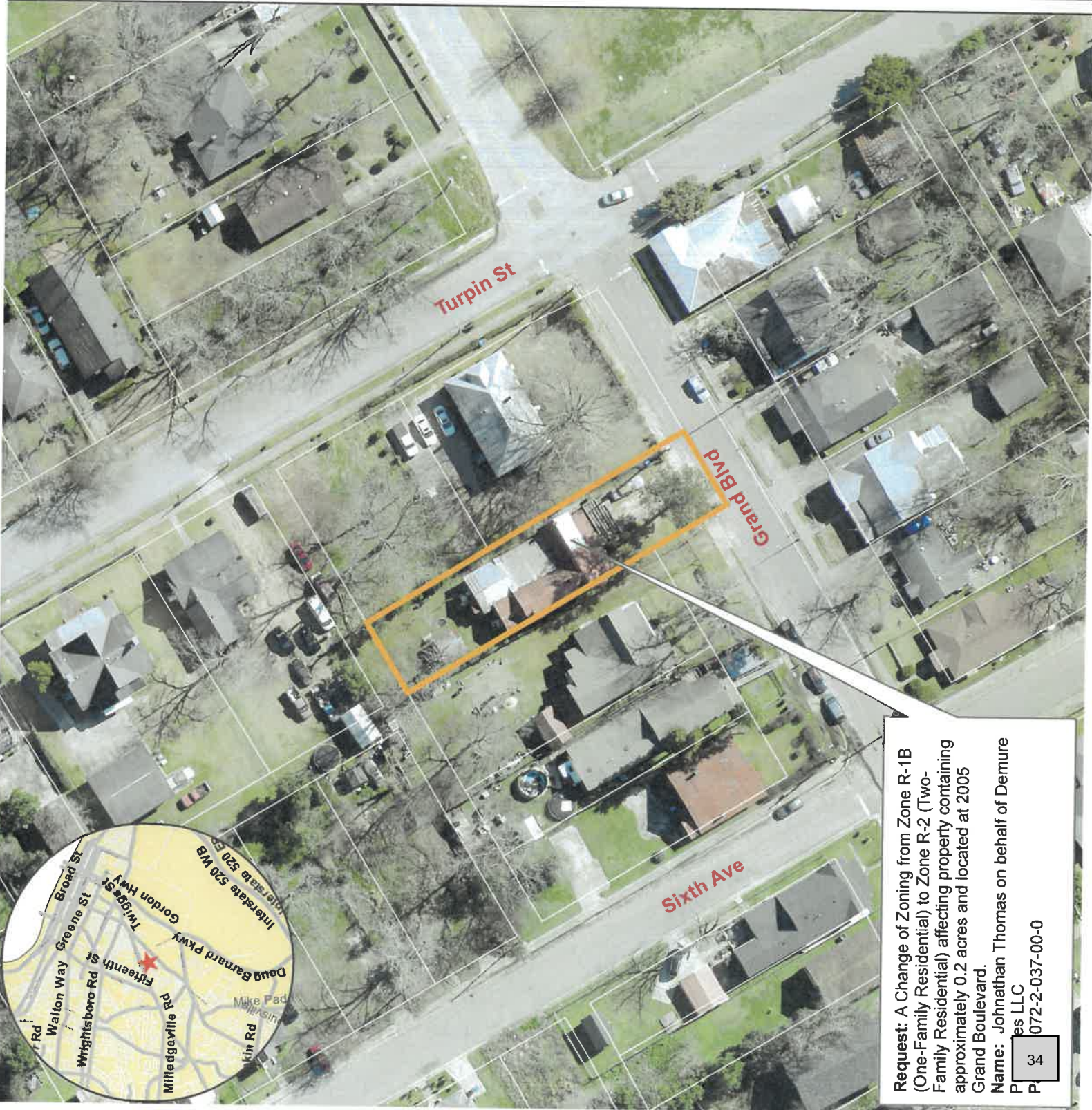
Augusta, GA Disclaimer

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Item 3.



0 100 Feet




Request: A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.

Name: Johnathan Thomas on behalf of Demure Properties LLC
P 072-2-037-00-0

Planning Commission
Z-23-41
October 2, 2023
2005 Grand Blvd.
Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-1B: One Family Residential

 R-3B: Multiple-Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
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9/12/2023 MH18072

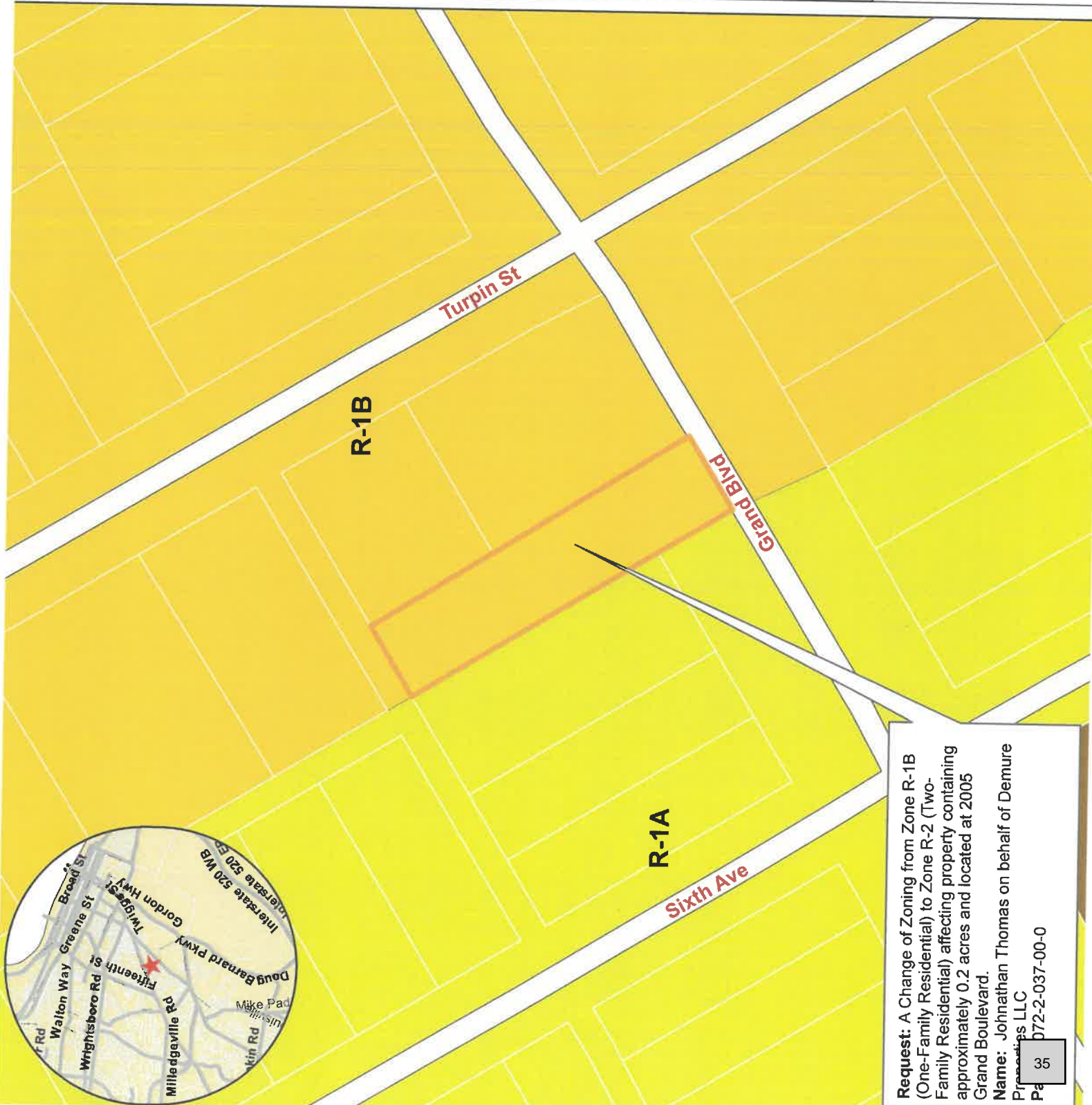
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Item 3.



0 100 Feet

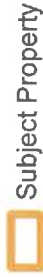


Request: A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.





Name: Johnathan Thomas on behalf of Demure Properties LLC
P# 072-2-037-00-0

Planning Commission
Z-23-41
October 2, 2023
2005 Grand Blvd.
Future Zoning

Legend



Zoning Classification

-  R-1A: One Family Residential
-  R-1B: One Family Residential
-  R-3B: Multiple-Family Residential
-  R-2: Two-Family Residential

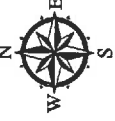


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 Planning & Development Department
 535 Teifair Street Suite 300
 Augusta, GA 30901
 9/12/2023 MH18072

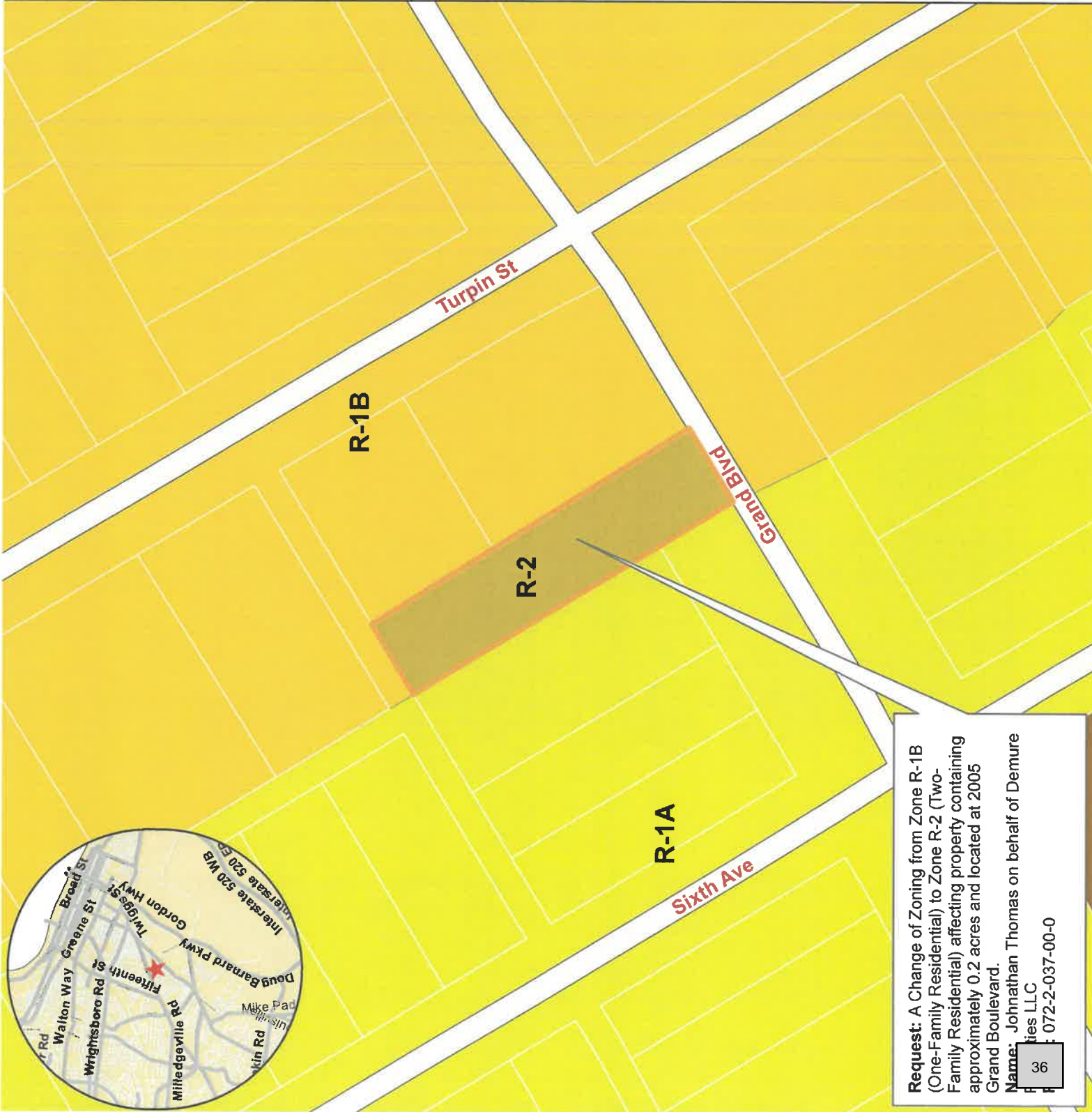
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Item 3.



0 100 Feet



Request: A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.

Name: Johnathan Thomas on behalf of Demure Properties LLC

Phone: 707-2-037-00-0



Commission Meeting

October 17, 2023

Item Name: Z-23-42

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-42 – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Hillpointe, LLC on behalf of Christina Jaechoon Park requesting to remove condition 4 of R-3B zoning adopted with rezoning application Z-22-43, which requires obtainment of an ingress/egress easement from the adjacent property (at 210 Reservation Way) for emergency access point prior to submittal of a site plan, affecting property containing approximately 35.11 acres located at 266 Reservation Way. Tax Map #068-0-010-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. All other conditions from the original rezoning application, Z-22-43, are to remain in effect. 2. Approval to remove the condition in this request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 3. All buildings for the proposed apartment complex shall be protected by an automatic fire sprinkler system as stated by the Fire Chief Beasley. 4. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-42

Hearing Date: Monday, October 2, 2023

Applicant: Hillpointe, LLC

Property Owner: Christina Jaechoon Park

Address of Property: 266 Reservation Way, Augusta, Georgia 30909

Tax Parcel #: 068-0-010-00-0

Present Zoning: R3-C (Multiple-family Residential) with conditions, Z-22-43

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: No

Request	Proposed Use/Activity	Applicable Comprehensive Zoning Ordinance Section
Amend Conditions from Z-22-43 by Removing Condition No. 4	Multi-family Apartment Complex	Section 18

Summary of Request:

This petition involves property that was rezoned from B-2 (General Business) to R3-C (Multiple-family Residential) with conditions in December of 2022 (Z-22-43). In reviewing the initial rezoning application last year there was an issue concerning the number of access points proposed by the apartment complex development. At the time, a solution that was agreeable with the Fire Department was for the developer to obtain an ingress/egress access easement from the property to the west through that property's parking lot area. The specific condition from the rezoning request is stated below:

The proposed development shall obtain an ingress/egress easement agreement for the proposed emergency access point with the property owner of the adjacent hotel prior to submittal for site plan approval and obtain ingress and egress approval from the Fire Department through the site plan approval process.

The applicant's submitted letter of intent with this petition states that they were working with the adjacent property owner to obtain that easement when it was put on hold because they were in the process of trying to sell the property. The potential new owners were working with the applicant

to execute this easement. However, during this time the applicant has been working with the Fire Department to develop an alternative plan in an effort not to have to execute the ingress/egress access easement agreement with the adjacent current property owner or the potential new owner. The applicant and the Fire Department have resolved this issue; therefore, the applicant is petitioning to amend the rezoning conditions of Z-22-43 placed on the property for the apartment complex by removing the specific condition referenced above.

Findings:

1. The property has access to public potable water and public sanitary sewer systems, inside the right-of-way of Reservation Way.
2. Reservation Way is identified as a local road on the GDOT Functional Classification Map, 2017. The subject property is adjacent to Gordon Highway and Interstate 520 and the proposed development will not be allowed access to these major highways. There are no public transit routes or transit stops located within a half a mile of the properties.
3. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties contain Zone AE of the Special Flood Hazard Area with a 1% annual chance of flooding comprising approximately ten (10) percent of the site. The property also contains Zone X of the Special Flood Hazard Area with a 0.02% annual chance of flooding comprising approximately one (1) percent of the properties.
4. According to the Augusta-Richmond County GIS Wetlands Layer the properties contain jurisdictional wetlands in conjunction with Special Flood Hazard Area and are categorized as Freshwater Forested/Shrub Wetlands comprising approximately twelve (12) percent of the property.
5. Both the Special Flood Hazard Area and wetlands bisect the properties rendering the northeast corner of the subject property inaccessible without bridging the existing creek. No development is proposed in the northeast corner, the Special Flood Hazard Area, or the wetlands according to the revised conceptual site plan submitted.
6. The property will be required to comply with all the requirements of the Augusta Flood Damage Prevention Ordinance.
7. Just recently, the property adjacent to the west, being the property where the easement is required was rezoned to R-3C (Multiple-family Residential). The remaining parcels that surround the subject properties are all zoned LI (Light Industrial). The existing land uses in the area are primarily hotels and highway-related commercial establishments with a mix of industrial uses.
8. Proposed amenities include a clubhouse, management office, free-standing fitness center, swimming pool, garages, an outdoor recreation area, 1 mail kiosk, 2 trash compactor areas, and an area slated as "area for amenity expansion".
9. The site plan submitted with this application dated July 4, 2023, shows improvements within the existing right-of-way of Reservation Way at the proposed west entrance approximately 130 feet from the main entrance of the terminus of Reservation Way to the east.

10. An email from Chief Beasley sent to the applicant dated July 25, 2023, states that “the 45’ clearance through the area of concern [on Reservation Way] along with, all buildings on the property being protected by automatic fire sprinkler system will be acceptable”.
11. Traffic Engineering has reviewed the proposed work within the right-of-way of Reservation Way and have no issues with the proposed compromise.
12. A Traffic Study has been submitted as required by the conditions of the approval for rezoning application Z-2-43 for the purposes of determining any road improvements required for site plan approval.
13. The applicant has combined the original three properties into one as required by the conditions of the approval of rezoning application Z-22-43.
14. Augusta Commission approval letter dated January 24, 2023, which contains all the conditions is included in the agenda packet.
15. The applicant did consent to the condition requesting to be removed in this application at the time of Planning Commission’s recommended approval of Z-22-34 last year.
16. At the time of completion of this report, staff has not received any inquiries concerning this rezoning application.

Recommendation: The Planning Commission recommends **APPROVAL** for the removal of Condition No.4 from the previously approved rezoning Z-22-43 for the property with the following conditions:

1. All other conditions from the original rezoning application, Z-22-43 are to remain in effect.
2. Approval to remove the condition in this request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
3. All buildings for the proposed apartment complex shall be protected by an automatic fire sprinkler system as stated by the Fire Chief Beasley.
4. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



August 28, 2023

**Augusta Department of Planning and Development
Planning Division
535 Telfair Street, Suite 300
Augusta, GA 30901**

Planning Commission Members,

Carter Engineering Consultants, LLC – based in Bogart, Georgia – is pleased to be working with Hillpointe, LLC – based in Winter Park, Florida and Athens, Georgia – as it proposes to develop a multifamily project located at 266 Reservation Way. Last year, the Commission approved Hillpointe's request to rezone this property to R-3B.

We are simply seeking the removal of one of the conditions on the rezone approval from last year. It is condition #4 that states: "The proposed development shall obtain an egress/egress easement agreement for the proposed emergency access point with the property owner of the adjacent hotel prior to submittal for site plan approval and obtain ingress and egress approval from the Fire Department through the site plan approval process." Unfortunately, the adjacent property owner pulled out of an agreement with Hillpointe at the last moment and is now looking to sell the adjacent property. We are hopeful of finding a pathway with the buyer, but we believe it is best to simply remove this condition from the rezone to move our project forward as it is no longer necessary.

In working with the Fire Marshal, we have found a plan that would address any concerns regarding fire access to the proposed development without the need for an easement from the adjacent property. Instead of an easement, we were able to devise a plan to widen the road leading into the development to ensure access in case of an emergency. Per a note from Chief Beasley on July 25, 2023: "The 45' of clearance through the area of concern along with, all buildings on the property being protected by an automatic fire sprinkler system will be acceptable." We have also included an exhibit showing this new fire access plan – as well as a copy of Chief Beasley's support.

We sincerely appreciate the Commission's service to the Augusta community, and we appreciate the opportunity to bring this request before you. If, during your review, you find you have any questions that we may not have answered in this application, please feel free to reach me at any time via email at jeff@carterengineering.com or by phone at 770-725-1200. We look forward to continuing to work with you on our proposed project.

Sincerely,

**Jeff Carter, P.E.
President, Carter Engineering Consultants**

1010 Commerce Drive ▪ Bogart, GA 30622 ▪ (770) 725-1200 ▪ CarterEngineering.com



PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

January 24, 2023

Hillpointe, LLC
101 S. New York Ave, Suite 211
Winter Park, FL 32789

Greetings,

At its meeting on Tuesday, January 3, 2023, the Augusta Georgia Commission considered the following petition:

Z-22-43 – A petition by Hillpointe, LLC on behalf of Park Christina Jaechoon – requesting a Rezoning from Zone B-2 (General Business) to Zone R-3B (Multiple-family Residential) affecting property containing approximately 44.55 acres located at 232, 236 and 266 Reservation Way. Tax Map #068-0-010-03-0, 068-0-126-00-0 and 068-0-010-00-0.

The Augusta Commission approved the petition with the following condition(s):

1. The three (3) parcels shall be combined with the plat being recorded in the Superior Clerk of Courts Office prior to the submittal for site plan approval.
2. The proposed apartment complex shall substantially comply with the revised concept site plan dated November 21, 2022, to consist of a total of 480 residential dwelling units and the proposed buildings shall be limited to no more than 3 stories in height.
3. A Traffic Study shall be submitted to the Traffic Engineer prior to submittal for site plan approval. The development shall comply with all requirements of the Augusta Transportation Engineer through the site plan review process.
4. The proposed development shall obtain an egress/egress easement agreement for the proposed emergency access point with the property owner of the adjacent hotel prior to submittal for site plan approval and obtain ingress and egress approval from the Fire Department through the site plan approval process.
5. No disturbance whatsoever may take place within 25 feet of the AE Zone of the Special Flood Hazard Area (SFHA), or the existing jurisdictional wetlands, on the properties. Should encroachment into the jurisdictional wetlands occur, the developer shall be required to obtain the proper permitting from the U.S. Army Corps of Engineers.
6. The amenity indicated on the revised conceptual site plan submitted with the application (clubhouse, management office, free-standing fitness center, swimming pool, garages, outdoor recreation area, mail kiosk, 2 trash compactor areas, and an area slated as "area for amenity expansion") must be installed prior to 300 dwelling units being issued Certificates of Occupancy.

**PLANNING & DEVELOPMENT DEPARTMENT**535 Telfair Street • Suite 300
Augusta, Georgia 309011803 Marvin Griffin Road
Augusta, Georgia 30906

7. Approval of this rezoning request does not constitute approval of the revised conceptual site plan dated November 16, 2022, submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
8. The development shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia at the time of development, including but not limited to, the Augusta Tree Ordinance and the Flood Damage Prevention Ordinance.

Enclosed is an ordinance verifying this change and a zoning restriction agreement. The zoning restriction agreement must be properly signed and returned to our office for recording.

Until the agreement is received and recorded, the zoning does not become official. This decision is final.

Sincerely,

A handwritten signature in cursive script that reads "A Schmidt for Carla Delaney".

Carla Delaney

Planning & Development Director





Corporate Office:
101 South New York Avenue, Unit 211
Winter Park, FL 32789
PH: (407) 752-9004

Operations:
8830 Mecon Highway
Building 300
Alhambra, GA 30606
PH: (407) 752-6004

Information: www.hillpointe.com

24-HOUR CONTACT:
 Marcus Wiedower
 P: (708) 254-3251
 Email: mwiedower@hillpointe.com

PROJECT:

RESERVATION
WAY

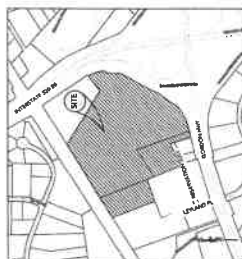
PARCEL ID 088-0-010-00-0
266 RESERVATION WAY
AUGUSTA, GA

SHEET TITLE:

MASTER SITE PLAN

DRAWING SCALES:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

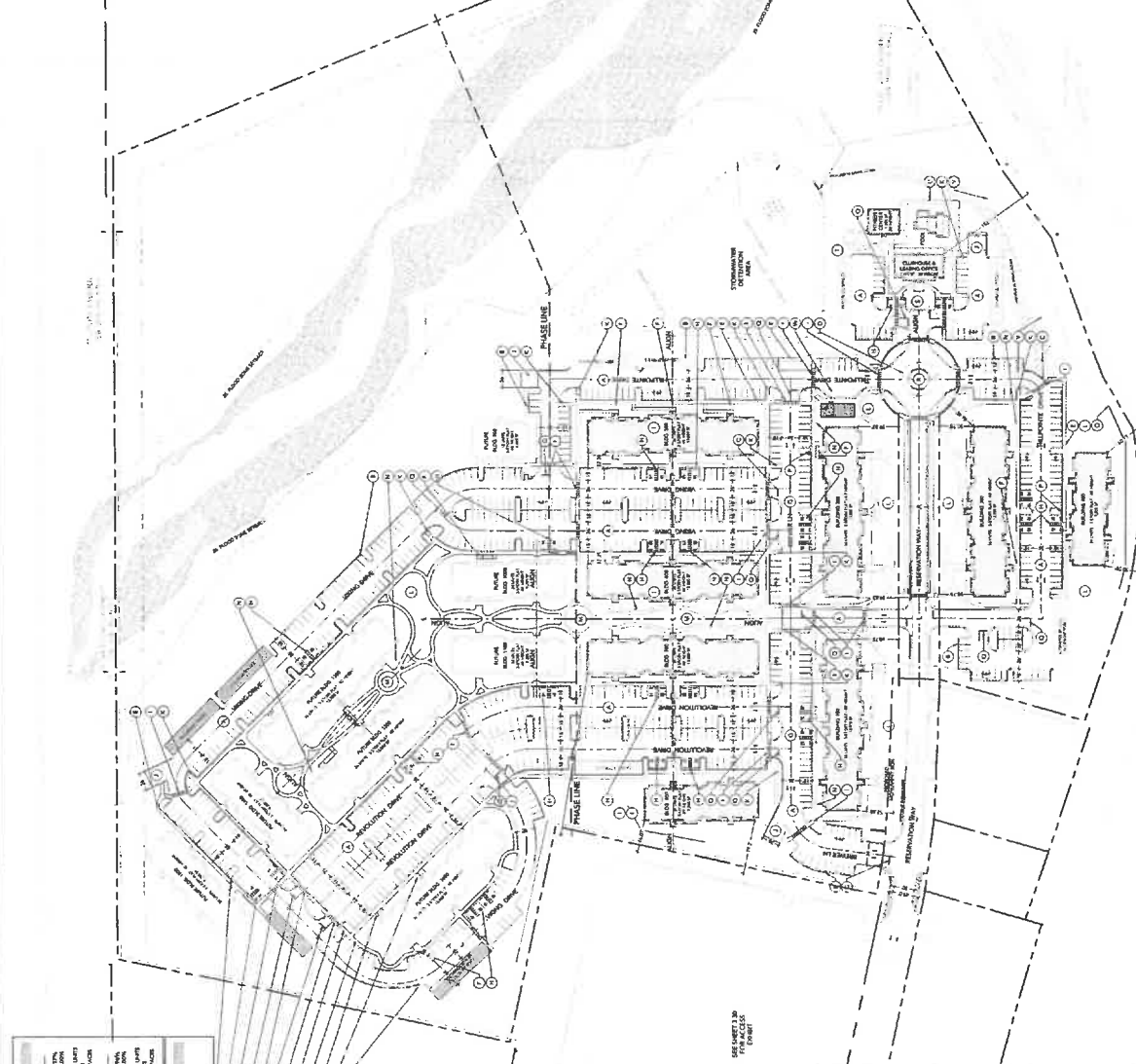
DRAWING DATE:	07/06/23
SHEET REVISIONS	

[illegible]

LOCATION MAP
SCALE: N.T.S.

[illegible]

GEORGIA811
Utilities Protection Center, Inc.
Know what's below
Call before you dig

[illegible]

- [illegible]

From: Lerone Beasley <lkbeasley@augustaga.gov>
Sent: Tuesday, July 25, 2023 10:26 AM
To: Jeff Carter
Subject: RE: [EXTERNAL] RE: Reservation Way

Mr. Carter,

The 45' of clearance through the area of concern along with, all buildings on the property being protected by an automatic fire sprinkler system will be acceptable.

From: Jeff Carter <jeff@carterengineering.com>
Sent: Tuesday, July 25, 2023 10:01 AM
To: Lerone Beasley <lkbeasley@augustaga.gov>
Subject: [EXTERNAL] RE: Reservation Way

Chief,

Thanks for your time on the phone yesterday. Will you please reply letting me know the attached exhibit is acceptable to the Fire Department? My client needs to close on the property, and they would like confirmation of our telephone conversation. Thanks for your help.

Sincerely,



Jeff Carter, P.E.
President
Carter Engineering Consultants

✉ jeff@carterengineering.net

📞 (770) 725-1200

📠 (706) 255-3766

📍 3651 Mars Hill Rd., Ste. 2000, Watkinsville, GA 30677

🌐 carterengineering.com



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Item 4.

Planning Commission
Z-23-42
October 2, 2023
266 Reservation Way

Aerial

Legend

 Subject Property

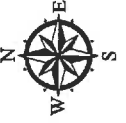


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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

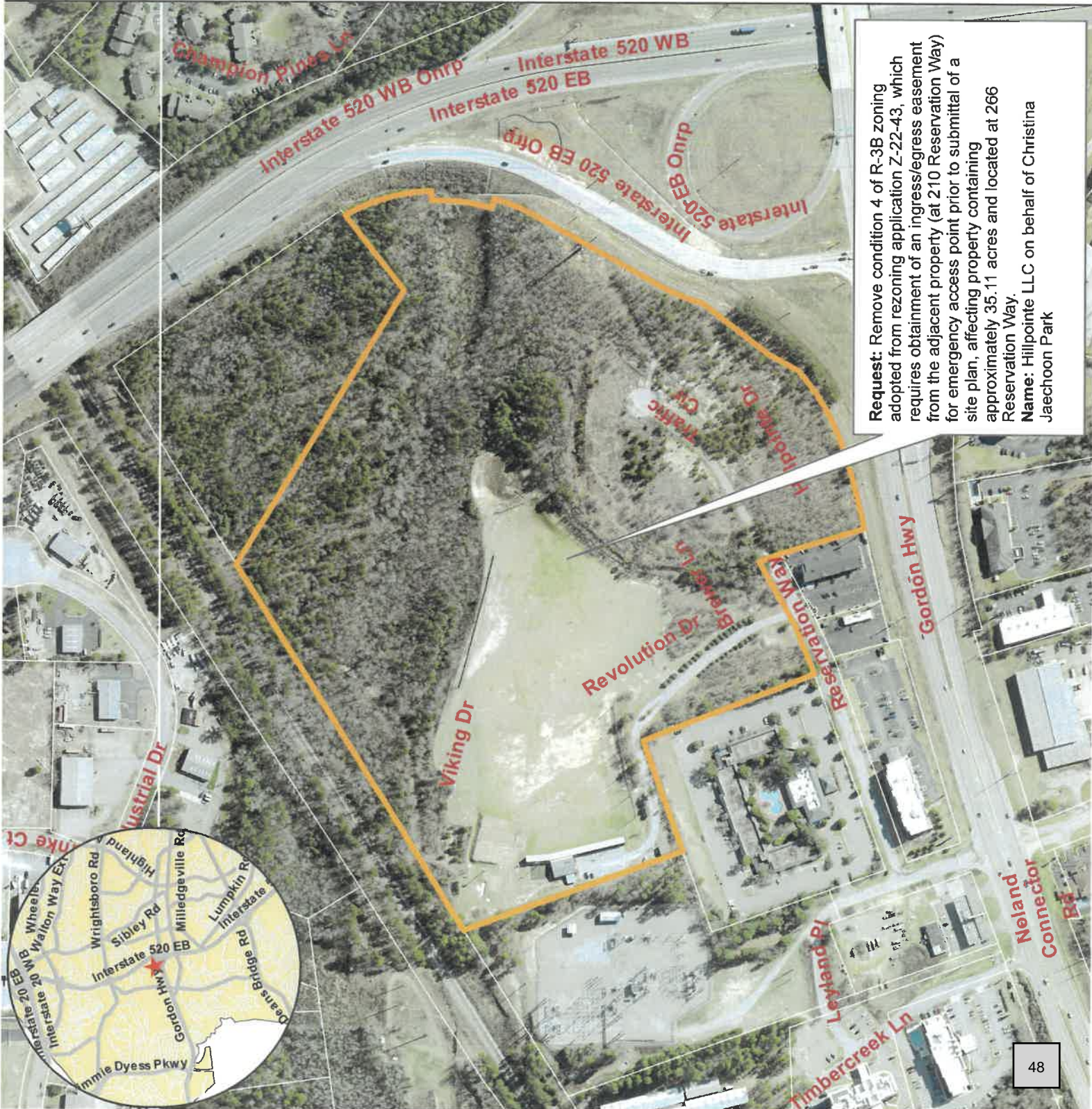
Augusta, GA Disclaimer

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Item 4.



0 400 Feet



266 Reservation Way

Current Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- B-2: General Business
- LI: Light Industry
- R-1A: One Family Residential
- R-3A: Multiple-Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential



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9/12/2023 MH18072

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Item 4.



0 400 Feet



Request: Remove condition 4 of R-3B zoning adopted from rezoning application Z-22-43, which requires obtainment of an ingress/egress easement from the adjacent property (at 210 Reservation Way) for emergency access point prior to submittal of a site plan, affecting property containing approximately 35.11 acres and located at 266 Reservation Way.
Name: Hillpointe LLC on behalf of Christina Jaechoon Park





Commission Meeting

October 17, 2023

Item Name: Z-23-43

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-43 – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by The Gordon Group, LLC requesting a rezoning from zone R-1D (One-family Residential) and R-3C (Multiple-family Residential) to zone R-1E (One-family Residential) affecting property containing approximately 30.65 acres located at 4200 Valencia Lane. Tax Map #199-0-088-00-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Development of the property shall not exceed 77 townhome units with a minimum lot width of twenty-five (25) feet. 2. There shall be a twenty-five (25) foot buffer established from the delineated wetlands and no structures shall be located within the wetlands to avoid any negative impacts to this environmentally sensitive land. 3. The developer shall obtain any necessary permits required from Army Corps of Engineers for the development of the property. 4. The townhome units shall feature a minimum of four (4) substantively distinct front façade designs, to be approved by Planning & Development staff. No adjacent units shall use identical façades. The developer shall abstain from the use of vinyl siding along front façades. 5. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning request. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to commencement of any improvements to the property. 6. This development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County Georgia, including the Flood Damage Prevention Ordinance at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-43

Hearing Date: Monday, October 2, 2023

Applicant: The Gordon Group LLC

Property Owner: Applicant

Address of Property: 4200 Valencia Lane, Augusta, Georgia 30906

Tax Parcel #: 199-0-088-00-0

Present Zoning: R-1D (One-family Residential); R-3C (Multiple-family Residential)

Commission District: 8 (Brandon Garrett) **Super District:** 10 (Wayne Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1D/R-3C to R-1E (One-family Residential)	Townhomes	Comprehensive Zoning Ordinance, Section 13

Summary of Request:

This request pertains to a 30.65-acre property in southern Richmond County, located around two-thirds of a mile down Goshen Road west from its intersection with Mike Padgett Highway. The property is adjacent to Village at Goshen, a development consisting of approximately 123 attached townhomes of varying sizes. The applicant is looking to build the next phase of this development consisting of an additional 77 units (52 two-bedroom units and 25 one-bedroom units) in attached structures of three-to-eight continuous units. To do so requires rezoning from R-1D and a portion in the middle of the property with R-3C zoning to R-1E. R-3C zoning does permit the proposed townhome expansion. However, rezoning the entire property to R-1E will remove the current split zoning and make it all consistent.

Comprehensive Plan Consistency:

The property is in the South Augusta Character Area. The 2018 Comprehensive Plan's vision for the South Augusta Character Area include the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended Development Patterns include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area.

Findings:

1. The property has access to public water and sanitary sewer.

2. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Goshen Road is considered a local road.
3. Augusta Transit does not serve the subject property.
4. In the conceptual site plan submitted with the application, the new phase connects to the current terminus of Tarragona Avenue and adding a second ingress-egress point to the development southwest of the main entrance on Goshen Road. A traffic impact worksheet was submitted with the application and is currently under review by Traffic Engineering. The traffic impact worksheet indicates that with the creation of an additional 447 automobile trips, the level of service (LOS) for Goshen Road will remain at level of service B.
5. Based on FEMA Flood Insurance Rate Maps (FIRM), a significant portion of the subject property is situated in some combination of floodplain and wetlands. Between 16 and 17 acres of the 30.65-acre property is in an AE flood zone (1% annual chance of flooding). The submitted conceptual site plan indicates that a portion of the proposed development will be located within the Shaded Zone X (0.2% annual chance of flooding).
6. According to the Augusta-Richmond County GIS Map Layer approximately 3.75 acres are freshwater forested/shrub wetlands. The submitted conceptual site plan indicates that no development will occur within the wetlands.
7. The following zones adjoin the subject property: R-1, R-1C, R-3B, and R-3C. A, B-2, and LI zones are also situated within 0.25 miles of the property.
8. There are several zoning actions at and in proximity to the subject property. Z-15-45 rezoned the property from an R-1/R-3C split to R-1D; Z-16-19 rezoned a portion of the property from R-1D back to R-3C. Z-17-15 rezoned land within prior phases of Village at Goshen, also from R-1D back to R-3C.
9. Unable to determine the proposed width of the lots from the submitted conceptual site plan.
10. Site topography is mostly flat, ranging approximately from 140 to 150 feet above sea level.
11. The proposed rezoning for the addition residential development is consistent with Comprehensive Plan as it would be an extension of current housing development at similar density.
12. At time of writing, staff have not received feedback from citizens pertaining to this rezoning request.

Recommendation: The Planning Commission recommends Approval to rezone the property to R-1E, contingent upon the following conditions:

1. Development of the property shall not exceed 77 townhome units with a minimum lot width of twenty-five (25) feet.
2. There shall be a twenty-five (25) foot buffer established from the delineated wetlands and no structures shall be located within the wetlands to avoid any negative impacts to this environmentally sensitive land.
3. The developer shall obtain any necessary permits required from Army Corps of Engineers for the development of the property.

4. The townhome units shall feature a minimum of four (4) substantively distinct front façade designs, to be approved by Planning & Development staff. No adjacent units shall use identical façades. The developer shall abstain from the use of vinyl siding along front façades.
5. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning request. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to commencement of any improvements to the property.
6. This development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County Georgia, including the Flood Damage Prevention Ordinance at the time of development.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



August 7, 2023

City of Augusta
535 Telfair Street
Augusta, GA 30901

RE: Letter of Intent Rezoning Application for The Villages at Goshen Parcel 199-0-088-00-0

We are representing the client that wants to apply for a change in zoning to allow for additional townhomes on a partially developed residential development. We are currently working with the owner that is interested in developing the property.

We are of the understanding that in order for the applicant to place townhomes in the currently zoned properties need to be rezoned from R-1D to R-1E. Additional information regarding the specifics of the application is given as an attachment to the application.

Should you have any questions, please contact me at jmsmith@jmsmithengineering.com.

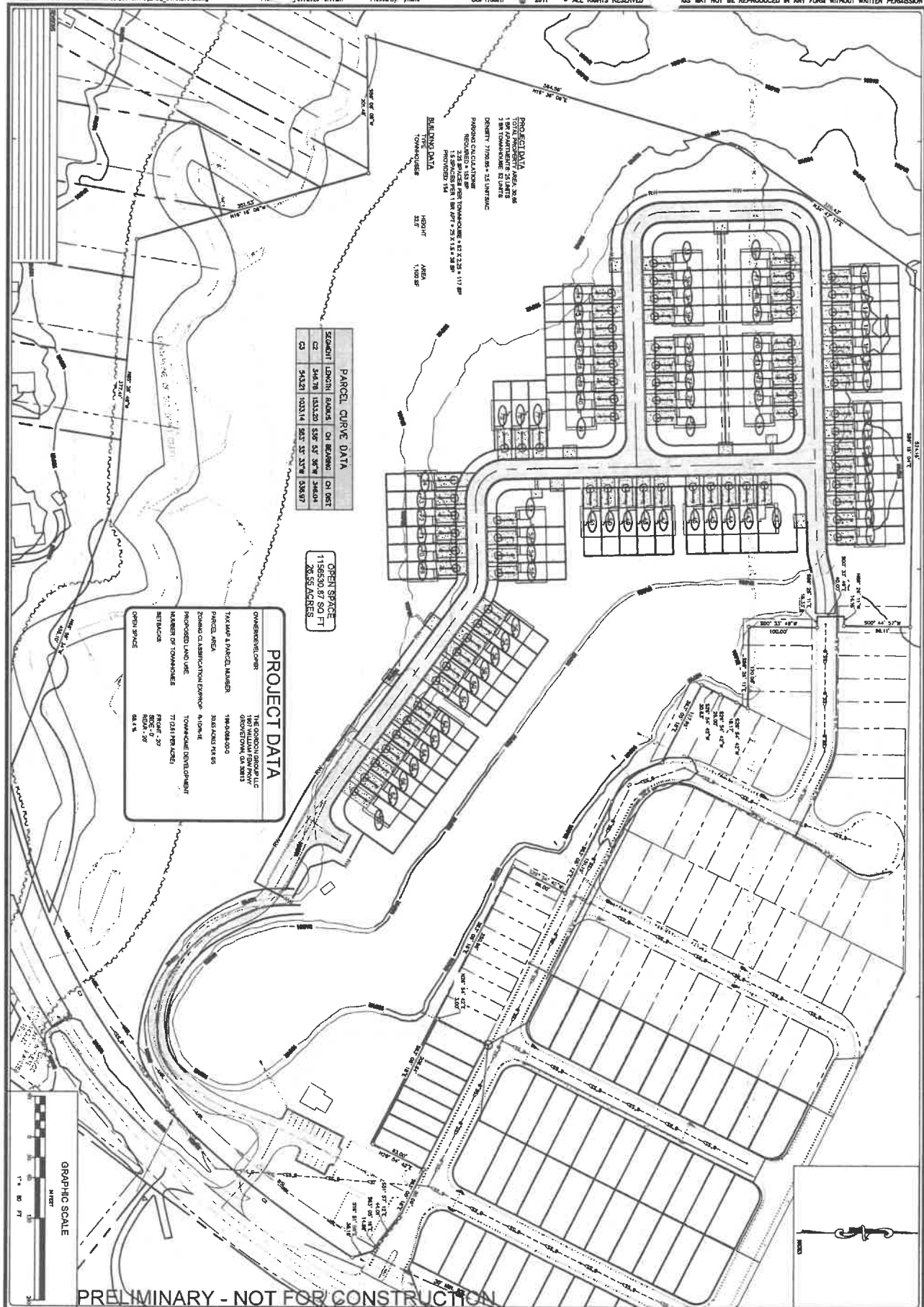
Sincerely,

A handwritten signature in black ink, appearing to read 'Jason M. Smith', written in a cursive style.

Jason M. Smith, P.E.
President



155 Clarkesville Street
Post Office Box 331
Cornelia, GA 30531
Main Line: 706-894-2331
Cell: 706-244-8180
Atlanta Area Phone: 678-267-3690
Fax: 678-267-3731
Email: jmsmith@jmsmithengineering.com



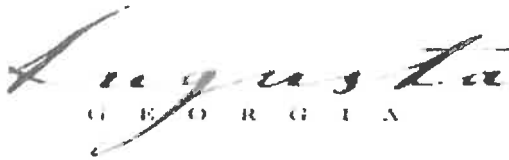
Photographs of Typical Townhomes



Figure 1 Typical Townhomes



Figure 2 Typical Townhomes



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 4200 Valencia Lane Augusta, GA 30906

Tax Parcel Number: 199-0-088-00-0

Type of Development (Circle One): Commercial or Industrial or Residential or Other

Any new public roadways? (Circle One) Yes or No

Proposed Development Less Than 20 Lots (Circle One): Yes or No; if "Yes", contact Traffic Engineering at 706-821-1850 and ask to speak to the Traffic Operations Manager or Assistant Director prior to completing worksheet.

Existing streets adjacent to property:	1) <u>Goshen Road</u>	3) <u>Valencia Lane</u>
	2) <u>Tarragona Ave</u>	4) <u></u>
Volume on each existing street (AADT):	1) <u>1870</u>	3) <u>720</u>
	2) <u>76 (calculated)</u>	4) <u></u>
Level of Service (LOS) on each street:	1) <u>B</u>	3) <u>B</u>
	2) <u>B</u>	4) <u></u>

Land Use Type / Code (ITE Trip Generation): Residential Condo-Townhouse/230

Basis for Calculation (sq ft, # units, etc.): 77 Units

Trips Generated by Proposed Development: 447

Adjusted street volumes based on trips generated:

1) <u>2317</u>	3) <u>1167</u>
2) <u>523</u>	4) <u></u>

Projected Level of Service (LOS) on each street based on trips generated:

1) <u>B</u>	3) <u>B</u>
2) <u>B</u>	4) <u></u>

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website <https://gdottrafficdata.drakewell.com/publicmultinodemap.asp> for current volume data.

***Utilize the website <https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm> for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or N

Date of Review: _____

Signature of Traffic Engineer or Designee: _____

Print Name: _____

Title: _____



Planning Commission


Z-23-43

October 2, 2023

4200 Valencia Lane

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

Augusta, GA Disclaimer

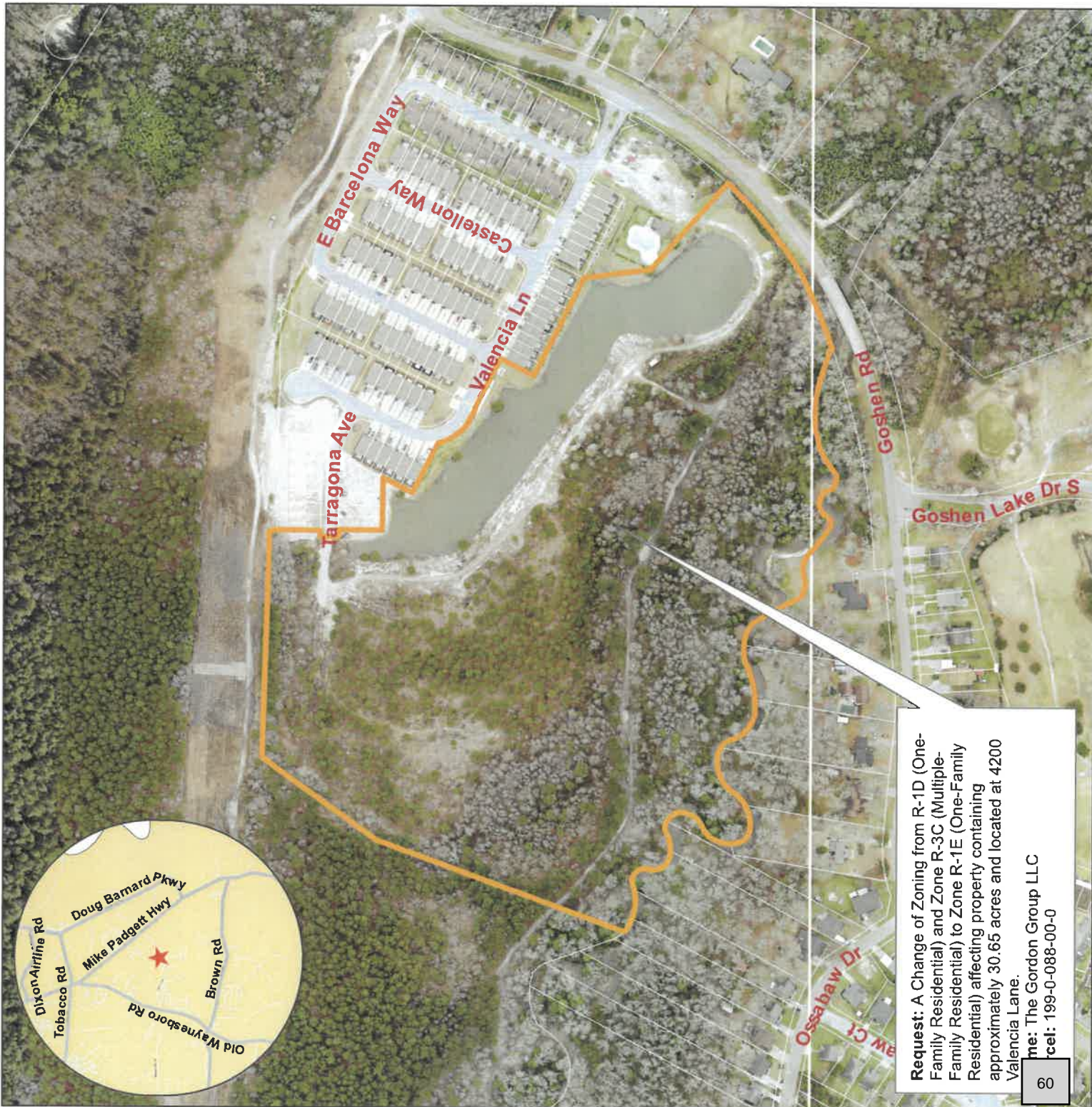
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0

400 Feet

Item 5.




Planning Commission
Z-23-43
October 2, 2023










4200 Valencia Lane

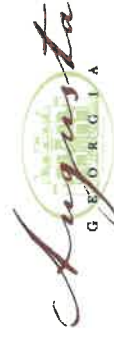
Current Zoning

Legend

 Subject Property

Zoning Classification

-  A: Agriculture
-  B-2: General Business
-  LI: Light Industry
-  R-1: One Family Residential
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-1D: One Family Residential
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential



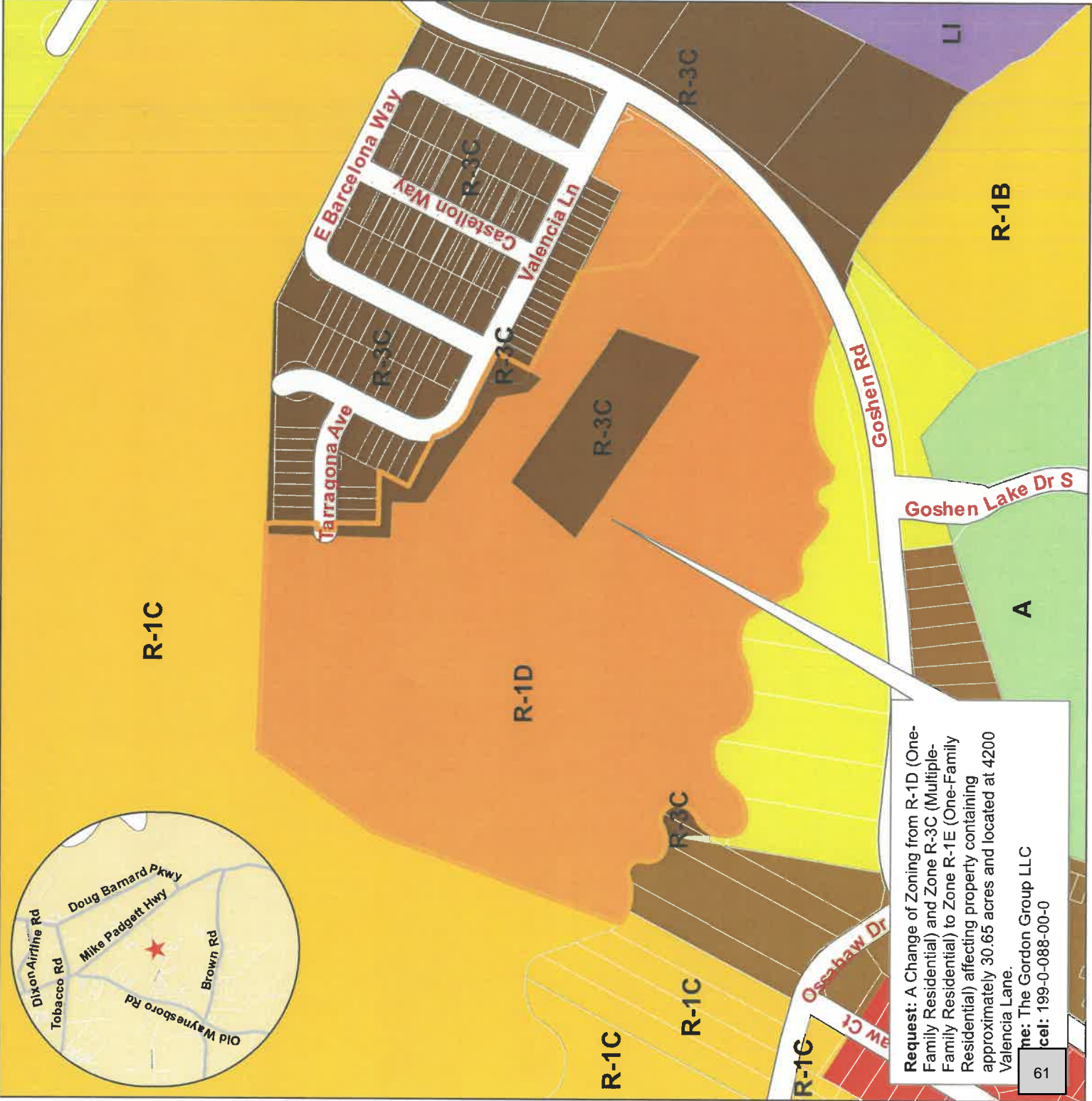
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 Planning & Development Department
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Item 5.



Request: A Change of Zoning from R-1D (One-Family Residential) and Zone R-3C (Multiple-Family Residential) to Zone R-1E (One-Family Residential) affecting property containing approximately 30.65 acres and located at 4200 Valencia Lane.
Name: The Gordon Group LLC
Phone: 199-0-088-00-0

Planning Commission
Z-23-43
October 2, 2023

4200 Valencia Lane

~~Current Zoning~~

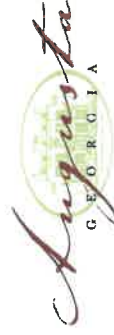
Future

Legend

Subject Property

Zoning Classification

- A: Agriculture
- B-2: General Business
- LI: Light Industry
- R-1: One Family Residential
- R-1B: One Family Residential
- R-1C: One Family Residential
- R-1D: One Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential
- R-1E: One Family Residential

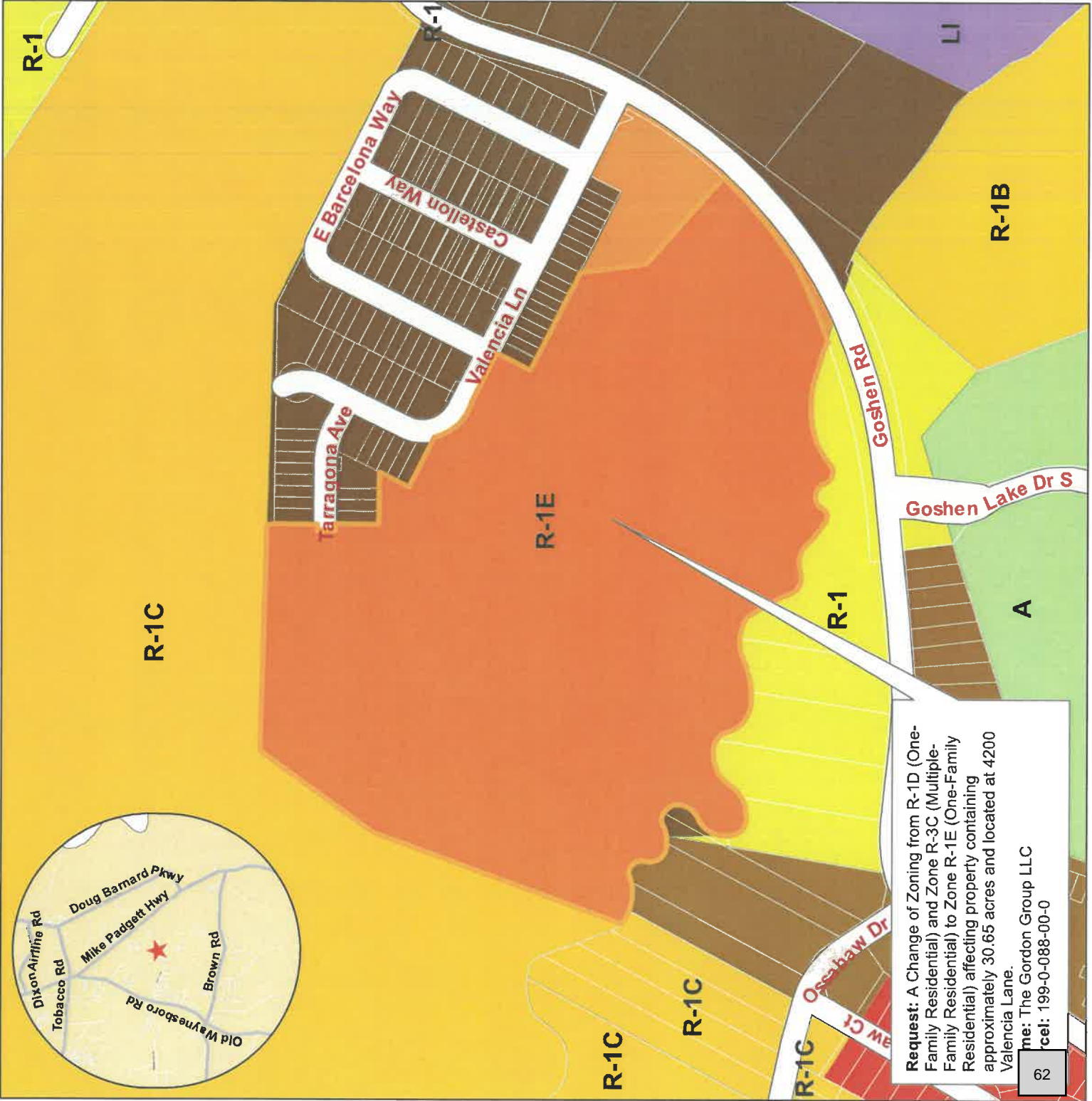


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Item 5.





Commission Meeting

October 17, 2023

Item Name: Z-23-44

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-44 – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by STP Development, LLC requesting to amend condition 14 of R-1E zoning adopted with rezoning application Z-21-39, to reduce the open space/greenspace requirement from 113 acres to 100 acres, affecting property containing approximately 173.55 acres located at 1241 and 1299A Brown Road. Tax Map #216-0-003-00-0 and 216-0-008-02-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. All remaining conditions of Z-21-39 shall remain in effect. 2. All townhomes lots shall have a minimum lot width of 24 feet. 3. Approval to amend the condition in this request does not constitute approval of the concept subdivision layout submitted with the rezoning application or submittals for Development Plan Review. 4. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 5. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-44

Hearing Date: Monday, October 2

Applicant: STP Development LLC

Property Owner: STP Development LLC

Address of Property: 1241 Brown Road & 1299 A Brown Road, Hephzibah Georgia 30815

Tax Parcel #: 216-0-003-00-0 and 216-0-008-02-0

Present Zoning: R-1E (One-family Residential) with conditions

Commission District: 8 (B. Garrett) **Super District:** 10 (W. Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Amend condition from Z-21-39	Single-family detached & attached subdivision	Comprehensive Zoning Ordinance, Section 13

Summary of Request:

This case involves two parcels with a total of approximately 173 acres located at the northwest intersection of Brown Road and Mike Padgett Highway. The undeveloped parcels are accessible from Brown Road, west of Mike Padgett Highway. The tracts were previously zoned from R-1 to R-1E in 2021 (Z-21-39) with 16 conditions. This request is to amend Condition #14 from the previous approved zoning case stated below:

113.0 acres must be preserved as greenspace /open space. Passive recreation amenities will be allowed in the greenspace /open space area.

According to the petitioner's letter of intent it was discovered during the design process for Phase 2 that revisions are required. The initial development called for 3 detention ponds. The final design now requires 5 ponds. Acreage providing the additional right-of-way for a stub-out at the northwest corner was not accounted for. The property owner has also decided to utilize a 24 ft. wide townhome product as opposed to the 20 ft. product shown on the initial concept. The applicant is requesting to reduce the greenspace /open space from 113 acres to 100 acres to allow for these changes.

Findings:

1. The original concept plan indicated 287 single-family lots with a mix of detached and attached residences.
2. A Development Plan for Phase 1 was approved in February of 2023 for the development of 97 single-family detached home lots. Future Phases included 80 single-family detached lots in Phase 2 and 110 attached townhome lots in Phase 3. A Development Plan for Phase 2 was submitted for review on August 21, 2023, for the remaining 190 lots.
3. The request to reduce the greenspace /open space from 113 acres to 100 acres will result in approximately 57 % greenspace/open space and will be over the minimum 25% required in R-1E zoning.
4. All other conditions will still apply.
5. The property has access to municipal water and sanitary sewer lines.
6. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Brown Road is identified as a minor-arterial roadway.
7. There is no public transit service near the property.
8. Portions of the property is within the Special Flood Hazard Area AE zone (1% annual chance floodplain) with Base Flood Elevations (BFE) and the property also contains jurisdictional wetlands. These flood zones and wetlands border the eastern boundary of the property, and no lots are proposed to be in either the Special Flood Hazard Area or the wetlands.
9. Army Corps of Engineers approval for this development was included in the Development Plan submittal. Proposed structures will be required to be elevated to 3 feet above Base Flood Elevation (BFE) per the requirements of the Flood Damage Prevention Ordinance.
10. Brown Road is a mixture of large lot development, vacant property, and scattered subdivisions.
11. The property is within the South Augusta character area. This part of the City of Augusta undergoing a transition. The 2018 Comprehensive Plan recommends “infill residential development at densities compatible with the surrounding area”. This proposed use aligns with the recommended development pattern.
12. Augusta Commission approval letter dated September 3, 2021, which contains all the conditions is included in the agenda packet.
13. The applicant did consent to the condition requesting to be amended in this application at the time of Planning Commission’s recommended approval of Z-21-39.
14. At the time of writing, staff have not received feedback from citizens pertaining to this request.

Recommendation: Although the proposed lots are considerably smaller than surrounding development, the proximity of the proposed subdivision to nearby existing and expanding industrial uses makes the new subdivision ideal for those wishing to live close to where they work. The proposed 24 ft. wide townhome product is preferred over the previous 20 ft. wide product by

Planning & Development staff. Greenspace /Open Space will still exceed the minimum 25% required. The Planning Commission recommends **Approval** of the request to amend condition #14 of Z-21-39 with the following conditions:

1. All remaining conditions of Z-21-39 shall remain in effect.
2. All townhomes lots shall have a minimum lot width of 24 feet.
3. Approval to amend the condition in this request does not constitute approval of the concept subdivision layout submitted with the rezoning application or submittals for Development Plan Review.
4. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
5. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

August 15, 2023

Mr. Kevin Boyd
Augusta Planning and Development Department
535 Telfair Street, Suite 300
Augusta, Georgia 30901

Re: Wood Glenn – Zoning Amendment Request
Case No.: Z-24-39 (Open Space Stipulation)
Augusta, Georgia
Our File No. 2021-0721

Dear Kevin,

We requesting to be put on the August, 2023 DRC agenda for the proposed Wood Glenn Development. We are submitting this application on behalf of the developer to request an amendment to the current zoning stipulation described in line item 14 of the attached letter (case no. Z-21-39). Following the DRC review, we would like to be placed on the next planning commission agenda for October 2, 2023.

The development is to consist of 287 single-family lots and was previously approved for rezoning to R1-E. The rezoning was approved in accordance with an initial concept completed by Bluewater Civil Design. The zoning stipulation described in line item 14 holds the developer accountable for providing 113 acres of open space which is roughly 70 acres over the minimum required by the R1-E zoning. Since the time of the rezoning, the site has been designed in full and three elements of the initial concept have changed during design that impact open space:

1. The initial concept originally called for 3 detention ponds and pond parcels were not provided as required by the Engineering Department. The final design now requires 5 ponds to be located on their own parcels.
2. The initial concept did not account for the additional right-of-way area associated with providing a road sub at the northwest corner of the property. Line item 5 of the attached zoning letter requires the developer to install this infrastructure in its entirety.
3. The homebuilder has also decided to utilize a 24' townhome product as opposed to the 20' product shown on the initial concept. These three adjustments have resulted in an increase of lot coverage and a slight decrease in open space.

We would like to request that the open space stipulation be revised to require a minimum open space area of 100 acres. This number accounts for roughly 57% of the 173.6 acre tract and is well over the 25% minimum required by the R1-E zoning.

We trust that the information provided is suitable for your review and approval. Should you have any questions concerning this matter, please do not hesitate to contact us at your convenience.

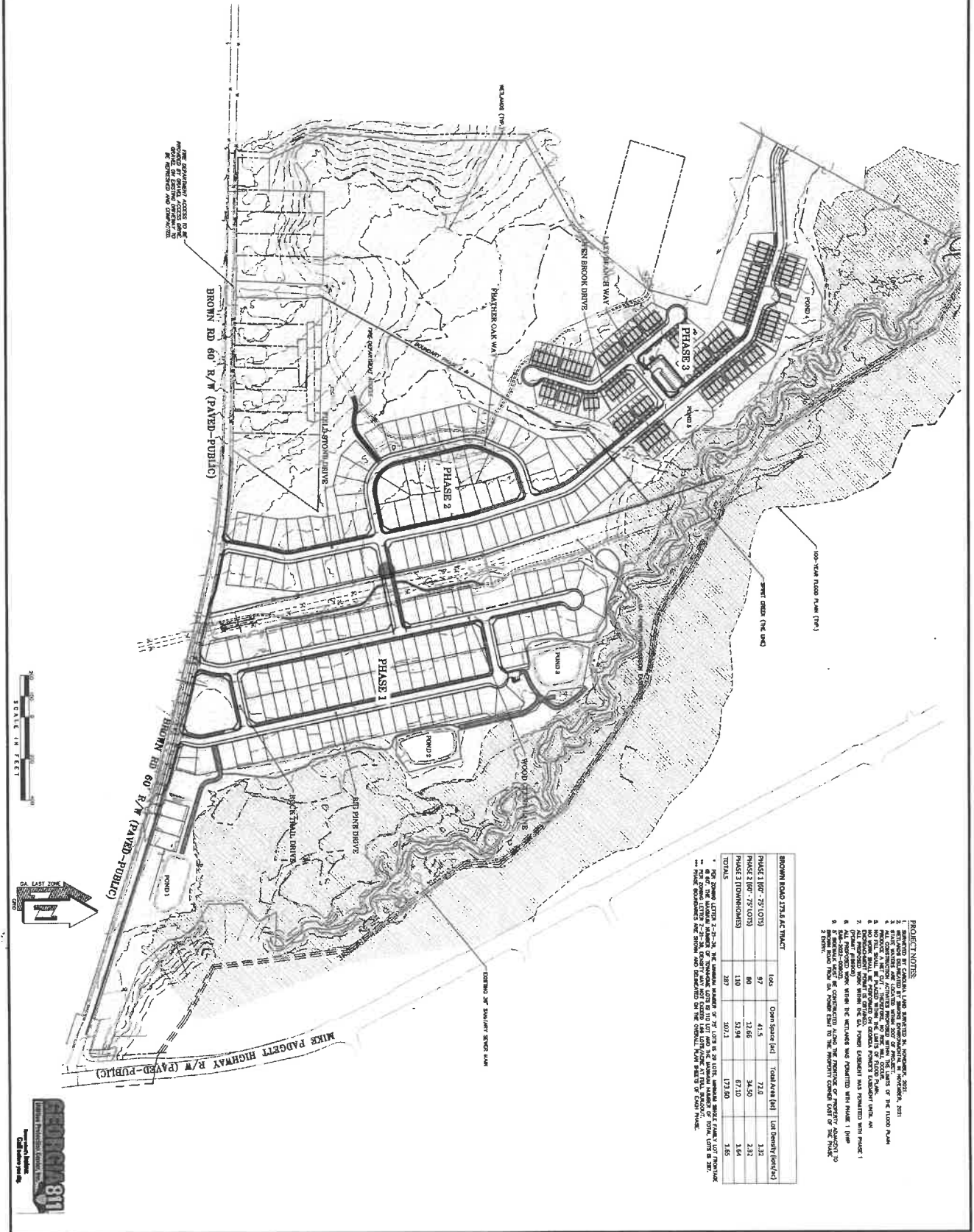
Sincerely,

CRANSTON LLC



Burt Fine

BSF/bsf
Enclosures



WOOD GLENN SUBDIVISION -
PHASES 2 & 3

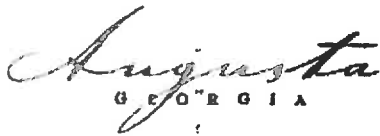
OVERALL PLAN

DATE: 8/18/2023
DRAWN BY: JPD
CHECKED BY: JPD
APPROVED BY: JPD
SCALE: 1" = 200'
JOB NO.: 2022-0243
DRAWING NO.: C-101

CRANSTON

NO. 2022
PROFESSIONAL
SEAL
JPD

DATE: 8/18/2023
DRAWN BY: JPD
CHECKED BY: JPD
APPROVED BY: JPD
SCALE: 1" = 200'
JOB NO.: 2022-0243
DRAWING NO.: C-101



PLANNING & DEVELOPMENT DEPARTMENT

535 Tellair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta Georgia 30906

September 3, 2021

H&A Development, LLC.
P.O. Box 7054
North Augusta, SC 29861

To Whom It May Concern:

At its meeting on Tuesday, August 17, 2021 the Augusta Georgia Commission considered the following petition:

Z-21-39 - A petition by H&A Development, LLC, on behalf of Eben Gray and Phan Hieu requesting a Rezoning from Zone R-1 (One-family Residential) to Zone R-1E (One-family Residential) affecting property known as 1299 A Brown Road and 1241 Brown Road for a combined 172.41 acres approximately. Tax Map 216-0-008-02-0 and Tax Map 216-0-003-00-0

It was the decision of the Commission to APPROVE the petition with the following conditions:

1. Pursuant to the Concept Plan, a maximum of 287 lots can be developed – 177 single-family residential lots and 110 townhome lots. No fewer than 29 single-family residential lots may measure 75 feet wide and no more than 148 single-family residential lots may measure 60 feet wide. Density may be no greater than 1.66 lots per acre.
2. A Traffic Impact Study will be required, as directed by the Augusta Traffic Engineer, and all resulting requirements coming out of the Traffic Study, or necessary mitigation as indicated by the Traffic Study, must be installed to the satisfaction of the Augusta Traffic Engineer.
3. Number of entrances shall remain at, and cannot be reduced from, 3 entrances, and all entrances must conform to the requirements of the Augusta Traffic Engineer.
4. Any traffic calming devices incorporated into the proposed public right-of-ways will be at the sole discretion of the Augusta Engineering Department.
5. A stub out right-of-way, to the adjacent vacant property to the northwest has been provided, with no proposed infrastructure. The developer must install roadway infrastructure, within the proposed right-of-way, on the Development Plan, to the satisfaction of the Augusta Planning and Development Director and Director of Augusta Engineering. Additionally, if the length of the cul-de-sac exceeds 700', then the proper steps will have to be taken to remedy this issue.
6. All interior roads will require a 60' right-of-way and 31 feet back-of-curb to back-of-curb and be constructed to City of Augusta standards and specifications.
7. Guest parking must be paved and must be provided throughout the entirety of the proposed subdivision. The townhome area will be required to have, at a minimum, the 39 guest

- Parking spaces being proposed on the Concept Plan. It is recommended that guest parking be provided throughout the single-family residential lots within the proposed subdivision.
- 8. Written permission from Georgia Power to develop within their gas easement will be required prior to Development Plan submittal.
- 9. The 5' wide walking path proposed along the wetlands and floodplain area, running south to north, for the entire depth of the subdivision, can be installed as each phase of the subdivision is developed, as long as both ends of the walking trail tie to a sidewalk within the street right-of-ways; however, no walking trail shall be designed to cross the Georgia Power gas easement.
- 10. A GDOT permit will be required for any work undertaken in the right-of-way of Brown Road.
- 11. Sidewalks, meeting City of Augusta and GDOT standards, to include ADA ramps at all returns, will be required along Brown Road, and sidewalks, meeting City of Augusta standards, to include ADA ramps at all returns, will be required along one side of each street internal to the subdivision.
- 12. A streetyard with large trees 45' on-center must be installed along the entire length of Brown Road, to include the 3 residential lots fronting Brown Road. Streetyard trees are to be large canopy trees - a minimum of 3" caliper, a minimum of 8' in height and unbranched to 6'.
- 13. Adherence to Augusta's Flood Damage Prevention Ordinance will be required, including the need to do a No-Rise Certification for the entire development. Additionally, all finished floors of structures to be built, will need to be 3 feet above Base Flood Elevation (BFE).
- 14. 113.0 acres must be preserved as greenspace / open space. Passive recreation amenities will be allowed in the greenspace / open space area.
- 15. The pool and amenity area, as shown on the Concept Plan, must be constructed prior to the lot count in the proposed subdivision reaching 144 lots (i.e. prior to the Final Plat being submitted for the 144th lot).
- 16. Exterior materials will consist of hardi-board, stone or brick elements. Vinyl siding will not be used.

Enclosed is an ordinance verifying this change and a zoning restriction agreement. The zoning restriction agreement must be properly signed and returned to our office for recording.

Until the agreement is received and recorded, the zoning does not become official. This decision is final.

Sincerely,

Robert Sherman
Director



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 1241 BROWN ROAD

Tax Parcel Number: 216-0-003-00-0

Type of Development (Circle One): Commercial or Industrial or Residential or Other

Any new public roadways? (Circle One): Yes or No

Proposed Development Less Than 20 Lots (Circle One): Yes or No; If "Yes", contact Traffic Engineering at 706-821-1850 and ask to speak to the Traffic Operations Manager or Assistant Director prior to completing worksheet.

Existing streets adjacent to property: 1) BROWN ROAD 3) _____
2) _____ 4) _____

Volume on each existing street (AADT): 1) 2810 (DUAL CARRIAGE) _____
2) _____ 4) _____

Level of Service (LOS) on each street: 1) LOS B (<3800) 3) _____
2) _____ 4) _____

Land Use Type / Code (ITE Trip Generation): 210 SF HOUSE, 220 LOW RISE

Basis for Calculation (sq ft, # units, etc.): 177 DETACHED HOMES, 110 TOWNHOMES

Trips Generated by Proposed Development: 2476

Adjusted street volumes based on trips generated:

1) 2810 + 2476 = 5286 3) _____
2) _____ 4) _____

Projected Level of Service (LOS) on each street based on trips generated:

1) LOS C 3) _____
2) _____ 4) _____

(3400 < 5286 < 8600)

PROVIDING DECEL
LANES AT 3 PROPOSED
ENTRIES

Augusta Engineering Department - Traffic Engineering
452 Walker St, Ste 120 - Augusta, GA 30901
(706) 821-1850 - Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website <https://gdottrafficdata.drakewell.com/publicmultinodemap.asp> for current volume data.

***Utilize the website <https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm> for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or N

Date of Review: 9/8/23

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Trip Generation Summary

Alternative: Alternative 1
Phase:
Project: 2021-0721

Open Date: 4/14/2022
Analysis Date: 4/14/2022

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		836	835	1671		33	98	131		110	65	175
	177 Dwelling Units												
220	LOW-RISE 1		403	402	805		12	39	51		39	23	62
	110 Dwelling Units												
<hr/>													
	Unadjusted Volume		1239	1237	2476		45	137	182		149	88	237
	Internal Capture Trips		0	0	0		0	0	0		0	0	0
	Pass-By Trips		0	0	0		0	0	0		0	0	0
	Volume Added to Adjacent Streets		1239	1237	2476		45	137	182		149	88	237

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition
TRIP GENERATION 10, TRAFFICWARE, LLC

Table 17. Rural two-lane highways generalized service volume table.

Speed Limit	Terrain	Truck Pct.	Level of Service—B Service Volume	Level of Service—C Service Volume	Level of Service—D Service Volume
45	Flat	0	3,600	8,700	13,900
45	Flat	2	3,500	8,700	13,900
45	Flat	4	3,500	8,700	13,900
45	Flat	6	3,500	8,700	13,900
45	Flat	8	3,400	8,600	13,900
45	Flat	10	3,400	8,600	13,900

0000245_0289 / 245-0289 / Summary

	AADT	SU AADT	CU AADT	K-Factor	D-Factor
2021	2810	-	-	0.1068	0.59
2020	2620	-	-	0.1068	0.59
2019	2900	-	-	-	-
2018	2880	-	-	-	-
2017	2900	-	-	-	-
2016	2880	-	-	0.11	-
2015	2800	-	-	0.11	-
2014	2710	-	-	0.11	-
2013	2710	-	-	0.11	-
2012	2630	-	-	-	-
2011	2680	-	-	-	-
2010	2750	-	-	-	-
2009	2770	-	-	-	-
2008	2860	-	-	-	-
2007	2930	-	-	-	-
2006	3040	-	-	-	-
2005	2560	-	-	-	-
2004	3320	-	-	-	-
2003	3170	-	-	-	-

2,110

1,550

5,130

1,820

MIKE PADGETT HWY

4,410

SITE

BROWN ROAD

17,300



Planning Commission
 Z-23-44
 October 2, 2023

1241 and 1299A Brown Road

Aerial

Legend

 Subject Property


Augusta
 GEORGIA

Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 9/12/2023 MH18072

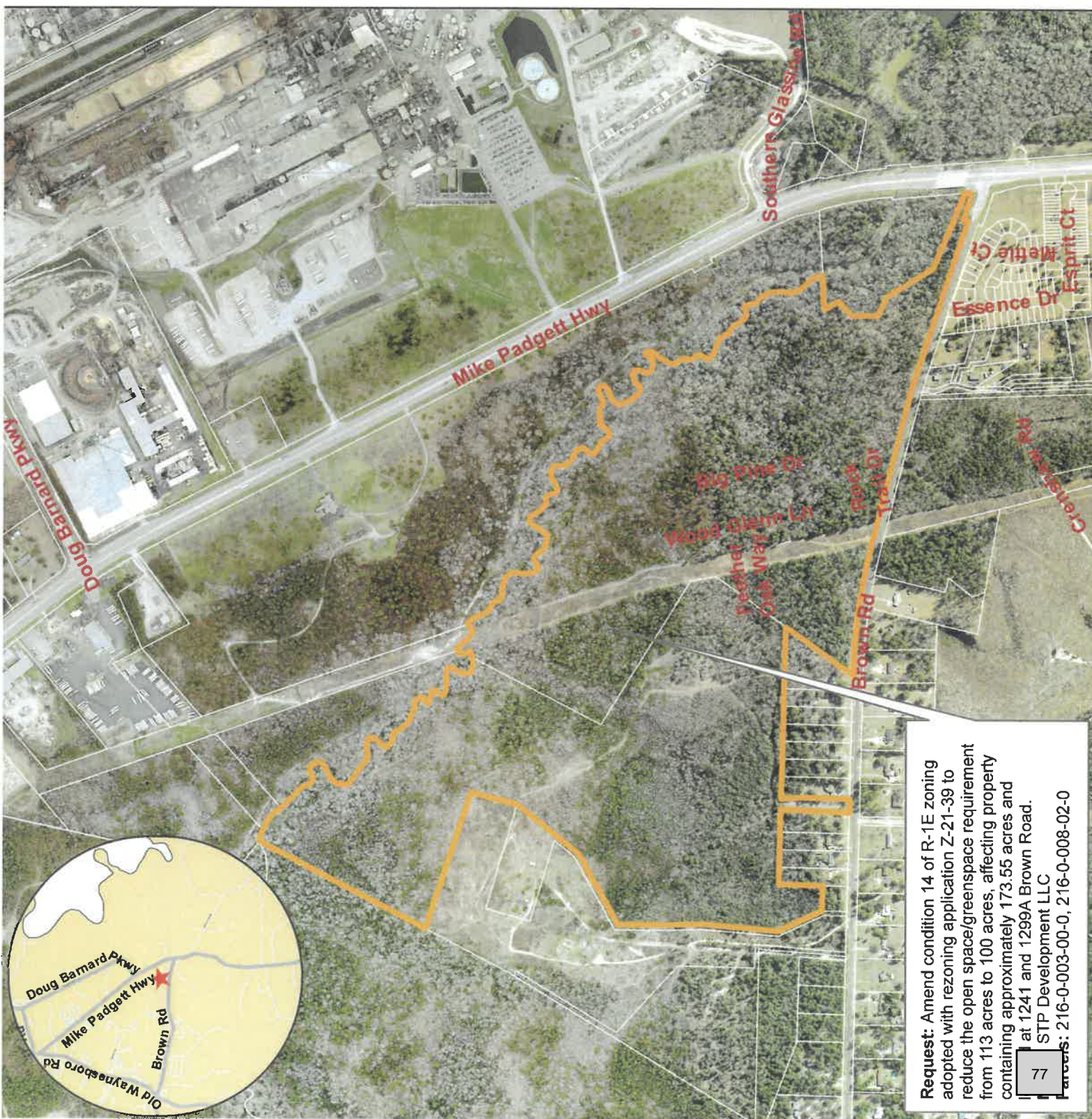
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

Item 6.



0 1,000 Feet



Request: Amend condition 14 of R-1E zoning adopted with rezoning application Z-21-39 to reduce the open space/greenspace requirement from 113 acres to 100 acres, affecting property containing approximately 173.55 acres and located at 1241 and 1299A Brown Road.

STP Development LLC

Parcels: 216-0-003-00-0, 216-0-008-02-0

Planning Commission
Z-23-44
October 2, 2023

1241 and 1299A Brown Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 HI: Heavy Industry

 LI: Light Industry

 R-1: One Family Residential

 R-1C: One Family Residential

 R-1E: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

Augusta, GA Disclaimer

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Item 6.

0 1,000 Feet



Request: Amend condition 14 of R-1E zoning adopted with rezoning application Z-21-39 to reduce the open space/greenspace requirement from 113 acres to 100 acres, affecting property containing approximately 173.55 acres and located at 1241 and 1299A Brown Road.
STP Development LLC
Permits: 216-O-003-00-0, 216-O-008-02-0



Commission Meeting

October 17, 2023

Item Name: Z-23-45

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-23-45 – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Cranston Engineering on behalf of JJJ, LLC requesting a rezoning from zone A (Agricultural) and B-2 (General Business) to zone B-2 (General Business) affecting property containing approximately 1.69-acres located at 2635 Perimeter Parkway. Tax Map #031-0-052-02-0. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Maintain a minimum 20-foot planted buffer along the rear boundary of the property. 2. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Additional development of the property will require site plan approval being in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development prior to construction commencing on the property. 3. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development as required
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-45

Hearing Date: Monday, October 2, 2023

Applicant: Cranston Engineering

Property Owner: JJJ, LLC

Address of Property: 2635 Perimeter Parkway, Augusta, GA 30909

Tax Parcel #: 031-0-052-02-0

Present Zoning: A (Agricultural) and B-2 (General Business)

Commission District: 3 (C. Mcknight)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from A (Agricultural) and B-2 (General Business) to B-2	Commercial Uses	Section 22

Summary of Request:

This petition involves a 1.69-acre tract located at 2635 Perimeter Parkway, approximately 433 feet east of the intersection of Wheeler Road. The site is currently split-zoned A (Agricultural) and B-2 (General Business), approximately 56,158 or 76.3 percent and 17,458 square feet or 23.7 percent, respectively. It contains a 2,736 square foot and 2,459 square foot building and associated parking. A shared driveway provides secondary access to the property under a common easement. The applicant requests to rezone the entire property to B-2 (General Business) for future commercial development.

Comprehensive Plan Consistency:

The property is in the Belair Character Area. The 2018 Comprehensive Plan characterizes commercial development in the Belair area as a mix of shopping centers, professional offices and suburban and highway-oriented commercial uses/service establishments arranged in a linear pattern along the major streets and highways. The Plan supports infill development in a manner consistent with the existing land use patterns and architecture style and features of the surrounding area.

Findings:

1. Based on information submitted with the application, the developer envisions a new 3,200 square foot commercial building with associated off-street parking. The development would be accessible from the existing shared driveway.
2. The property is surrounded by apartments, an extended stay motel, a daycare facility and residences situated in the A (Agricultural), R-3B (Multiple-family Residential), B-1 (Neighborhood Business) and B-2 (General Business) zones. B-2 is the predominate in the area.
3. The site has access to public water and sewer.
4. Perimeter Parkway is identified as a local or minor road on the Georgia Department of Transportation (GDOT) Function Classification Map, 2017.
5. No sidewalks currently exist on Perimeter Parkway near the subject property.
6. A transit bus stops located approximately 200 feet from the property along Wheeler Road.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
8. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
9. The proposed rezoning request is consistent with the 2018 Comprehensive Plan.
10. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **Approval** of the zoning request, subject to the following conditions:

1. Maintain a minimum 20-foot planted buffer along the rear boundary of the property.
2. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Additional development of the property will require site plan approval being in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development prior to construction commencing on the property.
3. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development as required.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

**CRANSTON**

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

August 28, 2023

LETTER OF INTENT

To: Augusta Planning and Development Department

Re: Rezoning Application

Dear Augusta Planning and Development Department:

On behalf of our client, JJJ LLC, we are seeking to rezone the parcel number 031-0-052-02-0, located at 2635 Perimeter Parkway in Augusta, Georgia. In addition to our subdivision request, we are seeking to rezone the parcel that currently has both B-2 and A designations. The proposed "Parcel 2" is currently split with these two zoning designations. We are requesting to rezone the entire parcel as B-2.

The proposed "Parcel 2" would begin 50 feet behind the existing Jiffy Lube Shop Building. We feel this rezoning application brings clarity to the site and its future development potential. We hope the department supports this request and the enhancement of this commercial property.

Sincerely,

CRANSTON LLC

Matthew John Quirey, M.S., MLA, ASLA
Landscape Designer

CC: Lance Cheely

G:\Projects\2023\2023-0295_WHEELER ROAD JIFFY LUBE SUBDIVISION PLAT\AC-Drawings\ZZ-Deliverables\Progress Drawings\2023-0295_LOI_REZONE

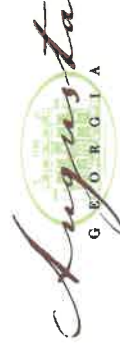


Planning Commission
Z-23-45
October 2, 2023
2635 Perimeter Pkwy.

Aerial

Legend

 Subject Property

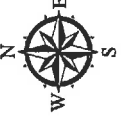


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

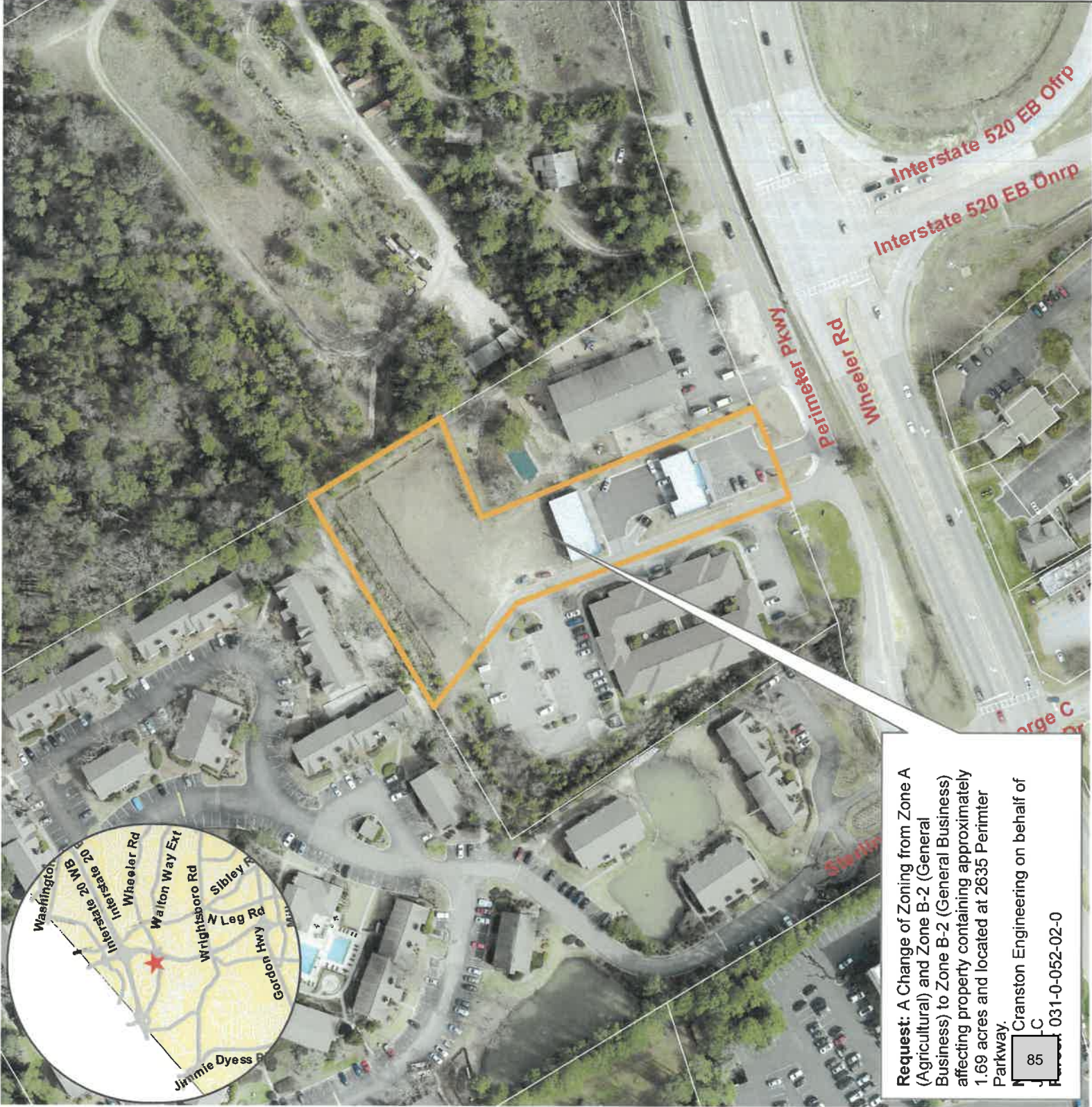
Augusta, GA Disclaimer

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Item 7.



0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) and Zone B-2 (General Business) to Zone B-2 (General Business) affecting property containing approximately 1.69 acres and located at 2635 Perimeter Parkway.

Cranston Engineering on behalf of

031-0-052-02-0

85





Planning Commission
Z-23-45
October 2, 2023
2635 Perimeter Pkwy.

Current Zoning

Legend

 Subject Property

Zoning Classification

-  A: Agriculture
-  B-1: Neighborhood Business
-  B-2: General Business
-  R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

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0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) and Zone B-2 (General Business) to Zone B-2 (General Business) affecting property containing approximately 1.69 acres and located at 2635 Perimeter Parkway.

Prepared by: Cranston Engineering on behalf of [Redacted]


Project: 031-0-052-02-0

86

Planning Commission
Z-23-45
October 2, 2023
2635 Perimeter Pkwy.

Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
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9/12/2023 MH18072

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Item 7.



0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) and Zone B-2 (General Business) to Zone B-2 (General Business) affecting property containing approximately 1.69 acres and located at 2635 Perimeter Parkway.

Cranston Engineering on behalf of

031-0-052-02-0

87



Commission Meeting

October 17, 2023

Item Name: SE-23-06

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	SE-23-06 – A request for concurrence with the Augusta Planning Commission to DENY a petition by Arvind Patel on behalf of Reray Properties, LLC requesting a special exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at 3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business). Tax Map #096-2-205-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: SE-23-06

Hearing Date: Monday, October 2, 2023

Applicant: Arvind Patel

Property Owner: Reray Properties, LLC

Address of Property: 3107 Deans Bridge Road, Augusta, Georgia 30906

Tax Parcel #: 096-2-205-00-0

Present Zoning: B-1 (Neighborhood Business)

Commission District: 5 (Bobby Williams)

Super District: 9 (Francine Scott)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Special Exception	Liquor store	Comprehensive Zoning Ordinance, Section 21-2(c)

Summary of Request:

This request pertains to a 0.29-acre property in central Richmond County, located along Deans Bridge Road between Glenn Hills Drive and Lumpkin Road. The property features an office building which formerly housed a realty company but is currently unoccupied. The applicant seeks a special exception to convert the building and property into a liquor/package store. For a liquor/package store to be permitted in a B-1 zoning district approval of a special exception is required.

Compatibility:

Special Exceptions are land uses permitted in zoning districts where the local government finds that such uses are in keeping with the goals of the Comprehensive Zoning Ordinance. Special Exceptions are scrutinized because their impact on adjoining properties can vary depending on the proposed use. Special Exceptions are considered on a case-by-case basis in accordance with the requirements and standards established in the Comprehensive Zoning Ordinance.

The property is in the South Augusta Character Area. Recommended Development Patterns for this area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

Findings:

1. There are no prior zoning actions associated with the property.
2. The property has access to public water and sanitary sewer lines.

3. According to the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Deans Bridge Road is listed as a principal arterial road.
4. Augusta Transit Routes 8 and 9 serve the property.
5. Based on FEMA Flood Insurance Rate Maps (FIRM) on the Augusta-Richmond County GIS Map Layer, there are no Special Flood hazard areas located on the property.
6. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
7. The topography of the property is flat, ranging from 367 to 370 feet above average mean sea level.
8. Section 21-2(c) of the Comprehensive Zoning Ordinance, Liquor stores are permitted by Special Exception in a B-1 (Neighborhood Business) zones provided that they generally conform to the following criteria:
 - The nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed. ***Complies as the property is part of a lengthy commercial corridor along Deans Bridge Road.***
 - The property is at the intersection of two arterial streets or within 500 feet of such an intersection. ***Complies as the center of the subject property and the center of the Deans Bridge Road-Lumpkin Road intersection are approximately 350 feet apart.***
 - The property is not within 1,000 feet of a public park or recreation area, school, or library. ***The Alcoholic Beverage Certification submitted with the application states that this property is 599.4 yards (1,798.2 feet) from the closest park (H.H. Brigham Park), the closest school (Hillcrest Baptist Church and School) at 724.4 yards (2,173.2 feet), and the closest library (Jack B. Patrick Tech Center Library) being 1,667 yards (5,001 feet). However, the Miller-Motte College located within a shopping center at 3128 Deans Bridge Road is approximately 633 feet from the front door of the building to the property line where the college is located making it non-compliant with this provision.***
9. All properties adjacent to the subject property have a commercial zoning of B-1 or B-2. There are single-family subdivisions zoned R-1A and R-1B north of the subject property along Glenn Hills Drive and Lumpkin Road.
10. The special exception request for the property is consistent with the 2018 Comprehensive Plan, but not compliant with the Comprehensive Zoning Ordinance.
11. At time of writing, staff have not received feedback from citizens pertaining to this request as it has been advertised.

Recommendation: The Planning Commission **Denial** of the Special Exception request as it is not in compliance with the Comprehensive Zoning Ordinance Section 21-2(c) concerning the required distance of 1,000 feet from a school.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

Letter of Intent for Special Exception
at 3107 Deans Bridge Rd, Augusta

Department of Planning and Development
535 Telfair Street, Suite 300
Augusta, GA. 30901

Dear Commissioners,

I, Arvind Patel hereby request the Richmond County Planning Department, a special Exception for the purchase of Parcel #0962205000 which is currently under B1 zone as an office space and would like to convert into a Retail Package Store.

Location: 3107 Deans Bridge Rd, Augusta GA. 30906
Parcel #: 0962205000
Present Zoning: B1

This building location was previously used as an office space but it is vacant for the last few years with further no scope of offices because it is surrounded by retail businesses. All surrounding retail business properties are under B1 zoning. The proposed liquor store location is accessible from major roads and exceeds the minimum distance requirements to the nearest churches, library, Schools or public recreation area. Also exceeds minimum distance requirements to the nearest retail package store (Section 6-2-76).

I respectfully request the Planning Department Committee to give us a special exception to convert this office building into a retail liquor package store in B1 zoning.

Sincerely,



Arvind Patel
Member of Laxmi Narayan Holdings, LLC.



ALCOHOLIC BEVERAGE CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES TO THE BOARD OF COMMISSIONERS OF RICHMOND COUNTY, GEORGIA, AS OF 2-17-76, THAT HE IS A DULY REGISTERED LAND SURVEYOR OF THE STATE OF GEORGIA AND IN REGARDS TO SECTION 6-2-76 OF THE RICHMOND COUNTY WINE, BEER, AND WHISKEY REGULATIONS, THE LOCATIONS AS SHOWN EXCEEDS THE MINIMUM DISTANCE REQUIREMENTS TO THE NEAREST CHURCH, LIBRARY, SCHOOL, OR PUBLIC RECREATION AREA, AND EXCEEDS THE MINIMUM DISTANCE REQUIRED BY ORDINANCE 87-6 OF THE RICHMOND COUNTY CODE OF 500 YDS TO THE NEAREST RETAIL PACKAGE STORE.

Thomas M. Graham, Jr.

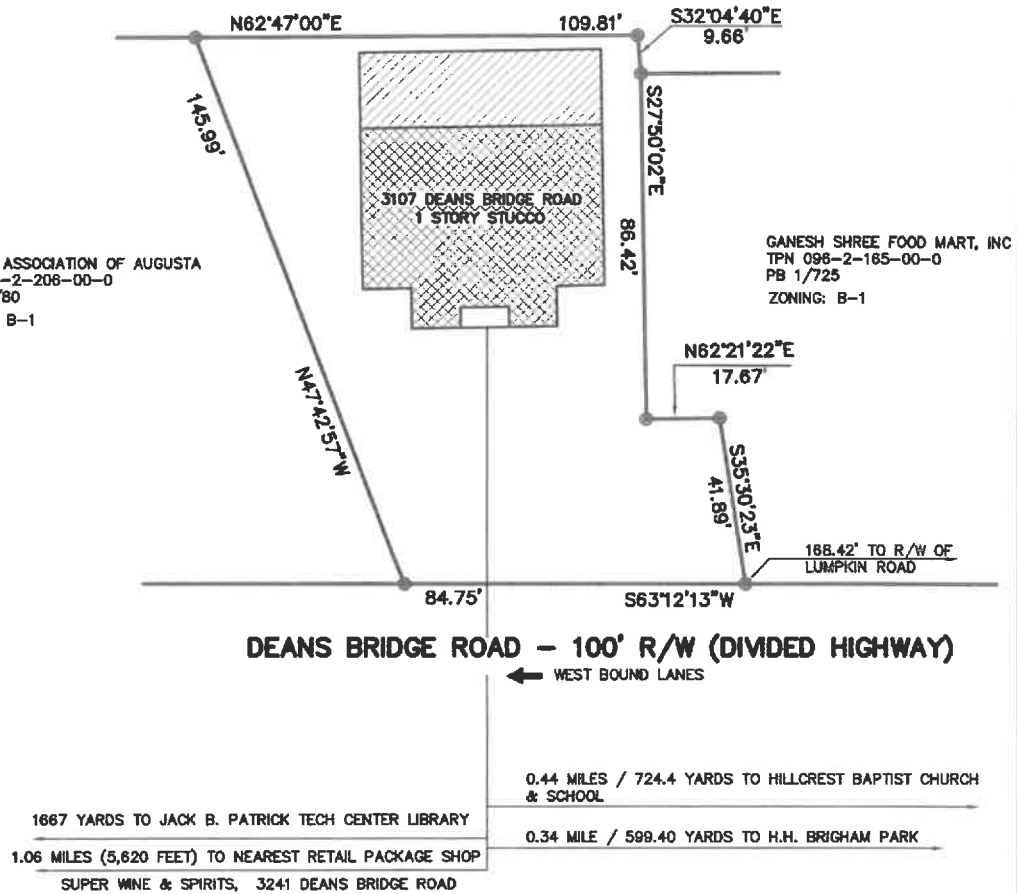
THOMAS M. GRAHAM, JR., PLS NO. 1880



VERNON BERNARD JOHNSON, JR.
TPN 096-2-164-00-0
PB 1/731
ZONING: B-1

KOREAN ASSOCIATION OF AUGUSTA
TPN 096-2-206-00-0
PB 697/80
ZONING: B-1

GANESH SHREE FOOD MART, INC
TPN 098-2-165-00-0
PB 1/725
ZONING: B-1



ALCOHOL LICENSE PLAT FOR ARVIND G. PATEL

PROPERTY LOCATED IN SOUTH AUGUSTA & KNOWN AS 3107 DENAS BRIDGE ROAD
G.M.D. 119TH TAX PARCEL No. 198-2-05-00-0

Prepared by
CAROLINA LAND SURVEYING, LLC

Georgia Registered Land Surveyor No. 1880
1934 HIGHWAY 57 NORTH, LITTLE RIVER, S.C. 29506
Telephone: 803-646-1264
email: mgraham@carolinalandsurveying.com
jford@carolinalandsurveying.com

0 15 30 60
Graphic Scale 1" = 30'

REVISIONS

STATE: GEORGIA

COUNTY: RICHMOND

JOB NO.: 23-14222

SCALE: 1" = 30'

FLD: JGA DRN: BA CHK: TMG

DATE: 8/17/2023

FILE: M-STREET/AYER/ALP

Augusta, GA

Item 8.



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Department of Information Technology
Geospatial Information Solutions (GIS) Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Like, Follow, Share #AugustaGIS



Map Scale
1 inch = 200 feet
Print Date
Sep 21, 2023




Planning Commission
SE-23-06
October 2, 2023

3107 Deans Bridge Road


Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1A: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

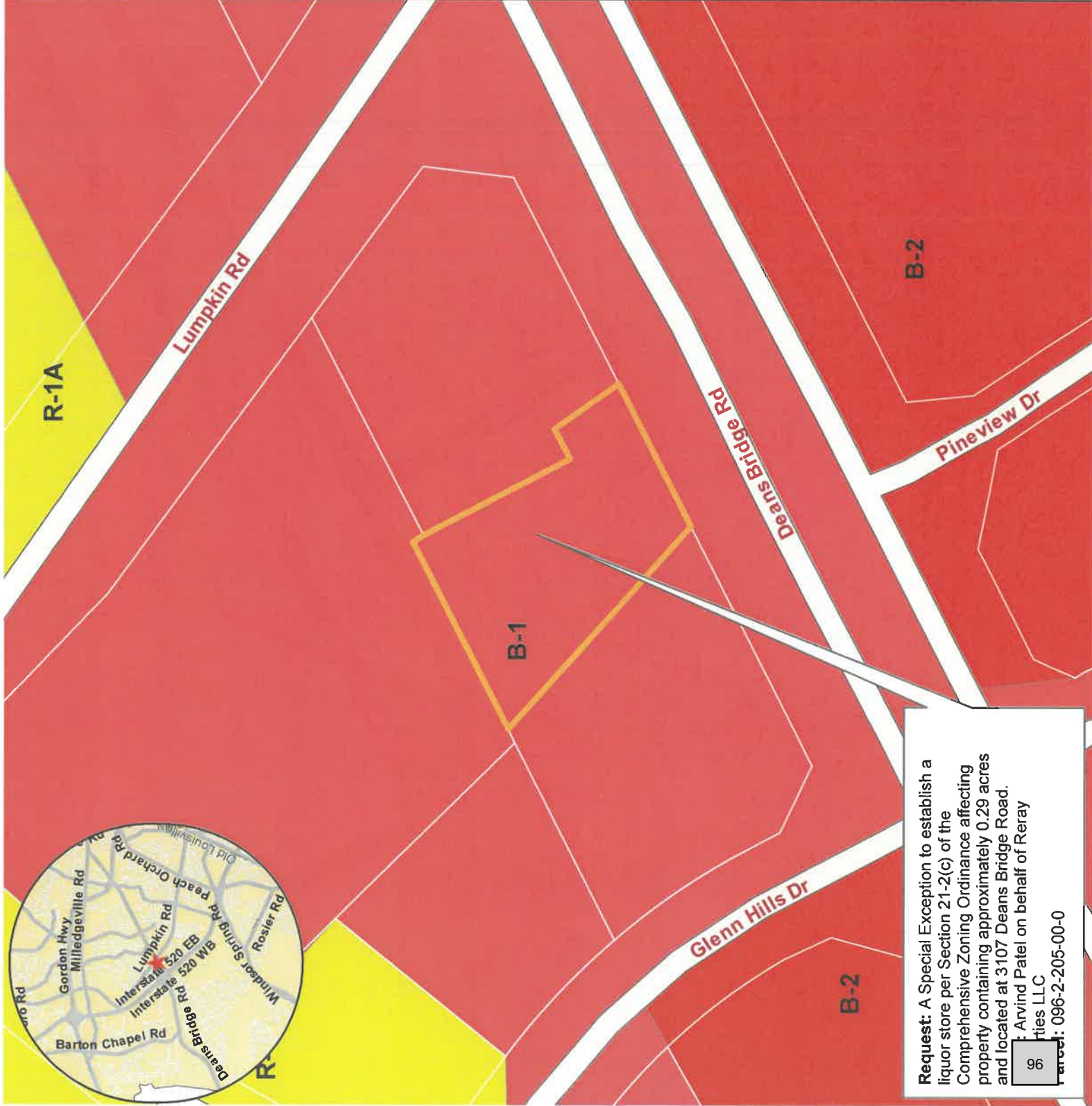
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Item 8.

0 100 Feet



Request: A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres and located at 3107 Deans Bridge Road.

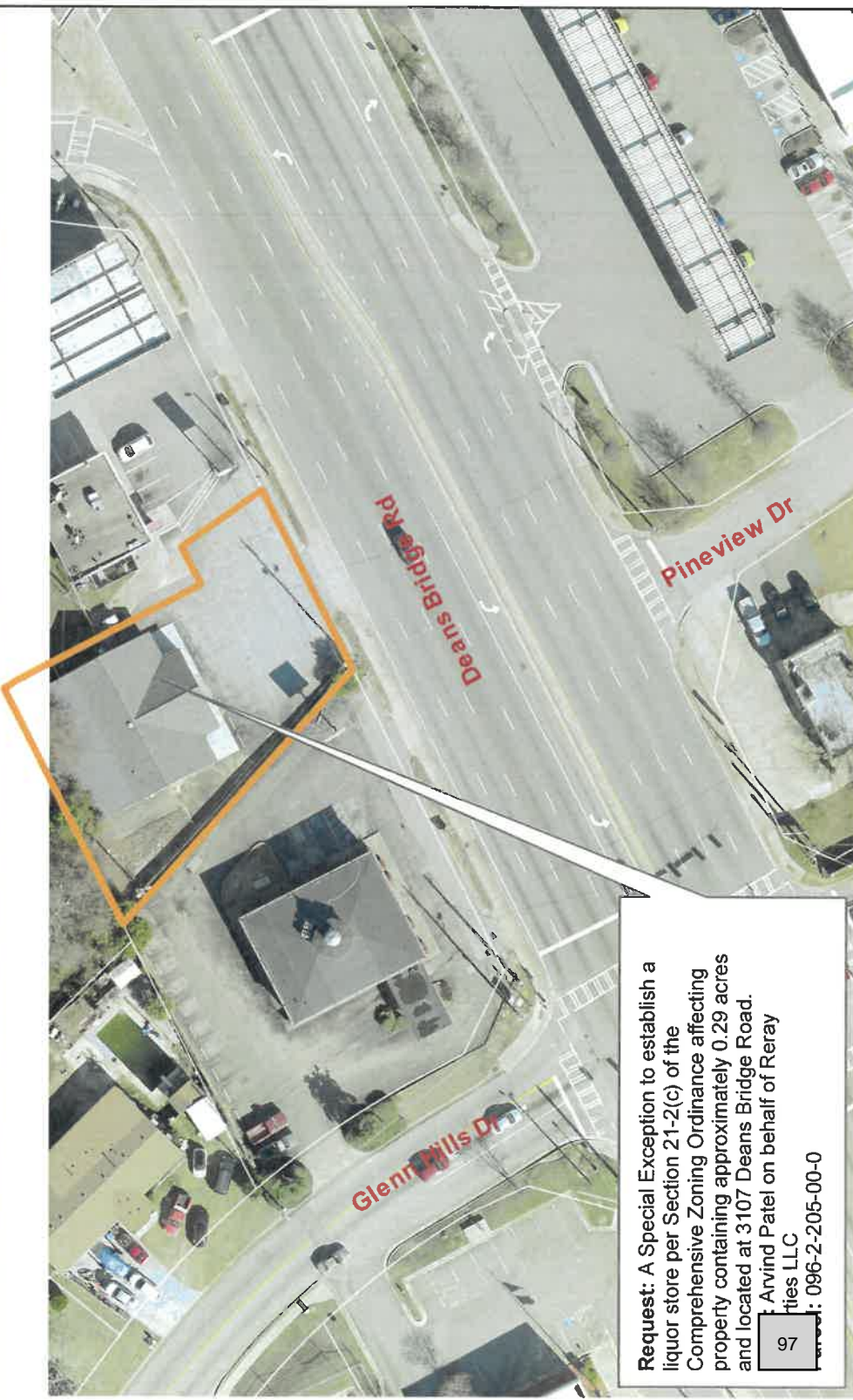
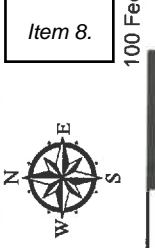
Arvind Patel on behalf of Reray Properties LLC

Parcel: 096-2-205-00-0

Planning Commission
SE-23-06
October 2, 2023
3107 Deans Bridge Road
Aerial
Legend
Subject Property

Augusta
GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/12/2023 MH18072

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Request: A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres and located at 3107 Deans Bridge Road.
Arvind Patel on behalf of Reray ties LLC
97
Phone: 096-2-205-00-00



Commission Meeting

October 17, 2023

Item Name: SE-23-07

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	SE-23-07 – A request for concurrence with the Augusta Planning Commission to DENY a petition by Falguniben Patel on behalf of Yana and Arya, LLC requesting a special exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.62 acres located at 2177 Broad Street. Zoned B-1 (Neighborhood Business). Tax Map #027-3-023-00-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: SE-23-07

Hearing Date: Monday, October 2, 2023

Applicant: Falguniben Patel

Property Owner: Yana and Arya, LLC

Address of Property: 2177 Broad Street, Augusta, GA 30904

Tax Parcel #: 027-3-023-00-0

Present Zoning: B-1 (Neighborhood Business)

Commission District: 1 (J. Johnson)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Special Exception	Liquor Store	Section 21-2(c)

Summary of Request:

This petition involves a 0.62-acre property located on the corner of Broad Street and Milledge Road. An existing convenience store consisting of 1,692 square feet, a gas canopy and 17 off-street parking spaces. The property is situated in a B-1 (Neighborhood Business) zoning district. The applicant requests approval of a Special Exception to establish a liquor store on the property. Plans include enlarging the existing building and providing additional parking spaces at the rear of the property.

Compatibility:

Special Exceptions are land uses permitted in zoning districts where the local government finds that such uses are in keeping with the goals of the Comprehensive Plan. Special Exceptions are scrutinized because their impact on adjoining properties can vary depending on the proposed use. Special Exceptions are considered on a case-by-case basis in accordance with the requirements and standards established in the Comprehensive Zoning Ordinance.

The property is in the Harrisburg-West End neighborhood area which is part of the Old Augusta Character Area. This character area is reflective of commercial and residential areas established

prior to the 1940s. The area contains several buildings constructed close to the street, narrow setbacks between buildings, neighborhood-scale businesses and civic and institutional uses scattered throughout within established corridors. The 2018 Comprehensive Plan supports infill development in a manner consistent with the existing land use patterns and architecture style and features of the surrounding area.

Findings:

1. Liquor stores are permitted by Special Exception in a B-1 (Neighborhood Business) zones provided that they generally conform to the following criteria:
 - Surrounding area – the nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed; ***Does not comply, the surrounding can be characterized as low-to-high density residential with limited commercial uses in the vicinity of the property.***
 - Location – the property is at the intersection of two arterial streets or within 500 feet of such an intersection; ***Does not comply. Broad Street is identified as a minor arterial street, however, Milledge Road is considered a minor or local road.***
 - Proximity to public places – the property is not within 1,000 feet of a public park or recreation area, school or library; ***Does not comply, the property is situated less than 64 feet from a public park/recreational area, less than 264 feet from a school facility building (Curtis Baptist School Recreation) but more than 1,000 feet from a library.***
2. Based on information submitted with the application, the owner intends to construct 2,384 square feet for apartments on the 1st floor and 2,396 square feet of additional retail space on the second level (adjacent to the existing business). The plan also includes 20 off-street parking spaces.
3. The property is immediately adjacent to a large apartment complex, Lake Olmsted Park and Julian Smith Casino is located to the west, and a used car dealership, neighborhood oriented-businesses and residential development exist along Broad Street.
4. The site is connected to public water and sewer.
5. Broad Street is identified as a minor arterial street on the Georgia Department of Transportation (GDOT) Function Classification map, Milledge Road is classified as a minor or local road.
6. Sidewalks are present on both sides of Broad Street and Milledge Road, near the subject property.
7. Transit service is available in the immediate area, the nearest transit bus stop is within 30 feet of the property.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
10. The Special Exception request is does not meet the criteria for compatibility with the requirements in the Comprehensive Zoning Ordinance.

11. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **Denial** of the Special Exception request as it is situated in an area of high residential density with limited commercial uses. A park/creational area and school facility building are located near the property, and it does not meet the required distance from religious institutions as outlined in the Augusta Alcohol Ordinance.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

August 29, 2023

Augusta, Georgia
Department of Planning and development
Planning division
535 Telfair Street Suite 300
Augusta, GA 30901

From: Siddhi & Falgu, Inc.
DBA: Queen Wine & Spirit
2177 Broad Street Suite A
Augusta, GA 30904

To whom it may concern:

I am writing this letter in conjunction with Special exception Application to Planning Department for above location.

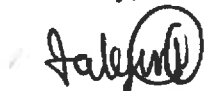
I own and operate gasoline station at 2177 Broad Street Augusta, GA and want to put liquor store with new extension of building. This will be totally separate suite with separate entrance and exit door.

My only intension of this application is to open and operate liquor store. Therefore, I am respectfully requesting the special exemption of above location.

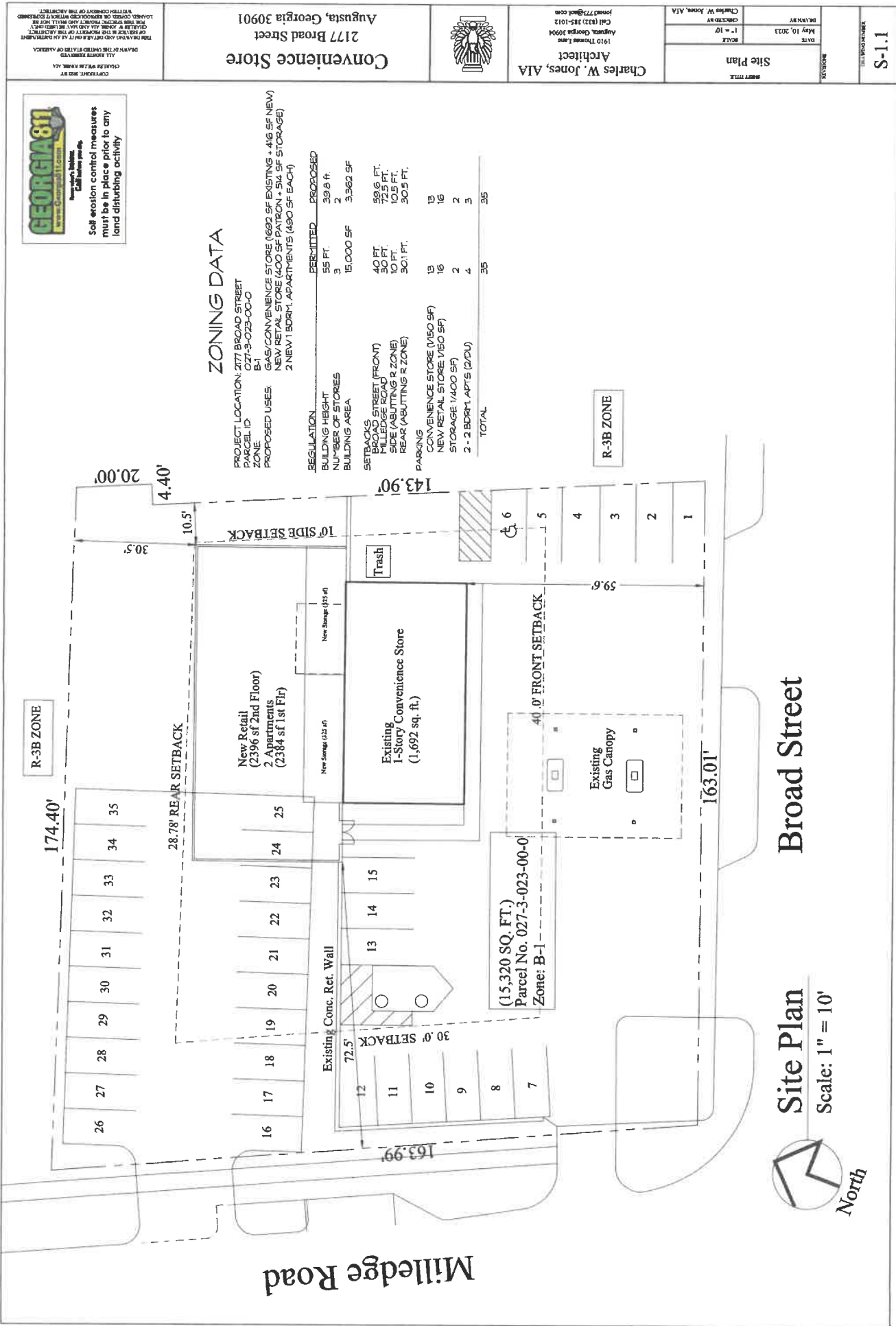
Should you have question or need more information, Feel free to contact me at 706--631-1345 or email me at falgu21390@yahoo.com.

I really appreciate your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Falguniben Patel', enclosed within a circular scribble.

Falguniben Patel - Its President





Planning Commission
SE-23-07
October 2, 2023

2177 Broad Street

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1: One Family Residential

 R-3B: Multiple-Family Residential



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Item 9.

0 100 Feet




Request: A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.62 acres and located at 2177 Broad Street.
Falguniben Patel on behalf of Yana and C
105
Record #: 027-3-023-00-0

Planning Commission
SE-23-07
October 2, 2023

2177 Broad Street

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
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Item 9.



0 100 Feet



Request: A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.62 acres located at 2177 Broad Street.

Submitted by: Falguniben Patel on behalf of Yana and

Parcel: 027-3-023-00-0

106

107



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Location: A.N. 23-42: A request by Rachel Babcock for an on-premises consumption Liquor, Beer, & Wine License to be used in connection with The Olive Garden Italian Restaurants #6487 located at 804 Cabela Dr. There will be Sunday Sales. District 7. Super District 10. (Approved by Public Services Committee October 10, 2023)
Background:	This is a New Location formerly located at 2736 Washington Rd. (Hardship Transfer)
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The License will be Transferred.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-42

Application Type: Consumption on Premise Liquor, Beer, Wine & Sunday Sales

Business Name: The Olive Garden Italian Restaurant #6487

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Rachel Babcock*

Property Owner: MS Riverwatch LLC

Address of Property: 804 Cabela Drive

Tax Parcel #: 008-3-081-00-0

Commission District: District: 7 Super District: 10

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** LI (Light Industrial Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation 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 or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as

to the necessity for unusual police observation and inspection in order 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.
 - **The proposed location is a New Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 transfer the Alcohol License to the new location.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number 1999-3418 Year _____ Alcohol Account Number _____

1. Name of Business The Olive Garden Italian Restaurant #6487
2. Business Address 804 Cabela Drive
3. City Augusta State GA Zip 30909
4. Business Phone () TBD Home Phone () _____
5. Applicant Name and Address: Rachel Babcock
2903 Wellington Street
Augusta, GA 30909
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1102
8. Business Location: Map & Parcel 0083081000 Zoning LI
9. Location Manager(s) Rachel Babcock

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10/26/1970
12. Mailing Address:
Name of Business The Olive Garden Italian Restaurant #6487
Attention Licensing
Address PO Box 695016
City/State/Zip Orlando, FL 32869-5016
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: GMRI, Inc.
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Lindsay Koren	Mgr. Pres		8803 Abbey Leaf Lane, Orlando, FL 32827	0%
Colleen Lyons	Mgr. Sec. Treas		11762 Aurelio Lane, Orlando, FL 32827	0%
Darden Restaurants, Inc.	Owner		1000 Darden Center Drive, Orlando, FL 32837	100%

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

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

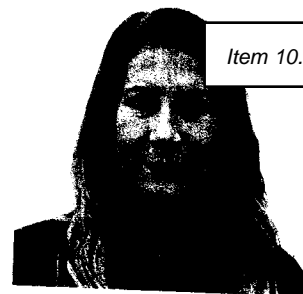
Total License Fee: \$ 120.00

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

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

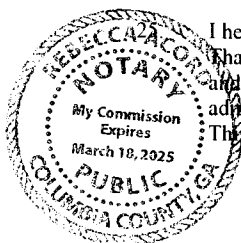


Item 10.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ☐ Yes ☒ No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Building: GMRI, Inc. & Land: MS-Riverwatch, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
GMRI, Inc. is a wholly owned subsidiary of Darden Restaurants, Inc. which is a publicly traded company.
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church 4,500 linear feet C) School 2,650 linear feet
B) Library 16,825 linear feet D) Public Recreation 4,350 linear feet
24. State of Georgia, Augusta-Richmond County, I, Rachel Babcock
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.

Rachel Babcock
Applicant Signature



I hereby certify that Rachel Babcock 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 actually administered by me, has sworn that said statements and answers are true.
This 2 day of July August, in the year 2023.

Rebecca A. Corcoran
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____

Date _____



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-43: A request by Kourtney Patel for a retail package Liquor, Beer & Wine License to be used in connection with Harrison's Liquor located at 1889 Gordon Hwy. District 2. Super District 9.(Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Pranav H. Patel.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-43

Application Type: Retail Package Liquor, Beer, Wine

Business Name: Harrisons Liquor

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Kourtney Patel*

Property Owner: Evans Development LLC

Address of Property: 1889 Gordon Highway

Tax Parcel #: 070-1-015-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood Business) Zone
- **Distance Requirements:** The proposed location for retail package Liquor, Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order 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.
 - **The proposed is a Existing Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$2,330.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Harrisons Liquor
2. Business Address 1889 Gordon Highway
3. City Augusta State GA Zip 30906
4. Business Phone (443) 542 3934 Home Phone (443) 542 3934
5. Applicant Name and Address: Hourtney Patel
954 5th Street
Augusta, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous applicant: _____

8. Business Location: Map & Parcel 0701015000 Zoning C3
9. Location Manager(s) Hourtney Patel

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 06-06-23
12. Mailing Address:
Name of Business Harrisons Liquor
Attention Hourtney Patel
Address 1889 Gordon Highway
City/State/Zip Augusta, GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: Harrisons Spirits LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Hourtney Patel	member		954 5th Street Augusta, GA 30906	100%

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

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

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

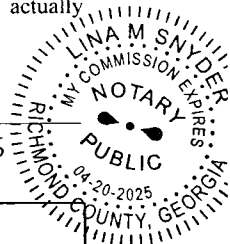
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: 2023-Currently Processing

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
1889 Gordon Highway, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
None
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Kourtney Patel
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.
Kourtney Patel
Applicant Signature
25. I hereby certify that Kourtney Patel 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 actually administered by me, has sworn that said statements and answers are true.
This 15 day of August, in the year 2020.

Daphne Sappin
Notary Public com/sep 20/2025



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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-44: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 1801 LLC located at 1801 Marvin Griffin Rd. District 6. Super District 10. (Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Raju Venmuganti.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-44

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 1801 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Jessica Roblero*

Property Owner: Shiva Vuppula

Address of Property: 1801 Marvin Griffin Rd

Tax Parcel #: 134-1-070-03-0

Commission District: District: 6 Super District: 10

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** L-I (Light Industrial Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he 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.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Krishna Krupa 1801 LLC
2. Business Address 1801 MARVIN GRIFFIN RD
3. City Augusta State GA Zip 30906
4. Business Phone (229) _____ Home Phone () _____
5. Applicant Name and Address: Jessica Roblero
1001 Pineview Ave
Tifton GA 31794
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business Krishna Krupa 1801 LLC
Attention _____
Address 1801 Marvin Griffin Rd
City/State/Zip Augusta GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Jessica Roblero	owner		Above	owner

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: None
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial JR



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
NO
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Jessica Romero 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 actually administered by me, has sworn that said statements and answers are true.
This 20th day of July, in the year 2023.

Applicant Signature

Notary Public

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia

My Comm. Expires Nov. 8, 2025

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-45: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 3995 LLC located at 3995 Old Waynesboro Rd. District 6. Super District 10.(Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Earl B. Culver.
Analysis:	The applicant meets the requirement of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-45

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 3995 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Jessica Roblero*

Property Owner: Sky Blue Investment 2018, LLC

Address of Property: 3995 Old Waynesboro Rd

Tax Parcel #: 183-0-010-02-0

Commission District: District: 6 Super District: 10

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he 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.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Krishna Krupa 3995 LLC
2. Business Address 3995 Old Waynesboro Rd
3. City Augusta State GA Zip 30906
4. Business Phone () _____ Home Phone () _____
5. Applicant Name and Address: Jessica Pablero
1001 Pineview Ave
Tifton GA 31794
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous applicant _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business Krishna Krupa 3995 LLC
Attention _____
Address 3995 Old Waynesboro Rd.
City/State/Zip Augusta GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Jessica Pablero			Above same	owner

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: None
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial JP



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Ne
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Jessica Robles 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 actually administered by me, has sworn that said statements and answers are true.
This 20 day of July, in the year 2022.

Jessica Robles
Applicant Signature

[Signature]
Notary Public

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia
My Comm. Expires Nov. 8, 2025

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-46: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 2579 LLC located at 2579 Tobacco Rd. District 6. Super District 10. (Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Earl B. Culver.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-46

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 2579 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: Jessica Roblero

Property Owner: Saraja Shams Ali

Address of Property: 2579 Tobacco Rd

Tax Parcel #: 141-0-001-09--0

Commission District: District: 6 Super District: 10

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he 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.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATIONAlcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business KRISHNA KRUPA 2579 LLC
2. Business Address 2579 TOBACCO RD
3. City HEPHZIBAH State GA Zip 30815
4. Business Phone (229) 326-4334 Home Phone ()
5. Applicant Name and Address: JESSICA ROBLERO
1001 PINEVIEW AVE
TIFTON GA 31794
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Application _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business KRISHNA KRUPA 2579 LLC
Attention _____
Address 2579 TOBACCO RD
City/State/Zip HEPHZIBAH GA 30815
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
JESSICA ROBLERO	OWNER		1001 PINEVIEW AVE TIFTON GA 31794	OWNER

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: N/A
If so, give year of application and its disposition: _____

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property. _____
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, JESSICA ROBLERO
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.
25. I hereby certify that Jessica Roblero 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 actually administered by me, has sworn that said statements and answers are true.
This 20th day of July, in the year 2023.

Applicant Signature

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia

My Comm. Expires Nov. 8, 2025

Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-47: A request by Nilam Patel for a retail package Beer & Wine License to be used in connection with Smile Grocery located at 830 Stevens Creek Rd. District 7. Super District 10. (Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Kim Kyoungoo.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-47

Application Type: Retail Package Beer & Wine

Business Name: Smile Grocery

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Nilam Patel*

Property Owner: JDC Consultants LLC

Address of Property: 830 Stevens Creek Rd

Tax Parcel #: 006-0-036-01-0

Commission District: District: 7 Super District: 10

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he 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.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Smile Graceely
2. Business Address 530 Stevens Creek Road
3. City Augusta State Ga Zip 30907
4. Business Phone () _____ Home Phone (860) 303 0584
5. Applicant Name and Address: Nilam Patel 62 Arbor Crossing
East Lyme Ct 06333 203-893-6371
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Smile Graceely
Attention Nilam Patel
Address 507 Galy Glen Drive
City/State/Zip Martinez Ga. 30907
13. Ownership Type: () Corporation () Partnership () Individual LLC
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Nilam Patel</u>	<u>owner</u>		<u>507 Galy Glen Dr.</u>	<u>100%</u>
			<u>Martinez Ga.</u>	

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

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

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

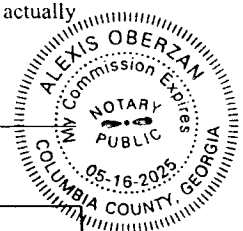
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: Connecticut
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial NP



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
TDC consultants, LLC
Daehoon Suh, Chang W. Yi,
22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Nilam Patel
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.
Nilam Patel
Applicant Signature
25. I hereby certify that Nilam Patel 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 actually administered by me, has sworn that said statements and answers are true.
This 8th day of September, in the year 2003.

Alexis Oberzan
Notary Public



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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Ownership/Existing Location: A.N. 23-48: A request by Michael L. Everett for an on-premise consumption Liquor, Beer & Wine License to be used in connection with Thunder Road Bar & Grill located at 2260 Wheelless Rd. District 2. Super District 9. (Approved by Public Services Committee October 10, 2023)
Background:	This is a New Ownership. Formerly in the name of Lewis Burnett.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,222.50.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-48

Application Type: Consumption on Premise Liquor, Beer, & Wine

Business Name: Thunder Road Bar & Grill

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Michael L. Everett*

Property Owner: Lewis Burnett

Address of Property: 2260 Wheelless Rd

Tax Parcel #: 070-1-077-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as

to the necessity for unusual police observation and inspection in order 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.
 - **The proposed location is an Existing Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 or supervised by him, the manner in which he 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 issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses 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 requirement 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 pro-rated fee of \$2,222.50

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the 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 reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

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

COPY

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Thunder Road Bar & Grill
2. Business Address 2260 Wheelless Rd.
3. City Augusta State GA. Zip 30904
4. Business Phone (706) 736-0005 Home Phone (706) 394-5367
5. Applicant Name and Address: Michael L. Everett
2258 Wheelless Rd. Augusta GA.
30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 070-1-077-00-0 Zoning B-2
9. Location Manager(s) Michael Everett

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: NO
12. Mailing Address:
Name of Business Thunder Road Bar & Grill
Attention Michael Everett
Address 2258 Wheelless Rd.
City/State/Zip Augusta Ga. 30904
13. Ownership Type: () Corporation (☒) Partnership () Individual
14. Corporate Name: Thunder Road Bar & Grill LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Herb Newson</u>	<u>Co-Owner</u>		<u>354 Middleton Rd.</u>	<u>50%</u>
			<u>Grove Town GA. 30813</u>	
<u>Michael Everett</u>	<u>Co-Owner</u>		<u>2258 Wheelless Rd.</u>	<u>50%</u>
			<u>Augusta Ga 30904</u>	

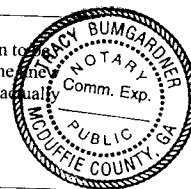
15. What type of business will you operate in this location?
() Restaurant - Full () Lounge () Convenience Store
() Restaurant - Limited () Package Store () Hybrid
(☒) Other: Bar & Grill

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

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

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

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Michael H. Everett - Herbert T. Newsome
22. List the name and other required information for each person, firm or corporation having any interest in the business. None
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church 400 feet C) School None
B) Library None D) Public Recreation 515 feet
24. State of Georgia, Augusta-Richmond County, I, Michael Everett
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.
Michael Everett
Applicant Signature
25. I hereby certify that Michael Everett is personally known to me. 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 actually administered by me, has sworn that said statements and answers are true.
This 14th day of August, in the year 2023.
Tracy Bumgardner
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 17, 2023

2024 Cooperative Agreement for Senior Nutrition Program

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia. (Approved by Public Services Committee October 10, 2023)
Background:	The Augusta Parks and Recreation Department operates six senior nutrition sites throughout Augusta, Georgia through a partnership with CSRA Regional Commission, which provides state and federal grant funds to provide 99,331 meals to Senior Citizens including the home delivery program.
Analysis:	The agreement provides the mechanism for Augusta, Georgia to receive \$795,615 in Fiscal Year 2024 (July 1, 2023 to June 30, 2024).
Financial Impact:	Augusta's match for the 2023 Agreement is \$55,850.
Alternatives:	<ol style="list-style-type: none"> 1. To approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia. 2. To not approve the agreement, which would result in forfeiting grant funds and possibly terminating the program.
Recommendation:	<ol style="list-style-type: none"> 1. To approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.
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

SECTION I
 CSRA REGIONAL COMMISSION - AREA AGENCY ON AGING COOPERATIVE SUB-GRANT AGREEMENT
 TITLE III AND NSI NUTRITION MEALS
 Fiscal Year 2024
 Contract # 24-0089

RC AAA Qualified Nutrition Program Food Vendor: G.A. Food Service, LLC

Fiscal Year 2024 Unit Cost for All Congregate Meal: \$ 8.01 (\$6.50 from C-1, \$1.51 from NSI fund sources)

Fiscal Year 2024 Unit Cost for All Home Delivered Meal: \$ 8.01

The following table outlines the meals that have been approved
 for your jurisdiction for the FY 2024.

Meal Types:

Title III C-1	Congregate Meals (requires a 10 percent match)
Title III C-2	Home-Delivered Meals (requires a 10 percent match)
NSI-Cong	Congregate Meals (no match required) - used in conjunction with C-1 to pay for raw food costs
NSI-HD	Home-Delivered Meals (no match required) - used in conjunction with other HDM funds to pay for raw food costs
NSI - State - HDM	Home-Delivered Meals (no match required)
NSI - SSBG - HDM	Home-Delivered Meals (no match required)

Annual Number of Meals Allotted By Category

Jurisdiction	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Richmond	49,063	29,916	-	-	2,933	17,420	99,331

Dollar Value of Meals By Category

Funding	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Federal Funds:	\$ 271,043	\$ 203,683	\$ 74,092	\$ -	\$ 23,491	\$ -	\$ 572,309
State Funds:	\$ 15,944	\$ 11,981	\$ -	\$ -	\$ -	\$ 139,531	\$ 167,456
Local Match:	\$ 31,887	\$ 23,963	\$ -	\$ -	\$ -	\$ -	\$ 55,850
Total Cost:	\$ 318,874	\$ 239,627	\$ 74,092	\$ -	\$ 23,491	\$ 139,531	\$ 795,615

Note that this agreement includes the final allocation for meals from the CSRA RC. All Site meals are purchased voluntarily by the local jurisdiction. Paragraph 1 of the attached Cooperative Agreement duly notes the right to alter final numbers based on funding availability.

*Note: Meals are funded by two fund sources - NSI Fed funds are strictly used to pay for raw food costs while the remaining fund sources are available for all costs of the meal, including production and delivery. The portion of the meal paid for by Title III C1 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$6.50 x 0.9 equals \$5.85). The portion of the meal paid for by Title III C2 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$8.01 x 0.9 equals \$7.209).

Site C1 and Site C2 locally funded meals are voluntarily provided by the community and are not reimbursed by the RC and therefore not shown in this agreement.

Periodic adjustments may be made during the course of the year to allocate unused meals in the region to other areas of need or based on reductions in federal/state funds.





**SECTION TWO
AREA AGENCY ON AGING
COOPERATIVE SUBGRANT AGREEMENT FOR SERVICES**

THIS COOPERATIVE SUBGRANT AGREEMENT, entered into as of the 1st day of July 2023, by and between **Augusta, Georgia** (hereinafter referred to as “Subgrantee”) and the **CENTRAL SAVANNAH RIVER AREA REGIONAL COMMISSION**, (hereinafter referred to as “CSRA RC”).

WITNESSETH THAT:

WHEREAS, CSRA RC, under the Older Americans Act, has funding for the provision of Title III, SSBG and NSI meals for the elderly and desires to allocate those funds to the RC’s member jurisdictions for the public purpose identified below; and

WHEREAS, the CSRA RC, as the state-designated Area Agency on Aging (AAA), has the responsibility under the Older Americans Act (§306(a)(1)), and under the Georgia Department of Human Services (DHS) Regulations §304.6 to provide in its area plan a comprehensive and coordinated system for supportive services, and nutrition services; and

WHEREAS, the provisions of the OAA, as well as the DH Regulations, clearly contemplate the development by the RC as the AAA of cooperative arrangements with both government and non-profit organizations to provide those services described in §301 of the Older Americans Act; and

WHEREAS, the Federal Office of Management and Budget (OMB) Circular A-102 is the federal guideline governing the RCs handling of federal grant funds, and also governing cooperative agreements; and

WHEREAS, OMB Circular A-102, derived from 31 USC §6301-08 notes that “a grant or cooperative agreement shall be used only when the principal purpose of a transaction is to accomplish a public purpose...”; and

WHEREAS, the CSRA RC wishes to achieve a public purpose, specifically, the provision of nutritious meals to older citizens by passing through sub-grant funds for the nutrition services program to its member jurisdictions and to jurisdictions authorized under DHS’s contract for FY 2024; and

WHEREAS, the Official Code of Georgia Annotated (OCGA) 50-8-32 “created and established as public agencies and instrumentalities of their members ...”; and

WHEREAS, OCGA 50-8-33 requires each municipality and county within the region to be a member of the RC; and

WHEREAS, the RC, has the authority to enter into sub-grant agreements and cooperative agreements with its member jurisdictions, and with jurisdictions authorized under DHS’s FY 2024 contract; and

WHEREAS, the allocation of the nutrition service program funds (Title III, SSBG and NSI) will be done on a formula basis related to the State of Georgia’s interstate funding formula (IFF); and



WHEREAS, the CSRA RC has developed an allocation plan for FY 2024 nutrition funds for the region; and

WHEREAS, each local jurisdiction operates a multi-purpose senior center, which has been designated a focal point by the AAA and, as defined by the Division of Aging Services' Taxonomy of Services as being "a community facility for the organization and provision of a broad range of services, on a daily basis, to include health services (including mental health), social, nutritional, and educational services and the provision of recreational activities for older persons"; and

WHEREAS, as the designated focal point in each county, the senior centers in the counties is specifically eligible to serve as a congregate nutrition site; and

WHEREAS, Senior Centers are eligible to provide certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "Program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Resources (hereinafter, along with the appropriate auditing agency of the entities making such a grant, referred to as "the funding agencies"), and

WHEREAS, the CSRA RC has qualified a food vendor through an open and competitive bid process on behalf of the region as a whole; and

WHEREAS, the Subgrantee desires to accept the funds outlined in this cooperative agreement for the purchase of meals under the Title III, SSBG and NSI programs connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION THREE GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the Subgrantee** CSRA RC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent Subgrantees** No provision of this contract, act of the Subgrantee in the performance of this contract, or act of CSRA RC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of CSRA RC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent Subgrantee.
3. **Scope of Services** The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by CSRA RC, the work and services described in this contract and the following amendments hereto:

Attachment A	Program and Service Performance Requirements (including any special conditions associated with this contract)
Attachment B	Program and Service Reporting Requirements
Attachment C	Cost and Financial Reporting Requirements
Attachment D	Subgrantee Cost and Technical Proposals.





4. **Term and Time of Performance** The term of this contract runs from July 1, 2023 through June 30, 2024. The effective date of this contract is July 1, 2023. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30, 2024.
5. **Method of Payment** The amount of this contract is included in Section One of this contract (page 1). Total payments from the CSRA RC to the Subgrantee shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
- (a) **Progress Payments** Unless otherwise approved by CSRA RC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
- (1) a) Cost Reimbursement Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting actual costs incurred during that month for each cost center as specified in Attachment "A"
 - b) Performance Based Fixed Rate Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting the actual number of service units provided during that month for each cost center as specified in Attachment "A"
 - (2) Upon the basis of CSRA RC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, CSRA RC will make payment to the Subgrantee not more than once per month.
 - (3) CSRA RC may, at its discretion, disallow or delay payment of all or part of a request if CSRA RC determines that the Subgrantee is not in compliance to CSRA RC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by CSRA RC on or before the fifth business day of the month, reimbursement may be withheld until the following payment cycle.**
- (b) **Final Payment**
- (1) The Subgrantee's payment request for the last month of the contract term must be received by CSRA RC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. CSRA RC may, at its discretion, disallow payment of all or part of a final request received after this deadline.





- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by CSRA RC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by CSRA RC of the Subgrantee's final payment request and all other required documentation, CSRA RC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, CSRA RC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments for each cost center or request from the Subgrantee reimbursement of any overpayment. The Subgrantee shall refund to CSRA RC any such overpayment within thirty calendar days of notification by CSRA RC.
6. **Communications** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and CSRA RC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The Subgrantee shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the CSRA RC Executive Director. The Subgrantee executor and CSRA RC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **CSRA RC's Designated Agent** According to the paragraph titled "**Communications**" above, CSRA RC's Executive Director hereby designates JACKIE HARRIS, CSRA RC'S AREA AGENCY ON AGING DIRECTOR, as his agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the CSRA RC's AAA DIRECTOR, JACKIE HARRIS and copied to the CSRA RC's Executive Director. Such appointments herein may be changed only by CSRA RC via a written addendum to this agreement.
8. **Review and Coordination** To ensure adequate assessment of the Subgrantee's program and proper coordination among interested parties, CSRA RC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of CSRA RC and the funding agencies from time to time to review the work and services performed. Written notice of such review meetings shall be given to the Subgrantee. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.
9. **Access to Records and Inspections** The state and federal government and the CSRA RC (a





staff member and/or an outside party hired to review certain records, documents, and/or procedures) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Subgrantee and fourth party Subgrantees(s). Upon request of such records, the Subgrantee shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the Subgrantee furnishes the records requested.

Reinstatement of payments to Vendors who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission. The Subgrantee has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the CSRA RC. Through the Business Associate Agreement, the Subgrantee acknowledges and agrees that the Georgia Department of Human Services Division of Aging Services, including the Long-Term Care Ombudsman, and the CSRA RC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The Subgrantee is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party Subgrantees authorizing the same level of access to the entities noted above.

The Subgrantee and fourth party Subgrantees (subcontractors) record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Subgrantee agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the Subgrantee. The Subgrantee agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The CSRA RC and the State Department of Human Services shall have the right to monitor and inspect the operations of the Subgrantee and any fourth party Subgrantees (subcontractors) for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, but at no more than a maximum of 48 hours notice, at any time during the term of this Contract. Federal regulations can be found within the Super Circular 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, an electronic version can be found at www.ecfr.gov. State regulations and guidance can be found on the Online Directives Information System (ODIS), www.odis.dhs.ga.gov. When not specifically addressed within ODIS, Federal regulations should be followed. Any deviation from these regulations must be approved by the CSRA RC and/or the State Department of Human Services in writing prior to the deviation occurring. The Subgrantee agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities





or materials relevant to or pertaining to this Contract. The Department and/or CSRA RC will provide the Subgrantee with a report of any findings and recommendations and may require the Subgrantee to develop corrective action plans or reimburse for costs identified as unallowable as appropriate. Such corrective action plans may include requiring the Subgrantee to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department and/or CSRA RC.

The Central Savannah River Area Regional Commission's Board of Directors has established the following sanctions for any violations of this section of the contract:

"If at any time an official representative of the CSRA RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the information is presented."

10. General

- (a) The Subgrantee agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). CSRA RC shall determine the appropriateness and application of such terms, provisions, and conditions. The Subgrantee also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by CSRA RC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, 45 CFR 202, 2 CFR Part 200 or ODIS as appropriate.
- (b) The Subgrantee agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the Subgrantee agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;
 - (2) remove individual and social barriers to economic and personal independence; and
 - (3) provide specified services to eligible individuals who reside within the planning area, with greatest social need being determined by advanced age (75 years or more);
 - (4) transport those deemed in need to scheduled sites.





11. **Subgrantee's Personnel** The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of CSRA RC.
12. **Standards for Service Performance**
- (a) The Subgrantee shall perform all services in accordance with the definitions cited in Attachment "A" and as further defined in relevant notices issued by CSRA RC, or through CSRA RC from the Georgia Department of Human Services or the Administration on Aging, U.S. Department of Health and Human Services.
 - (b) The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served will be made without prior written approval of CSRA RC as provided in the Paragraph titled "**Amendments**" below.
 - (c) The Subgrantee acknowledges that CSRA RC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive services and nutrition services to the elderly within the planning area pursuant to the Older Americans Act of 1965 and the Community Care Act of 1985, as amended. Subgrantee further acknowledges that the services provided herein may be included in the Area Plan and that the Area Plan may, from time-to-time, be amended to reflect changes in services, service delivery methods, vendors, subgrantees, and/or subcontractors. Subgrantee acknowledges that inclusion in the Area Plan does not constitute a contract or agreement for the delivery of services within the period of time covered by the Area Plan. Copies of the plan are maintained on file at the CSRA RC.
 - (d) The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
 - (e) The Subgrantee acknowledges that the CSRA RC Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with other CSRA RC contracted service providers to the fullest extent possible and in a manner satisfactory to CSRA RC.
 - (f) Supportive services and nutrition services, if any, included in this contract, are aggregated into defined sub-elements. Descriptions of these sub-elements are on file at CSRA RC and are incorporated herein by reference. The service standards listed in Attachment A wherefore shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
13. **Termination of Services to Clients** The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The Subgrantee shall have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at CSRA RC and available from CSRA RC upon written request.





14. **Reports** The Subgrantee shall furnish CSRA RC with monthly program performance reports, in such form as may be specified by CSRA RC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to CSRA RC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or CSRA RC holiday, the next CSRA RC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced** The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of CSRA RC upon termination or completion of the work. CSRA RC shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its fourth party Subgrantees. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to CSRA RC.
16. **CSRA RC'S Right to Suspend Contract** The CSRA RC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the CSRA RC that the Subgrantee is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CSRA RC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the CSRA RC.
17. **Cooperation in Transition of Services** The Subgrantee agrees upon termination of this contract, in whole or in part, for any reason that the Subgrantee will cooperate as requested by the CSRA RC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CSRA RC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CSRA RC. Subgrantee further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the Subgrantee to the CSRA RC immediately and shall become the property of the CSRA RC in addition to any other remedy afforded the CSRA RC hereunder or by law. Failure to cooperate in the transition of services will result in the Subgrantee becoming an ineligible contractor/Subgrantee for a period of three (3) years from the end of this contract period.
18. **Force Majeure** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work





performed by any fourth party Subgrantees. If the services to be provided to the CSRA RC are interrupted by a force majeure event, the CSRA RC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

19. **Publicity**

- A. Subgrantees must ensure that any publicity given to the program or services provided herein identify the CSRA RC and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Subgrantee. Prior approval for the materials must be received in writing from the CSRA RC and/or DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the Subgrantee shall not display the CSRA RC or DHS's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Executive Director of the CSRA RC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the Subgrantee is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the Subgrantee shall not display the Department's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

20. **Inventions, Patents, Copyrights, Intangible Property and Publications** The Subgrantee agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the CSRA RC. The CSRA RC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The CSRA RC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights Except as otherwise provided in the terms and conditions of this contract, the author or the CSRA RC or DHS is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the CSRA RC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, CSRA RC, and/or departmental purposes.

Publications All publications, including pamphlets, art work, and reports shall be submitted to the CSRA RC on disk or electronically.



21. **Financial Management System** Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70, 2 CFR 200, or ODIS as appropriate. In addition, the Subgrantee agrees to accurately maintain its financial records for each cost center as specified in Attachment C in such form and utilizing such procedures as CSRA RC or the funding agencies may require. This includes, but it not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee.

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Department of Health and Human Services adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, and has codified the text, with HHS-specific amendments in 45 CFR part 75.

22. **Employee's Rate of Compensation** The rate of compensation for work performed under this program by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports** In addition to other records required by this contract, the Subgrantee agrees to provide to CSRA RC such additional financial reports in such form and frequency as CSRA RC may require in order to meet the CSRA RC's requirements for reporting to funding agencies.
24. **Audits** Subgrantees that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR Part 200, Subpart F, Audit Requirements. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending at least \$25,000 but less than \$100,000 in State funds during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The Subgrantee further agrees to submit the required audit or financial statement, within 180 days after the close of the Subgrantee's fiscal year to:

Amy DeVries



*Director of Finances
3626 Walton Way Ext, Suite 1
Augusta, GA 30909-6421*

Effective July 1, 2005, the Central Savannah River Area Regional Commission's Board of Directors has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive CSRA RC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the CSRA RC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the CSRA RC's Board of Directors with the Contractor's auditor present.

Reinstatement of payments to Subgrantees who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission.

25. **Interest of Subgrantee** The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents; employees or fourth party Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, fourth party Subgrantees or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of CSRA RC, and if CSRA RC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
26. **Interest of Members of CSRA RC and Others** No officer, member or employee of CSRA RC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of CSRA RC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Services) and (2) Congress of the United States of





America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.

28. **Restrictions on Hiring of CSRA RC Employees** The Subgrantee and any associated fourth party Subgrantees shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the CSRA RC within a twelve (12) month period after the termination date of this contract. Further, any former CSRA RC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the CSRA RC Executive Director. Subgrantee violation of this restriction shall be grounds for contract termination.

29. **Project Administration**

- (a) The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to CSRA RC's satisfaction.
- (b) The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- (c) The Subgrantee agrees to administer the program in a manner satisfactory to CSRA RC and in accordance with relevant procedures, as determined by CSRA RC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202, 2 CFR 200, ODIS as appropriate).
- (d) The Subgrantee shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and it's above, described property, as well as its employees, agents and volunteers (attachment at the end of contract).

30. **Subcontracts** Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:

- (a) The Subgrantee agrees that the selection of fourth party Subgrantees requires competition between potential fourth party Subgrantees pursuant to 45 CFR 74, 2 CFR 200, or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party Subgrantee to applicable terms and conditions of this (third party) contract between CSRA RC and the Subgrantee.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written CSRA RC approval prior to execution. CSRA RC approval shall not be unreasonably withheld.





- (d) A copy of all fourth party contracts shall be on file at the Subgrantee's office and available for review by CSRA RC monitors upon request.
- (e) The Subgrantee will be responsible for the performance and monitoring both fiscally and programmatically of any fourth party Subgrantees to whom any duties are delegated under any provision of this contract.
- (f) The Subgrantee agrees to reimburse the CSRA RC for any federal or state audit disallowances arising from a fourth party Subgrantees's performance or non-performance of duties under this contract, which are delegated to the fourth party Subgrantees.
- (g) If the Subgrantee subcontracts for the provision of any deliverables pursuant to this contract, the Subgrantee agrees to include the following in each subcontract:
 - 1. Stipulations that the fourth party Subgrantees is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 - 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The Subgrantee shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party Subgrantees who fails to adhere to the contract requirements. The Subgrantee's failure to proceed against a fourth party Subgrantees will constitute a separate breach by the Subgrantee in which case the CSRA RC may pursue appropriate remedies as a result of such breach.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner as determined by CSRA RC, may at CSRA RC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

- 31. **Assignability** The Subgrantee shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of CSRA RC.
- 32. **Amendments** The CSRA RC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Only the CSRA RC's Executive Director may execute amendments to this contract on behalf of the CSRA RC.
- 33. **Disputes and Appeals** The CSRA RC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the CSRA RC's Executive Director in writing via certified mail, return-receipt requested. The CSRA RC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the Subgrantee within ten (10) business days after receipt of the question. The Subgrantee agrees that the decision of CSRA RC's Executive Director shall be final and





conclusive unless, within ten (10) days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to CSRA RC's Board of Directors, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the CSRA RC's Board of Directors at 3626 Walton Way Ext, Suite 1, Augusta, GA 30909. Both the Subgrantee and CSRA RC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the CSRA RC's Board of Directors shall render its decision concerning the question of fact in writing to the Subgrantee and to CSRA RC's Executive Director.

Pending final decision of an appeal to the CSRA RC's Board of Directors, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with CSRA's Board of Director's decision.

The Subgrantee agrees that the decision of the CSRA RC's Board of Directors concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the CSRA RC's Board of Directors will reconsider its decision at the next regularly scheduled meeting of the CSRA RC Commission. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances** The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and OMB Supercircular, as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the Subgrantee gives assurance and certifies with respect to this purchase of service agreement that:

(a) For all purchase of service agreements:

- (1) It possesses legal authority to apply for this purchase of service agreement, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon CSRA RC's approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be executed from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures





necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party Subgrantees, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified fourth party Subgrantees are selected, and that qualified employees are treated fairly during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the Subgrantee has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Subgrantee as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the Subgrantee certifies that: (A) It has developed a written Affirmative Action Program (AAP) which includes: an analysis of the Subgrantee's work forces showing by job category the extent to which minorities and females are being underutilized, and where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The Subgrantee agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Subgrantee shall in all solicitations or advertisements for fourth party Subgrantees or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party Subgrantees, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as CSRA RC or the funding agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as CSRA RC or the funding agencies may issue to implement the requirements of this paragraph.





- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with CSRA RC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through CSRA RC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through CSRA RC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by CSRA RC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) For purchase of service agreements involving Federal financial assistance for construction, it will make certain that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the fund agencies, through CSRA RC, of the receipt of any communication from the Director of the EPA office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- (9) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.





- (10) The Subgrantee agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The Subgrantee agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards** The Subgrantee agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CSRA RC during the term of this contract and all previous contracts is property of the CSRA RC and is subject to the rules and regulations of the CSRA RC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the CSRA RC.
- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services' DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. Subgrantee understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing (attachment at the end of contract), within 30 days after acquisition of such property, to the CSRA RC as indicated below:
- CSRA Regional Commission
Attn: Property Control
3626 Walton Way Ext, Suite 1
Augusta, GA 30909
- D. In the event this contract is terminated prior to expiration or is not renewed, Subgrantee agrees to properly dispose of all CSRA RC property as follows:
1. Prepare Form 5086, Equipment Status Change form (attachment at the end of contract), listing all CSRA RC equipment in the Subgrantee's possession and send this form to the CSRA RC for final disposal determination.
 2. Upon notification by the CSRA RC, Subgrantee agrees to transport the RC's property to the CSRA RC's facility. Expenses incurred by the Subgrantee in transporting this equipment may be charged to the terminated contract.





36. **Federal Prohibitions and Requirements Related to Lobbying** Pursuant to Section 1352 of Public Law 101-221, the Subgrantee agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with CSRA RC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Subgrantee under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative





agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.
38. **Compliance with Requirements of the Georgia Department of Human Services (DHS)** The Subgrantee shall be bound by the applicable terms and conditions of the purchase of service contract between CSRA RC and DHS, which is on file in the offices of CSRA RC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the Subgrantee agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from CSRA RC.
39. **Documentation of Rent Costs** All Subgrantee budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).
- Public facility maintenance in lieu of rent budgeted by the Subgrantee will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Supercircular.
40. **Criminal Records Investigation**
- (a) The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the Department will provide forms, which will include the required data from the applicant. The Subgrantee agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said Center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- (b) After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Department will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Department, the Subgrantee will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.





- (c) The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by the Department or to personal care homes required to be licensed, permitted, or registered by the Department.

41. **Other Requirements** In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, 45 CFR 92, 2 CFR 200, or ODIS as appropriate.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by CSRA RC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by CSRA RC, the Subgrantee shall reimburse CSRA RC in full for any payment made by CSRA RC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations** The Subgrantee understands that the State of Georgia's Department of Human Services' Division of Aging Services (the Department) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, the Department will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. The Department will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **CSRA RC Ethics Hotline** The Central Savannah River Area Regional Commission has initiated and established an ethics hotline. All recipients of subgrants, contracts, subcontracts, and/or cooperative agreements are required to take proactive steps to ensure that employees within their agencies are aware of the CSRA RC's ethics hotline. To this end, the subgrantee must provide its employees with a copy of the CSRA RC's ethics hotline information brochure and each employee must sign an acknowledgement that the information has been provided to him/her. Copies of all acknowledgements must be maintained in the records associated with this agreement and are subject to review by the CSRA RC at all times.

44. **Termination**





- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources for payments to the CSRA RC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately be suspended until further modification from the CSRA RC without further obligation of the CSRA RC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the CSRA RC for failure of the Subgrantee to perform any of the provisions hereof. Should the CSRA RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Subgrantee shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. **For Convenience of the Subgrantee.** This contract may be cancelled or terminated by the Subgrantee without cause; however, the Subgrantee must give written notice of its intention to do so to the CSRA RC at least ninety (90) days prior to the effective date of cancellation or termination.
- D. **For Convenience of CSRA RC.** This contract may be cancelled or terminated by the CSRA RC without cause; however, the CSRA RC must give written notice of its intention to do so to the Subgrantee at least thirty (30) days prior to the effective date of cancellation or termination.
- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. Subgrantee becomes insolvent or liquidation or dissolution or a sale of the Subgrantee's assets begins.
 2. Subgrantee or any of its subgrantees violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. Subgrantee or any of its subgrantees knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the CSRA RC or the Department of Human Services or to the CSRA RC or DHS's representatives.
 4. Subgrantee has exhibited an inability to meet its financial or services obligations.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the Subgrantee under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the Subgrantee for the benefit of creditors.





7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Subgrantee.
 8. The CSRA RC deems that such termination is necessary if the Subgrantee or any fourth party Subgrantees fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the CSRA RC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the CSRA RC by consent, issues an order or decision that causes or determines the contract to be rendered voidable or null and void and/or prohibits the CSRA RC from contracting with the Subgrantee, or otherwise invalidates the procurement process and/or the contractual relationship with the Subgrantee.
 10. Subgrantee is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
45. **Subgrantee/Fourth-Party License Requirements** The Subgrantee agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The Subgrantee is responsible to ensure that fourth party (sub-subgrantees) contractors are appropriately licensed. The Subgrantee agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
46. **AIDS Policy** Subgrantee agrees, as a condition to provision of services to the CSRA RC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the Subgrantee is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

47. **Indemnification of CSRA RC** Subgrantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, the Central Savannah River Area Regional Commission and the Central Savannah River Area Regional Commission's Area Agency on Aging, their officers





and employees (collectively “indemnitees”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Subgrantee, its agents, employees, fourth party Subgrantees, or others working at the direction of Subgrantee or on Subgrantee’s behalf: or due to any breach of this Contract by Subgrantee; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the Subgrantee, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Subgrantee.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the Subgrantee agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Subgrantee and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Subgrantee shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

48. **Conformance of Agreement with the Law** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
49. **Enforcement** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Richmond County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.





IN WITNESS WHEREOF, the Subgrantee and the CSRA RC have executed this agreement as of the day first above written.

ATTEST:

Augusta, GA, a political sub-division of the State of Georgia

Address for Official Notices:

Garrett Johnson, Mayor

535 Telfair Street

Augusta, Georgia 30901

By: _____

Mayor

Title

DATE _____

ATTEST:

CSRA REGIONAL COMMISSION

3626 Walton Way Ext, Suite 1

Augusta, Georgia 30909-6421

By: _____

Executive Director

DATE _____





Attachment A

Area Plan Budget Provider Service Detail





Program and Service Performance Requirements

Augusta, Georgia, a political sub-division of the State of Georgia

- I. General: The work to be accomplished by the subgrantee is in support of the following CSRA RC work program components, hereinafter referred to as "Cost center (s)".

Cost Center No.
24-08-0089

Cost Center Title
Congregate Meals
Home-delivered Meals

Contract Units

Persons Served

Congregate Meals –49,443– T3C1	265
Home-delivered Meals – 29,954– T3C2	168
Home-delivered Meals – 2,946– NSI-SSBG	18
Home-delivered Meals – 17,458– NSI-State	115

The subgrantee's monthly program performance reports will separately detail Progress made relative to each CSRA RC cost center.

- II. Area Covered: The subgrantee shall perform all the services provided for under this contract within and respecting the following geographic area, herein called the "service delivery area."

Richmond County

- III. The subgrantee will access Georgia's ADRC/5020 Aging and Disability Resource Connection Administrative Guidelines and Requirements on the On-line Directives Information System (ODIS) at <http://www.odis.dhr.state.ga.us> for compliance and technical assistance issues.
- IV. Mandatory Trainings and Meetings – The Subgrantee will be responsible for attending all training(s) and meeting(s) mandated by the Division of Aging Services or the CSRARCAAA. Therefore, should the Subgrantee be unable to attend the training or meeting, he or she may send a staff member if all staff is not mandated to attend.

Augusta Parks & Recreation Department
Director Maurice McDowell
2027 Lumpkin Road
Augusta, Georgia 30906





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SECTION FOUR

Work Services: As a provider under this agreement, the Subgrantee shall be responsible for the following general activities:

1. The Subgrantee shall submit quarterly narrative reports that document efforts to develop new sources of community support, both public and private, during the agreement period. Reports are due on the 10th of the succeeding month.
2. The Subgrantee shall attend all regularly scheduled and/or called CSRA RC-sponsored meetings and training sessions.
3. The Subgrantee shall be responsible for developing, maintaining, and fulfilling all written working agreements called for in each cost center.
4. The Subgrantee shall maintain and distribute an updated agency brochure describing available services within its service area. In addition, the Subgrantee shall develop and implement publication strategies that foster high visibility and promote positive public awareness of the aging program and issues facing older adults.
5. The Subgrantee shall encourage and document efforts to generate the program income budgeted in each sub-element.
6. The Subgrantee shall implement the automated client tracking system and shall do so consistent with the policies and procedures promulgated by the Division of Aging Services for MIS or CSRA RC.
7. The Subgrantee shall notify CSRA RC promptly of any changes in service delivery, organization or sites.
8. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the goals and objectives required to fulfill this agreement.
9. The Subgrantee shall implement customer satisfaction feedback and provide annual evaluations. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the following specific work and services.





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ATTACHMENT B PROGRAM AND SERVICE REPORTING REQUIREMENTS

Reporting Requirements: As a provider under this contract, the Subgrantee shall be responsible for implementing the following reporting requirements.

I. Intake, Assessment and Record Maintenance Basics for All Non-Medicaid Clients

- 1.1 The Title III-SSBG Operations Manual is superseded in part by these policies and procedures.
- 1.2 Basic intake and assessment information for all new clients entering the service delivery system shall be gathered using the following forms:
 - a. Basic demographics
 - b. DON-R-
 - c. The NSI "DETERMINE" Checklist
 - d. <http://odis.dhs.ga.gov>
- 1.3 The same information shall be gathered *for all ongoing clients, at the time of annual individual reassessment*, and changes to these client files are to be entered in the WellSky database as reassessments are completed.
- 1.4 Provider or AAA staff responsible for preparing individual client service plans shall continue to use approved service plan forms until further notice.
- 1.5 Provider or AAA staff responsible for preparing client notification forms shall continue to use approved forms until further notice.
- 1.6 Staff shall continue to include narrative entries in client records using approved documentation formats.
- 1.7 Clients receiving HCBS home care services must come through the ADRC for an initial screening and assessment by the AAA staff. In cases where subcontractors are authorized to admit clients directly, a comprehensive assessment utilizing the Determination of Need-Revised (DON-R) and the Nutritional Screening Initiative (NSI) must be performed at the provider level in accordance with Policy 114 Guideline and Requirements for Client Assessment. Refer to the Georgia Department of Human Services' Division of Aging Services Division of Aging Services' Requirements for Non-Medicaid and Community Based Services. In case where the client is served by more than one agency/organization, the AAA will designate which provider will be responsible for conducting reassessments and making appropriate referrals. Providers are expected to review WellSky reports and records to ensure effective coordination of services.

II. Basic Demographics





2.1 All affected providers, and/or Area Agencies will use the Client Intake, Registration and Tracking Form to collect, record and enter into WellSky certain basic individual client data.

2.2 **Complete all** data elements:

2.3 When form is to be completed or information is to be updated:

- (a) For all new clients being registered with WellSky
- (b) At the time of the first or subsequent annual reassessment for ongoing clients
- (c) At any time that there is a change in any of the required data for any client

2.4 Retention and distribution of the form:

- (a) Keep the original form completed for initial registration of the client in the client record.
- (b) Provide a copy of the original form, and of any updated information, to the data entry staff for processing.
- (c) If adding or changing information after initial registration, complete a new form if necessary, or add or change the information (suggestion: Use a 'highlighter' marker to enter changes on the data entry copy.) Retain the original in the client record.

III. Determination of Need (DON-R)

3.1 When form is completed:

- (a) All affected providers of Non-Medicaid Home and Community Based Services, regardless of fund source, or Area Agencies, will complete the DON-R for all clients applying for services, including those who will be placed on a waiting list.
- (b) At the time of first reassessment following implementation for each ongoing client.
- (c) At any time that there is a significant change in any client's situation which affects functional status and the need for services.

3.2 Use of information

- (a) The information from the DON-R, along with information captured on Poverty Level and the NSI "DETERMINE" Checklist, will evaluate the client's priority



for receiving services.

- (b) Clients at or below poverty, with significant impairments in ADLs and IADLs, and with Nutrition Risk Scores of 6 or higher, shall be given preference for services.
- (c) Ongoing clients shall be reassessed at the annual review date and decisions regarding continued service needs will be based on this reassessment, using the same criteria as in III.2 (b), in conjunction with other significant information about the client's situation and need for support.

IV. Nutrition Screening Initiative "DETERMINE" Checklist

- 4.1 The NSI "DETERMINE" Checklist shall be used to determine nutritional risk status for each client applying for non-Medicaid home and community based services.
- 4.2 The initial NSI Checklist Score shall auto populate into WellSky.
- 4.3 For each client who begins receiving nutrition services, either at home or in a congregate setting, the NSI "DETERMINE" Checklist will be administered again within the first three months of service. *This score, whether the same or different, shall auto populate in WellSky.*
- 4.4 *Baseline NSI "DETERMINE" Checklist Scores shall be determined for all current nutrition service clients and recipients of homemaker, in-home respite, and adult day health services (regardless of fund source) at the time of the next scheduled reassessment.*
- 4.5 The risk status for all clients in the specified services shall be tracked for the duration of their participation in the service program using the on an annual review basis.
- 4.6 Wherever feasible, nutrition service applicants/participants with risk scores of 6 or higher shall be referred for additional individualized nutrition screening (Level I Screening) and counseling by a registered dietician.



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ATTACHMENT C – COST AND FINANCIAL REPORTING REQUIREMENTS

- I. **Compensation** The compensation is shown by cost center and resource category on the Distribution of Resource, Supplemental Fiscal Year exhibit and on the following individual cost center pages, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes. The maximum amount of CSRA RC's compensation to the Subgrantee by cost center is equal to the total federal and state funds as outlined in Section I of this agreement.

The Subgrantee's request for payment described in the "**Method of Payment**" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total payments under each service exceed the maximum amounts listed on the "Distribution of Resources" exhibit, nor shall CSRA RC's payment to the Subgrantee exceed the total federal and state funds as outlined in Section I of this agreement.

Any deviation from or changes to the approved budget shall be handled as follows:

- A. Deviations between Expenditure Object Class Categories (except FOOD or EQUIPMENT) within the same service are permitted if the cumulative absolute total of such transfers does not exceed ten (10) percent of the total amount for that service shown on individual cost center pages. Subgrantee must promptly submit written notice of such deviation to CSRA RC. No deviation in the FOOD or EQUIPMENT Expenditure Object Class Categories is permitted, under this ten percent provision.
- B. If the Subgrantee's proposed deviations exceed the tolerances identified in A. above, or if transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the Subgrantee, approved by CSRA RC, and executed by both parties.

- II. **Matching-Share** In addition to the requirements specified herein, the Subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allow ability of non-federal contributions by the Subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The Subgrantee further agrees that if non-federal contributions provided by the Subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by CSRA RC, the funding agencies, the Comptroller General of the United States, or any of their duly sworn representatives, then, upon written demand by CSRA RC, the Subgrantee shall, within thirty (30) calendar days of receipt of such written demand, reimburse CSRA RC the amount of compensation previously paid by CSRA RC to the Subgrantee that became unearned because of such disallowance.

- III. **Program Income** Program income, as defined in 4 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s) or person(s) on behalf of a particular participant(s) of the program during the period of this subgrant contract. Expenditure of this





resource is limited to funds actually received, up to the amount shown on the "Distribution of Resources" exhibit. If program income is generated in excess of the amount shown on the "Distribution of Resources" exhibit, a contract amendment executed by both parties is required prior to expenditure.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

V. General

- A. The Subgrantee agrees that the "year to date" percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.
- B. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals, such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III; and 12 percent match to 88 percent state and federal funds in SSBG).
- C. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III, as appropriate, which represents 10 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.
- D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement. The Subgrantee agrees that CSRA RC may withhold reimbursement if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of units of service and dollars expended.





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this 1st day of July 2023 (hereinafter the "Effective Date") is made and entered into by and between the Central Savannah River Area Regional Commission (hereinafter referred to as "CSRA RC") and _____ (hereinafter referred to as "Contractor").

WHEREAS, CSRA RC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI OR PII") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSRA RC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI OR PII or Personally Identifiable Information (PII)¹ only to the extent necessary to meet its

¹ **Personally Identifiable Information (PII)** as defined in O.C.G.A. § 10-1-911(6) includes:

...(6) "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:

(A) Social security number;

(B) Driver's license number or state identification card number;

(C) Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;

(D) Account passwords or personal identification numbers or other access codes; or

(E) Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.

The term "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.



responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by CSRA RC. Furthermore, except as otherwise limited in this Agreement, Contractor may:

- A. Use PHI OR PII or PII for internal quality control and auditing purposes.
 - B. Use or disclose PHI OR PII or PII as Required by Law.
 - C. After providing written notification to CSRA RC's HIPAA officer, Debra Minor, use PHI OR PII to make a report to a health oversight agency authorized by law to investigate CSRA RC (or otherwise oversee the conduct or conditions of the CSRA RC) about any CSRA RC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j) (1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to CSRA's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate CSRA.
 - D. Use and disclose PHI OR PII or PII to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by CSRA RC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
- 3. Subcontractor warrants that only individuals designated by title or name on Attachments L-1 will request PHI OR PII from CSRA RC or access CSRA RC PHI OR PII or PII in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 - 4. Subcontractor warrants that the individuals listed by title on Attachment L-1 require access to PHI OR PII in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI OR PII or PII by individuals not described on Attachment L -1 are impermissible.
 - 5. Subcontractor warrants that the individuals listed by name on Attachment L-1 require access to a CSRA RC information system in order to perform services under the Contract. Contractor agrees to notify the HIPAA Officer and the Contracts' Manager named on the following page immediately, but at least within 24 hours, of any change in the need for the Department of Human Services (DHS) information system access by any individual listed on Attachment-1. Any failure to report a change within the 24-hour period will be considered a security incident and may be reported to Contractor's HIPAA officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 - 6. Subcontractor agrees that it is a Business Associate to CSRA RC as a result of the Contract and warrants to CSRA RC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with



these requirements. Contractor further warrants to CSRA RC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to CSRA RC upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following HIPAA Officer and Contracts' Manager:

- A. At CSRA RC: Debra Minor
CSRA's HIPAA Privacy Officer
dminor@csrarc.ga.gov
706-210-2023
- Jackie Harris, Director
CSRA Area Agency on Aging
- B. At Contractor: Mayor Garnett Johnson
Augusta-Richmond County, GA

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI OR PII or PII other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI OR PII or PII other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI OR PII to the individuals listed on Attachment L -1 as amended from time to time, and shall implement encryption of all electronic PHI OR PII or PII during transmission and at rest.



- E. Upon CSRA RC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI OR PII, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Subcontractor from a use or disclosure of PHI OR PII by Subcontractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Subcontractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI OR PII are contractually obligated to comply with at least the same obligations that apply to Subcontractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI OR PII OR PII, that are applicable to Subcontractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to CSRA RC any use or disclosure of PHI OR PII that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. The unintentional acquisition, access, or use of PHI OR PII by a workforce member of Subcontractor acting under the authority of Subcontractor, so long as the PHI OR PII or PII is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. The inadvertent disclosure of PHI OR PII from a person designated in L-1 as authorized to access CSRARC PHI OR PII to a workforce member of Subcontractor who is not designated in L -1, but is authorized to access other Protected Health Information maintained by Subcontractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to CSRARC in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Subcontractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Subcontractor discovered the incident;



- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Subcontractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the CSRA RC HIPAA Privacy Officer, Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the CSRA RC, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC within five (5) business days of CSRA RC's request for proof of implementation.

- J. Report to the CSRA RC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI OR PII or interference with system operations in Subcontractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI OR PII not permitted by this Agreement, Subcontractor shall also make a report of the impermissible use or disclosure as described above. Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI OR PII from similar security incidents in the future. Upon CSRA RC's approval of Contractor's corrective action plan, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC.
- K. Upon CSRA RC's reasonable request and not more frequently than once per quarter, report to the CSRA RC Agency HIPAA Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI OR PII or (B) attempted (but unsuccessful) interference with system operations in Subcontractor's information systems. The subcontractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine



attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with CSRA RC and provide assistance necessary for CSRA RC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Subcontractor agrees to assist CSRA RC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Subcontractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws during this Contract. Contractor warrants that it will cooperate with CSRA RC, including cooperation with CSRA RC HIPAA privacy officer and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If CSRA RC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI OR PII or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of CSRA RC, after the notifications are approved by the CSRA RC. Subcontractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.
- In the event that CSRA RC determines a Breach has occurred, without unreasonable delay, and in any event, no later than thirty (30) calendar days after Discovery, Contractor shall provide the CSRA RC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining CSRA RC's approval of the notification letter.
- N. Make any amendment(s) to PHI OR PII in a Designated Record Set that CSRA RC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of CSRA RC. Contractor also agrees to provide CSRA RC with written confirmation of the amendment in such format and within such time as CSRA RC may require.
- O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following CSRA RC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC, provide CSRA RC access to the PHI OR PII in an individual's Designated Record Set. However, if requested by CSRA RC, Contractor shall provide access to the PHI OR PII in a Designated Record Set directly to the individual to whom such information relates.



- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI OR PII for or on behalf of CSRA RC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI OR PII and information related to such disclosures as would be required for CSRA RC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI OR PII in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI OR PII regarding an Individual to CSRA RC. If requested by CSRA RC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the CSRA RC upon request.
- R.** In addition to any indemnification provisions in the Contract, indemnify the CSRA RC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on CSRA RC.
- S.** For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. CSRA RC agrees that it will:

- A.** Notify Contractor of any new limitation in CSRA's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI OR PII.



- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for CSRA to use or disclose PHI OR PII to the extent that CSRA determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI OR PII.
 - C. Notify Contractor of any restriction regarding its use or disclosure of PHI OR PII that CSRA has agreed to in accordance with the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI OR PII.
 - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI OR PII, CSRA RC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by CSRA RC of a written cost estimate, CSRA RC agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI OR PII provided by CSRA RC to Contractor, or created or received by Contractor on behalf of CSRA RC, is destroyed or returned to CSRA RC, or, if it is infeasible to return or destroy PHI OR PII, protections are extended to such information, in accordance with the termination provisions in this section.
- A. **Termination for Cause.** Upon CSRA RC's knowledge of a material breach of this Agreement by Contractor, CSRA RC shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by CSRA RC;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days notice; or
 - iii. If neither termination nor cure is feasible, CSRA RC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
 - B. **Effect of Termination.**
 - i. Upon termination of this Agreement, for any reason, CSRA RC and Contractor shall determine whether return of PHI OR PII is feasible. If return of the PHI OR PII is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI OR PII for so long as the Contractor maintains the PHI OR PII and shall limit the use and disclosure of the PHI OR PII to those purposes that made return or destruction of the PHI OR PII infeasible. If at any time it becomes feasible to return or destroy any such PHI OR PII maintained pursuant to this paragraph, Contractor must notify CSRA



RC and obtain instructions from CSRA RC for either the return or destruction of the PHI OR PII.

- ii. Contractor agrees that it will limit its further use or disclosure of PHI OR PII only to those purposes CSRA RC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI OR PII , and will take such additional actions as CSRA may require for the protection of patient privacy and the safeguarding, security and protection of such PHI OR PII .

- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit CSRA RC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI OR PII than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)



IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

CONTRACTOR

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



ATTACHMENT L-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI OR PII

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Transfers of PHI OR PII must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI OR PII between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.



ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI OR PII

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of access (Read Only/ Write)



The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator raking@dhr.state.ga.us and mdhart@dhr.state.ga.us immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.



Commission Meeting

October 17, 2023

Food Services Agreement – Amendment #1

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve the amendment to the Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC. (Approved by Public Services Committee October 10, 2023)
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 2024 Cooperative Agreement with the CSRA Regional Commission covers the increased cost per meal.
Financial Impact:	N/A
Alternatives:	<ol style="list-style-type: none"> 1. To approve amendment #1 to the Food Services Agreement. 2. To not approve the amendment, which may have a negative impact on the execution of the senior nutrition program.
Recommendation:	1. To approve amendment #1 to 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

AMENDMENT No. 1
TO FOOD SERVICES AGREEMENT

This AMENDMENT No. 1 (“Amendment No. 1”) to the Food Services Agreement (“Agreement”) is entered into by and between **AUGUSTA-RICHMOND COUNTY**, located at 2027 Lumpkin Road, Augusta, GA 30916 (hereinafter referred to as the “COUNTY”) and **G.A. FOOD SERVICES OF PINELLAS COUNTY, LLC**, located at 12200 32nd Court North, St Petersburg, FL 33716 (hereinafter referred to as “CONTRACTOR”). The COUNTY and CONTRACTOR individually are referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed an Agreement dated December 1, 2022, creating certain rights, obligations, and duties between the Parties, all as fully set forth in the Agreement; and

WHEREAS the Parties desire and wish to amend certain provisions of the Agreement to the extent explicitly stated in this Amendment.

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:

The Agreement dated December 1, 2022, between the COUNTY and CONTRACTOR is hereby amended, effective July 1, 2023, as follows.

1. Section IV – Term is hereby amended to in its entirety to read as follows:

The effective date of this contract is July 1, 2023, through September 30, 2024. The COUNTY has the option to renew for an additional one (1) one-year renewal. For each renewal the CONTRACTOR reserves the right to adjust the rates based upon the 12-month averaged Consumer Price Index (CPI) for “Food Away From Home.”

2. Attachment A, Pricing, is hereby amended to in its entirety to read as follows:

- A. The purchase price for all meals ordered by the COUNTY under this Contract from July 1, 2023 to September 30, 2023 shall be computed as follows:

July 1, 2023 – September 30, 2023

Meal Type	Price per Meal*
Frozen TMS, or Shelf-Stable Delivered to Center/site	\$5.98
Hot Meal Price (Bulk or pre-plate)	\$5.988
Frozen TMS or Shelf-Stable Delivered to Home	\$7.40

- B. The purchase price for all meals ordered by the COUNTY under this Contract from October 1, 2023 to September 30, 2024 shall be computed as follows:

October 1, 2023 – September 30, 2024

Meal Type	Price per Meal*
Frozen TMS, or Shelf-Stable Delivered to Center/site	\$6.48
Hot Meal Price (Bulk or pre-plate)	\$6.48
Frozen TMS or Shelf-Stable Delivered to Home	\$8.01

*Prices shall be automatically adjusted by the Consumer Price Index (CPI), published by the U.S. Bureau of Labor Statistics, for Food – Away from Home, with annual contract renewal. GA Foods reserves the right to request additional price increases should extenuating circumstance arise.

As hereinabove amended, all other Terms and Covenants of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Agreement, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:
COUNTY

Acting for and on behalf of:
CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: 

Name: Debra Silvers

Title: Chief Compliance Officer & General Counsel

Date: 09/01/2023



Commission Meeting

October 17, 2023

Magnolia Cemetery Donation

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve entering into a memorandum of understanding with Augusta Concrete Block Co. for the donation of materials and labor for repairs at Magnolia Cemetery. (Approved by Public Services Committee October 10, 2023)
Background:	Jim Farmer, president of Augusta Concrete Block Co. has offered to donate time and labor for a repair project at Magnolia Cemetery. The project will fix the east wall of Magnolia Cemetery, which is in need of repair as it has been pushed over.
Analysis:	Magnolia Cemetery is over 25 years old, the wall in question is estimated to be at least over 100 years old. Entering into a MOU for repairs of the historic wall seems beneficial to Augusta and its residents.
Financial Impact:	N/A
Alternatives:	<ol style="list-style-type: none"> 1. To approve entering into an agreement and accept the donation of materials and labor. 2. To move to no action.
Recommendation:	<ol style="list-style-type: none"> 1. To approve entering into an agreement and accept the donation of materials and labor.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta Concrete Block Co.

P.O. Box 514 • Augusta, Georgia 30903 • Hamburg at 5th Street Bridge
Phone 803/279-7620 • Toll Free 1-800-46BLOCK • Fax 803/441-6467

25 September 2023

To: Augusta – Richmond County Commissioners

From: Jim Farmer – Augusta Concrete Block Co.

Re: Magnolia Cemetery wall repair

Commissioners,

My name is Jim Farmer and I am with Augusta Concrete Block Co. We have been in business since 1946 and have supplied numerous projects in and around Augusta. The CSRA has been very good to us for many years.

On a recent visit to Magnolia Cemetery, I noticed a section of the east wall had been literally pushed over, allowing anyone to walk right into the property. I thought it was a shame for the wall to be in that condition, so I decided to take on the project to repair it.

I contacted a masonry contractor, Willie Mims, who is also a good customer. He looked at the wall with me and we agreed on the scope of the work and other details.

The wall will be rebuilt as closely as possible to the original design. The brick will be cleaned and used again. A custom color mortar will be used to replicate the original color. All of the work will be done at no cost to the City.

Magnolia Cemetery is a special and historic place. The east wall is probably 160 years old. It deserves to be rebuilt and kept in good condition.

Thank you,



Jim Farmer

President

Augusta Concrete Block Co.

**MEMORANDUM OF UNDERSTANDING BETWEEN
Jim Farmer – Augusta Concrete Block Co.
AND
THE PARKS AND RECREATION DEPARTMENT OF AUGUSTA, GEORGIA**

Memorandum of Understanding

between

The Augusta-Richmond County Commission
535 Telfair Street
Augusta, GA 30901
(Hereinafter “the Commission”)

and

Jim Farmer, Augusta Concrete Block Co.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on this 25th day of September, 2023, by and between AUGUSTA, GEORGIA (“Augusta”), a political subdivision of the State of Georgia and Jim Farmer, Augusta Concrete Block Co., (“Third Party”), known collectively as the “Parties,” and clarifies the roles and responsibility of the Parties for the purpose of accepting in-kind donations (the “Work”).

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. PURPOSE

The purpose of this Memorandum is to provide the framework for the understanding and cooperation between Augusta, Georgia, by and through the Parks and Recreation Department and J. Farmer, for the donation of in-kind labor and materials to repair wall at Magnolia Cemetery.

II. THE WORK

Augusta authorizes the Parks and Recreation Department to accept the labor and materials donation described herein.

III. OBLIGATIONS OF THE PARTIES

The Parties acknowledge that the Work is a joint project and both agree to work closely together to successful completion of the work.

- a. Obligations of Augusta:
 - i. **Permitting and Supervision** – Augusta, Georgia shall supply and provide such permissions and permits to conduct the Work. Augusta, Georgia shall supervise the Work as to their discretion. Augusta, Georgia shall not unreasonably withhold any permissions in order to accept the labor and materials and complete the work.
 - ii. **Donation Letters** – Augusta, Georgia shall supply, through its Finance Department, such letters demonstrating the acceptance of the labor and materials for federal, state, and local tax purposes upon request of J. Farmer.
- b. Obligations of Third Party:
 - i. **Donations of in-kind labor and materials** - The Third Party shall provide to the Work the labor and materials as described in Exhibit A, attached herein.
 - ii. **Subsidiary and Unexpected Expenses** – THIRD PARTY shall be solely responsible for paying or providing any expenses, labor, or materials sufficient to cover the Work contemplated under this paragraph, regardless of whether those expenses or provisions were described in Exhibit “A”.
 - iii. **Work Site Maintenance** – THIRD PARTY shall solely be responsible for maintaining and securing the physical locations where the Work is being conducted. Upon completion of the Work, or the termination of this MOU, THIRD PARTY must to its best ability return the location of the Work to a safe and usable environment by the general public. Augusta, Georgia shall be permitted to demand specific performance under this subclause, and this subclause shall survive the termination of the MOU.

IV. FUNDING

Unless specifically mentioned otherwise, nothing in this Memorandum of Understanding shall be interpreted as a commitment of funds by either Party. Augusta, Georgia shall not be obligated to provide any funding, materials, or labor except as explicitly and specifically provided in this Agreement.

V. TERM, TERMINATION, NOTICES.

The term of this MOU commences on the execution of this MOU by both parties and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the MOU. This MOU may be

terminated upon thirty (30) days' written notice by either Party. This MOU shall terminate automatically, with no further extensions, four (4) years' after the execution of the MOU by both Parties. .

All notices, demands and requests which may be required to be given from one party to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for Jim Farmer – Augusta Concrete Block Co:

Jim Farmer
Augusta Concrete Block Co
P.O. Box 514
Augusta, GA 30903

If intended for Augusta, Georgia:

Office of Mayor
Attn: Garnett L. Johnson
535 Telfair St. Suite 200
Augusta, GA 30901

Copy:

Augusta Parks & Recreation Department
Attn: Director Maurice McDowell
2027 Lumpkin Road
Augusta, GA 30906

VI. INDEMNIFICATION, INSURANCE, INSPECTION

THIRD PARTY agrees to indemnify and hold harmless Augusta, Georgia, its officers, agents, and employees from any and all claims in any way related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring during or having any relation to the Work, including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia in connection therewith. Without limiting the foregoing, THIRD PARTY further agrees to maintain at all times during said period, at THIRD PARTY's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the Work sufficient to cover claims subject under this paragraph. THIRD PARTY shall permit, upon reasonable demand, Augusta, Georgia to inspect the Work, any physical locations in connection with the Work, and such papers, documents, and/or data held by THIRD PARTY in connection to the Work.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and THIRD PARTY with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and THIRD PARTY arising out

of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. THIRD PARTY, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

2. THIRD PARTY 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, THIRD PARTY is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of THIRD PARTY's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that THIRD PARTY may be precluded from recovering payment for such unauthorized goods or services. Accordingly, THIRD PARTY agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if THIRD PARTY provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by THIRD PARTY. THIRD PARTY assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

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

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than THIRD PARTY and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, THIRD PARTY may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta, Georgia.

12. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

13. THIRD PARTY affirms and states that it is receiving no benefit whatsoever from the Work as described in this Agreement.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Jim Farmer

Augusta, Georgia

By: _____

By: _____

Name: Jim Farmer Name: Garnett L. Johnson

Title: President, Augusta Concrete Block Co Title: Mayor

Date: 25 September 2023 Date: _____



Commission Meeting

October 17, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – John Bean Technologies Corporation (JBT) Consent of Assignment
Presenter:	Herbert Judon
Caption:	Motion to approve the Consent of Assignment between Augusta, Georgia and John Bean Technologies Corporation (JBT). Approved by the Augusta Aviation Commission on September 21, 2023. (Approved by Public Services Committee October 10, 2023)
Background:	<p>On February 21, 2023, the Augusta Commission approved an agreement with John Bean Technologies Corporation (JBT), through its business unit JBT Aerotech, Jetway Systems, for the production and purchase of two passenger boarding bridges. These bridges are under construction and scheduled for delivery in the last quarter of 2023.</p> <p>In June 2023, the Augusta Regional Airport was notified by JBT that they agreed to sell the JBT Aerotech portion of their Company. The Aerotech division produces passenger boarding bridges and other aviation/ground support products. The Aerotech division is now fully owned by the Oshkosh Corporation.</p>
Analysis:	This corporate change has no impact on the relationship and/or contractual obligations with the Augusta Regional Airport. However, this action is requesting to approve assignment of all obligations between Augusta and the new corporate entity, Oshkosh.
Financial Impact:	N/A
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

CONSENT OF ASSIGNMENT

THIS CONSENT (this “*Consent*”) is made as of this ____ day of _____, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia (“*Augusta*”), by and through its Augusta Aviation Commission, and John Bean Technologies Corporation (“*JBT*”), through its business unit JBT Aerotech, Jetway Systems (“*JBT Aerotech*”).

RECITALS

WHEREAS, Augusta and JBT are Parties to a Contract to Construct the Passenger Bridges for Gate 3 and Gate 4 at Augusta Regional Airport, effective _____, 2023 (“*Contract*”).

WHEREAS, JBT intends to enter into a transaction (the “*Transaction*”) pursuant to which all assets of its wholly owned subsidiary, JBT Aerotech, which includes the subject matter project in said Contract, and equipment to Oshkosh Corporation (“*Oshkosh*”) an entity incorporated under the laws of the State of Wisconsin; and

WHEREAS, Section 23 of the Contract provides that any assignment of said Contract shall require the prior written consent of Augusta; and

WHEREAS, it is a condition to the consummation of the Transaction that Augusta consent to the Assignment resulting from the Transaction; and

WHEREAS, it is for the mutual benefit and best interest of all parties that said Assignment be approved.

NOW, THEREFORE, and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Augusta hereby (a) consents, in advance, to the Assignment, (b) waives any right to declare a breach of the Contract by JBT resulting from the Assignment, and (c) agrees that (i) the Contract is in full force and effect. Augusta's consent to the assignment that will occur upon the consummation of the Transaction shall constitute Augusta's agreement that Oshkosh shall be entitled to continue to enforce the Contract against Augusta and that, similarly, Augusta shall have the right to continue to enforce the Agreement against Oshkosh after the Assignment.
2. Except as provided herein, the Contract shall remain in full force and effect.
3. Augusta and JBT acknowledge and agree that this Consent may not be amended or modified in any manner by the Parties hereto without receiving Augusta's prior written consent.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Consent of Assignment as of the date first above written, intending to be legally bound hereby.

AUGUSTA, GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

Date: _____

JOHN BEAN TECHNOLOGIES CORPORATIONS

By: _____

Name: _____

Title: _____



Commission Meeting

October 17, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Master Agreement for Professional Engineering, Architectural and Construction Administration Consulting Services RFP 23-158
Presenter:	Herbert Judon
Caption:	Motion to approve Professional Services Contract with Mead & Hunt, Inc. to perform Engineering, Architectural, and Construction Administration services and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-158 (Approved by Public Services Committee October 10, 2023)
Background:	Augusta GA via the Procurement Department and Augusta Regional Airport advertised a new 5-year on-call professional services agreement for Engineering, Architectural and Construction Administration Services in March 2023 per all Federal requirements. Bids were opened and read publicly on April 10, 2023, at 1:00 pm at the Augusta Procurement Department. Four responsive bids were received. The new Agreement will commence on November 1, 2023.
Analysis:	Mead & Hunt received the highest scores on the evaluation. Based on Augusta Regional Airport's review and scoring completed on June 1, 2023, we recommend awarding the professional services contract to Mead & Hunt, Inc. Based upon our review and the City's Procurement Department's review, we believe Mead & Hunt has submitted a responsive bid and is a responsible and experienced professional aviation engineering firm.
Financial Impact:	The contract encompasses multiple subcontracts (Work Authorizations, or WAs), assigned to the design and the construct management/administration for each Airport's improvements project acknowledged by the Federal Aviation Administration (FAA) and budgeted during the contract periods, including in the 2023 and 2024 budget. The annual cost is typically approximately 20% of total capital improvements cost.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	551081301-5412110, 5413120, 5421110

551081302-5421110,
551081303-5412110,
551081304-5319150, 5412110,
551081305-5319150, 5412110, 5413130,
551081306-5412110, 5413130, 5414910

REVIEWED AND
APPROVED BY:

N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Monday, April 10, 2023 @ 1:00 p.m.** via ZOOM Meeting ID: 828 0043 8988; Passcode: 199429 for furnishing:

RFQ Item #23-158 Professional Engineering, Architectural, and Construction Administration Consulting Service for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 24, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 2, 9, 16, 23, 2023
Metro Courier March 2, 2023

Revised: 3/22/21

**MASTER AGREEMENT FOR
PROFESSIONAL AIRPORT ENGINEERING, ARCHITECTURAL,
AND CONSTRUCTION ADMINISTRATION SERVICES
BETWEEN
AUGUSTA, GEORGIA AND MEAD & HUNT, INC.**

This AGREEMENT made this _____ day of August 2023 between **Augusta, Georgia**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission at Augusta Regional Airport at Bush Field, hereinafter referred to as "OWNER," and **Mead & Hunt, Inc.**, a Wisconsin Corporation, authorized to do business in the State of Georgia, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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WHEREAS, the OWNER is the owner and operator of the Augusta Regional Airport at Bush Field located in Augusta, Georgia, hereinafter referred to as "AIRPORT"); and

WHEREAS, OWNER wishes to engage CONSULTANT to perform airport engineering, architectural, and construction administration services for project development at AIRPORT on the terms and conditions stated herein; and

WHEREAS, CONSULTANT desires to accept OWNER's engagement to perform airport engineering, architectural, and construction administration services for project development at AIRPORT on the terms and conditions stated herein;

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereafter provided and for the payments to be made therefore by the OWNER, the CONSULTANT and the OWNER do hereby agree as follows:

SECTION 1 GENERAL DESCRIPTION OF SERVICES

- 1.1 This AGREEMENT constitutes an ordering agreement for an undefined quantity of consultant services based on Augusta, Georgia Request for Qualification Item #23-157. These services generally may include, but are not limited to:
 - 1.1.1 Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
 - 1.1.2 Perform Design, Bidding and Negotiation, Construction Administration, and Resident Engineering Services for the following project types:
 - 1.1.2.1 Construct/Rehabilitate Airfield Drainage Systems.
 - 1.1.2.2 Construct/Rehabilitate Airfield Pavement, Sitework, Electrical and NAVAIDS/ILS Improvements
 - 1.1.2.3 Remove/Mitigate Airport Obstructions
 - 1.1.2.4 Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance)
 - 1.1.2.5 Construct/Rehabilitate Airport Roadways and Parking Lots
 - 1.1.2.6 Install/Upgrade Airport Fencing and Security Systems
 - 1.1.3 Conduct Land Acquisition
 - 1.1.4 Such other airport-related work as the OWNER may deem necessary
- 1.2 Subject to and in accordance with this AGREEMENT, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary airport engineering, architectural, and construction administration services. These services when performed in accordance with acceptable

consulting practice and professional standards shall be the limits of the CONSULTANT's responsibility under the AGREEMENT.

- 1.3 As specific needs for services are required, the OWNER will enter into a Project Task Order with the CONSULTANT. The Task Order shall include: project description, scope of work, and proposed schedule of milestones, and project fees including labor and expenses, and incorporated into this AGREEMENT by Addendum. Such task orders shall be prepared by the CONSULTANT and when requested by the OWNER, be submitted for review to Georgia Department of Transportation (GDOT) Aviation Programs, Federal Aviation Administration (FAA) or any other approving regulatory agency. Changes to scope or fees of executed Task Order must be made in writing by OWNER and incorporated herein by Addendum.

SECTION 2 BASIC SERVICES

- 2.1 Project Development Phase: After written authorization to proceed the CONSULTANT shall:
- 2.1.1 Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
 - 2.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from other's data or services of the types described in Section 3. Assist the OWNER in contracting for such services; or, at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with others to provide the necessary data or services.
 - 2.1.3 Prepare preliminary designs necessary to determine the type, size and scope of the improvement project based upon projected aviation activity and current airport standards.
 - 2.1.4 Prepare preliminary statement of probable construction cost for the project.
 - 2.1.5 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order
- 2.2 Design Phase: After written authorization by OWNER to proceed the CONSULTANT shall:
- 2.2.1 In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
 - 2.2.2 Prepare a design report in accordance with FAA criteria which shall include but not necessarily be limited to:
 - 2.2.2.1 An analysis and reasons for the design choices;
 - 2.2.2.2 An analysis of the manner that the work will be accomplished; and
 - 2.2.2.3 A statement of probable construction cost based upon the final design.
 - 2.2.3 Advise the OWNER of needed additional services and assist the OWNER in the evaluation and selection of other professionals to provide additional services, such as soil borings, laboratory tests and surveys; or, at OWNER's option and with OWNER's written approval before work is

initiated, CONSULTANT will contract with other professionals to provide such additional services.

- 2.2.4 Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
- 2.2.5 Submit appropriate documents to state and federal agencies for necessary approvals and permits.
- 2.2.6 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order.
- 2.2.7 Assist the OWNER in securing bids, tabulation and analysis of bid results.

2.3 Construction Phase: During the Construction Phase, the CONSULTANT shall provide the following services:

- 2.3.1 Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
- 2.3.2 Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
- 2.3.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. CONSULTANT shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
- 2.3.4 Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
- 2.3.5 Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
- 2.3.6 Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The CONSULTANT is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the CONSULTANT's control, without due compensation.

- 2.3.7 Advise the OWNER of needed additional services described in Section 3 and assist the OWNER in the acquisition of such services as appropriate.
- 2.3.8 Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.
- 2.3.9 From information provided by the resident project representative and surveys made under additional services or by others, compute final quantities of work completed by contractors on the project.
- 2.3.10 Make a final inspection with OWNER and government representatives of the completed work and provide a report of CONSULTANT'S recommendations regarding contractor's final earnings.
- 2.3.11 Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
- 2.3.12 The CONSULTANT shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the CONSULTANT from liability for failure to perform properly duties undertaken by the CONSULTANT under this AGREEMENT.
- 2.3.13 Prepare "Record Drawings" based upon information provided by the resident project representative. Furnish paper and electronic copies of the "Record Drawings" to the OWNER.

SECTION 3 ADDITIONAL SERVICES

- 3.1 At the written request of the OWNER, the CONSULTANT shall accomplish such additional services as required by the OWNER to complete the project. At the option of the OWNER, additional services may be provided by the OWNER through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide additional services, such services may be provided by CONSULTANT's own forces or through subcontracts with other professionals. However, contracts with other professionals for additional services must have the written approval of the OWNER before the work is initiated. Additional services which may be requested may include, but are not necessarily limited to the following:
 - 3.1.1 Land Surveys as are necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
 - 3.1.2 Soil and Materials Investigations to include test borings, laboratory testing of soils and materials, related analyses and recommendations.
 - 3.1.3 Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.

- 3.1.4 Prepare pre-applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance. Prepare OWNER's applications for partial and final payment for submission to government agencies.
- 3.1.5 Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION 6.
- 3.1.6 Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- 3.1.7 Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- 3.1.8 The accomplishment of additional surveys and investigations, and the preparation of additional reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.9 Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA/DOT, as required, and beyond the control of the CONSULTANT, that may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.10 Extra work required to Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- 3.1.11 Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- 3.1.12 Prepare DBE Plans and/or Updates for existing DBE Plans.

SECTION 4 RESPONSIBILITIES OF THE OWNER

- 4.1 OWNER shall provide all criteria and full information as to the OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever he observes or otherwise becomes aware of any defect in the work.
- 4.2 OWNER shall also do the following and pay all costs incident thereto:
 - 4.2.1 Furnish to CONSULTANT core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which CONSULTANT may rely upon in performing his services. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.

- 4.2.2 Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as needed for project-related work.
- 4.2.3 Provide for legal representation for defense of OWNER's officers, directors, employees, and agents against any claim or suit brought by any third party; provided, however, that this provision shall not relieve CONSULTANT of its obligation to indemnify OWNER as required in Section 9 of this AGREEMENT.
- 4.2.4 Provide field control surveys and fix reference points and base lines. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.
- 4.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- 4.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).
- 4.4 OWNER shall:
 - 4.4.1 Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT(s) including previous reports and any other data relative to the PROJECT(s).
 - 4.4.2 Furnish to CONSULTANT, as required for the performance of CONSULTANT'S services, all reasonably available as-built data on the PROJECT(s) elements.
 - 4.4.3 When requested by the CONSULTANT, aid in procuring approvals and permits from all governmental authorities having jurisdiction over the PROJECT(s) and such approvals and consents from others as may be necessary for completion of the PROJECT(s). The CONSULTANT will prepare the necessary documents that will be required to be submitted with the permit applications. In addition, as directed by OWNER the CONSULTANT will attend meetings and work with the representatives of the appropriate authorities to secure approvals of the PROJECT(s). The OWNER will assist in this process.
 - 4.4.4 Designate in writing a person to act as OWNER 'S representative with respect to the services to be rendered under this AGREEMENT. Such persons shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies and decisions with respect to materials, equipment elements, and systems pertinent to CONSULTANT'S services.
 - 4.4.5 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work.
 - 4.4.6 Reimburse the CONSULTANT for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known and as established by the change to Task Order.

- 4.4.7 The OWNER reserves the right to contract with other consultants during the term of this AGREEMENT, whether or not such consultants may perform work that the CONSULTANT could perform pursuant to this AGREEMENT.

SECTION 5 RESPONSIBILITIES OF THE CONSULTANT

- 5.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, specifications, reports and other services.
- 5.2 Approval by the OWNER of drawings, design, specifications, reports, and incidental Consulting work or materials furnished hereunder shall not in any way relieve the CONSULTANT of his responsibility for the technical adequacy of his work.
- 5.3 CONSULTANT shall maintain the following insurances, at its own expense, throughout the duration of this Agreement: statutory Workers' Compensation Insurance Comprehensive General Liability Insurance; Automobile Liability Insurance; and Engineer's Professional Liability Insurance. Airport shall be provided a certificate(s) of such insurance coverage. Such insurance certificate(s) shall indicate that the coverage may not be terminated without a minimum of thirty (30) days advance notice being provided to Airport. The coverage shall be applicable for any claims made either during the duration of this Agreement within the applicable statute of limitations period for such claims. The minimum limits of insurance coverage shall be as set forth below:

- A. Workers' Compensation: Statutory
- B. Comprehensive General Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
- C. Comprehensive Automobile Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
- D. Professional Liability: \$1 Million
- E. Excess Liability: Umbrella Form - Aggregate/Each Occurrence: \$4 Million (\$5 Million Total)

CONSULTANT shall provide OWNER with insurance certificates as proof of coverage; provided, however, that neither CONSULTANT's failure to provide nor OWNER's failure to request such certificates shall relieve CONSULTANT of the obligation to maintain such insurance coverage during the entire term of this AGREEMENT.

- 5.4 The CONSULTANT is not responsible under this AGREEMENT to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety CONSULTANT, or for the safety of the Contractor's personnel, or to guarantee the Contractor's workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

- 5.5 The CONSULTANT shall assign sufficient qualified personnel for completion of each project Task Order within the project's approved schedule.
- 5.6 The CONSULTANT shall perform services for the OWNER with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations. The CONSULTANT shall produce deliverables conforming to all FAA and State Aviation Regulations as required.
- 5.7 From time to time, CONSULTANT may have a need to subcontract portions of contracted work to qualified subcontractors and will include clear indication of such additional services to be subcontracted within the Task Order.

SECTION 6 – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

- 6.1 General: Resident project representative as CONSULTANT's agent will act as directed by and under the supervision of CONSULTANT and will confer with CONSULTANT regarding his actions. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with the OWNER, CONSULTANT, and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 6.2 Duties and Responsibilities: Resident project representative will:
 - 6.2.1 Schedules: Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with CONSULTANT concerning their acceptability.
 - 6.2.2 Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and OWNER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 6.2.3 Liaison:
 - 6.2.3.1 Serve as CONSULTANT's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist CONSULTANT in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
 - 6.2.3.2 As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
 - 6.2.4 Shop Drawings and Samples:
 - 6.2.4.1 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify CONSULTANT of their availability for examination.

- 6.2.4.2 Advise CONSULTANT and contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by CONSULTANT.
- 6.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 6.2.5.1 Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the Contractor is not actually working to assist the CONSULTANT in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
 - 6.2.5.2 Report to CONSULTANT and OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise CONSULTANT and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires additional testing, inspection or approval.
 - 6.2.5.3 Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to CONSULTANT appropriate details relative to test procedures and startups.
 - 6.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CONSULTANT.
- 6.2.6 Interpretation of Contract Documents: Transmit to contractor CONSULTANT's clarifications and interpretations of the contract documents.
- 6.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to CONSULTANT.
- 6.2.8 Records:
 - 6.2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions or original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CONSULTANT's clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.
 - 6.2.8.2 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material installed on the project, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in

general and specific observations in more detail as in the case of observing test procedures. Send copies to CONSULTANT.

- 6.2.8.3 Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

6.2.9 Reports:

- 6.2.9.1 Furnish CONSULTANT periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

- 6.2.9.2 Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the work.

- 6.2.9.3 Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.

- 6.2.10 Payment Requisitions: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

- 6.2.11 Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to CONSULTANT for his review and forwarding to OWNER prior to final acceptance of the work.

6.2.12 Completion:

- 6.2.12.1 Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- 6.2.12.2 Conduct final inspection in the company of CONSULTANT, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- 6.2.12.3 Verify that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

6.3 Limitations of Authority: Except upon written instructions of CONSULTANT, resident project representative:

- 6.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.

- 6.3.2 Shall not exceed limitations on CONSULTANT's authority as set forth in the contract documents.

- 6.3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
- 6.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- 6.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
- 6.3.6 Shall not authorize OWNER to occupy the project in whole or in part.
- 6.3.7 Shall not participate in specialized field or laboratory tests.

SECTION 7 COMPENSATION

- 7.1 Payments to CONSULTANT made under this AGREEMENT shall be made at the fee and method mutually agreed upon by the parties as set forth in the Task Order.
- 7.2 Written approval from the OWNER shall be required in order to authorize the CONSULTANT to proceed with services above the fees established in the approved Task Order.
- 7.3 CONSULTANT shall submit monthly progress invoices for monthly and each invoice will indicate project fees per element, percentage of completion, total amount due, and a brief description of the specific work performed during the invoice period. Additional documentation will be available at the request of the OWNER.
- 7.4 Progress payments for services shall be made monthly to the CONSULTANT by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.
- 7.5 All payments to CONSULTANT shall be made within 30 days from date of invoice, unless the OWNER has a good-faith dispute regarding the amount or other legitimacy of an invoice.

SECTION 8 TERMINATION

- 8.1 This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party not less than ten (10) calendar days written notice of intent to terminate, provided that the other party is given an opportunity for consultation with the terminating party prior to termination.
- 8.2 This AGREEMENT may be terminated in whole or part in writing by the OWNER for its convenience not less than ten (10) calendar days written notice of intent to terminate, provided that the CONSULTANT is given an opportunity for consultation with the OWNER prior to termination.

Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as

may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process.

- 8.3 If this AGREEMENT is terminated by either party, the CONSULTANT shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments which had become firm prior to the termination. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the CONSULTANT. If the AGREEMENT is terminated by the OWNER for default of the CONSULTANT, the amount due the CONSULTANT may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the CONSULTANT's default.

SECTION 9 INDEMNIFICATION

- 9.1 CONSULTANT shall indemnify and hold harmless OWNER and all of its officers, personnel, and agents from and against any and all claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, losses and expenses, including reasonable attorney's fees, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise arising out of or resulting from the performance of the services, unless that any such claim, damage, loss or expense is caused by the negligent or intentional act, omission, and/or strict liability of OWNER, anyone directly employed by OWNER, or anyone for whose acts any of them may be liable.

SECTION 10 DISPUTE RESOLUTION

- 10.1 Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this AGREEMENT or breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within Richmond County, Georgia.

SECTION 11 EFFECTIVE DATE AND TERM

- 11.1 The effective date of this AGREEMENT is the date of its execution as set forth above. This AGREEMENT shall continue for a term of five (5) years, unless sooner terminated by either party in accordance with Section 8.

SECTION 12 GENERAL PROVISIONS

- 12.1 Consultant Status: The CONSULTANT is an independent contractor, and nothing contained in this AGREEMENT shall constitute or designate the CONSULTANT or any of its agents or employees as agents or employees of the OWNER. The CONSULTANT shall in no way represent itself by act or omission, to be an agent of the OWNER.
- 12.2 Governing Law: This AGREEMENT will be governed by and construed in accordance with the laws of the State of Georgia.
- 12.3 Legal Construction. If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

- 12.4 Georgia Security and Immigration Act of 2006. As of July 1, 2009, all contracts with Augusta, Georgia must have a certification from the Consultant that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with Augusta to execute the Consultant Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit.
- 12.5 Open Records. The Consultant acknowledges that all records relating to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Consultant shall notify Airport immediately of any request made under the Open Records Act and shall furnish Airport with a copy of the request and the response to such request.
- 12.6 Employment Eligibility Verification and Systematic Alien Verification for Entitlements (SAVE). All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All Consultants and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IR.CA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Consultants 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 consultant will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300- 10-01-.08 or a substantially similar form. All subcontractors 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.
- 12.7 Non-Collusion of Consultant. By submission of a proposal, the Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief:
- A. The prices in its 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 consultant 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 Consultant 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.

- 12.8 Conflict of Interest. The Consultant certifies that it is not now engaged in any work, nor will it engage in subsequent assignments during the period that this Contract is in force, that will pose conflicts with the interests of the Airport relative to the work covered by this Contract. The Airport will be notified of any potential conflicts of interest by the Consultant prior to the Consultant's undertaking such assignments. The Consultant further agrees not to use any of the information it receives or any of its work product in any manner contrary to the Airport's interests both during the Contract's term and thereafter.

By submission of a proposal and entering into this Contract, the Consultant firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. No circumstances exist which cause a Conflict of Interest in performing the services required by this Contract, and
- B. That no employee of the County or Aviation Commission, nor any member thereof, not any public agency or official affected by this Contract, has any pecuniary interest in the business of the responding firm or its sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this Contract.

- 12.9 Modification and Legislative Authorization. "Consultant 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 Aviation Commission and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City or Airport under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City or the Airport under a Contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the Airport may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the Airport or the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the Airport or the City, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all City contracts for goods and services, except revenue producing contracts.

- 12.10 Notices: All written notices to OWNER by CONSULTANT shall be addressed to:

Augusta, Georgia - Augusta Regional Airport
 1501 Aviation Way
 Augusta, Georgia 30906
 Attention: Herbert L. Judon, Jr., Executive Director

With Copy: Augusta, Georgia - Law Department
 535 Telfair Street, Building 3000
 Augusta, Georgia 30901
 Attention: General Counsel

All written notices to CONSULTANT by OWNER shall be addressed to:

- 12.11 **Electronic Formats and Signatures:** The Parties agree and acknowledge that this AGREEMENT may be kept in electronic form and that an electronic version of this AGREEMENT will be just as valid and enforceable as the original. This AGREEMENT may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same with the original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this AGREEMENT.
- 12.12 **Reuse of Documents:** All documents including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT; and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction.
- 12.13 **Entire Agreement:** This AGREEMENT and any attachments referenced herein are incorporated herein for all purposes and, together, constitute the entire AGREEMENT and supersede all prior agreements and understandings between the parties concerning the subject matter of this AGREEMENT.
- 12.14 **Severability:** The invalidity, illegality or unenforceability of any provision of this AGREEMENT shall not affect the validity, legality or enforceability of any other provision of this AGREEMENT.

SECTION 13 MANDATORY FEDERAL CONTRACT PROVISIONS

- 13.1 The following federal statutes and regulations mandating certain contract provisions are incorporated herein by reference. Certain provisions are set forth below in the text of this AGREEMENT to comply with the federal statutes and regulations referenced in the below table. In the event of the omission of any language required by the referenced federal statutes or regulations, or in the event of a conflict between the textual provisions set forth in this AGREEMENT and the requirements of the referenced federal statutes or regulations, this AGREEMENT shall be deemed to incorporate any required language in the federal statutes or regulations and any conflicts shall be resolved in favor of the language required by the federal statutes or regulations. The term "Sponsor" in this Section 13 shall be construed as the OWNER.

Provision	Law/Statute
Civil Rights Act of 1964, Title VI Contractor Contractual Requirements	49 CFR Part 21
General Civil Rights Provisions in the Airport and Airway Improvement Act of 1982, Section 520	49 USC 47123
Participation by Disadvantaged Business Enterprises	49 CFR Part 26

Restrictions on Lobbying	49 CFR Part 20 Appendix A; 2 CFR Part 200 Appendix II; 31 USC 1352
Access to Records and Reports	2 CFR 200.333, 200.336
Breach of Contract Terms	2 CFR 200 Appendix II
Rights to Inventions	2 CFR 200 Appendix II; 37 CFR 401
Trade Restriction Clause	49 CFR Part 30
Termination of Contract	2 CFR 200
Fair Labor Standards Act	29 USC 201 et seq.; 29 CFR Chapter V
Occupational Safety and Health Act	29 CFR Part 1910
Veteran's Preference	49 USC 471112
Seismic Safety	49 CFR Part 41
Distracted Driving	Executive Order 13513; DOT Order 3902.10
Energy Conservation Requirements	42 USC 6201 et seq.
Equal Employment Opportunity	29 CFR 200 Appendix II; 41 CFR 60-1.4; 41 CFR 60-4.3
Clean Air/Water Pollution Control	2 CFR 200 Appendix II

- 13.2. General Civil Rights Provisions. The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 13.3 Title VI Civil Rights Assurances. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- 13.3.1 Compliance with Regulations: The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 13.3.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 13.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of Race, color, or national origin.

13.3.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

13.3.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

13.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or

13.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

13.3.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

13.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

13.4.1 Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

13.4.2 49 CFR Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

13.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 13.4.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794 et seq.) (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - 13.4.5 The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) (prohibits discrimination on the basis of age);
 - 13.4.6 Airport and Airway Improvement Act of 1982, as amended (49 USC 471, Section 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 13.4.7 The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 13.4.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - 13.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 13.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 13.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.Reg. at 74087 to 74100); and
 - 13.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).
- 13.5 Disadvantaged Business Enterprise (DBE) Assurances.
- 13.5.1 Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
 - 13.5.2 DBE Obligation: The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, all contractors shall take all necessary and reasonable steps

in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

- 13.6 Restrictions on Lobbying. The CONSULTANT certifies by signing this AGREEMENT, to the best of his knowledge and belief, that:
- 13.6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 13.6.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 13.6.3 The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.7 Access to Records and Reports. The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 13.8 Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR Part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative AGREEMENTS. This contract incorporates by reference the patent and inventions rights as specified in 37 CFR 401.14. The CONSULTANT must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
- 13.9 Trade Restriction Certification. The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.10 Fair Labor Standards Act. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor

Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The CONSULTANT has full responsibility to monitor compliance with the referenced statutes and regulations. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- 13.11 Occupational Safety and Health Act. This contract and all subcontracts that result from this solicitation incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 13.12 Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 13.13 Seismic Safety. In the performance of design services, the CONSULTANT agrees to furnish a building design and associated construction specifications that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of design services, the CONSULTANT agrees to furnish the OWNER a "certification of compliance" that attests to conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- 13.14 Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
- 3.15. Energy Conservation Requirements. The CONSULTANT and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

- 13.16 Equal Employment Opportunity. The mandatory contract language and mandatory specification language set forth in 41 CFR 60-1.4 and 41 CFR 60-4.3 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.17 Clean Air/Water Pollution Control. The CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The CONSULTANT agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- 13.18 This includes all other applicable current regulations not mentioned above, as well as covered under O.C.G.A regulations.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

OWNER:

AUGUSTA, GEORGIA

CONSULTANT:

MEAD & HUNT, INC.

By: _____

Garnett L. Johnson, Mayor

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

AUGUSTA GENERAL AVIATION COMMISSION

By: _____

Title: Chairman

Date: _____

Attest: _____


Approved as to Legal Form: _____



**RFQ Opening RFQ Item #23-158 Professional Engineering, Architectural, and
Construction Administration Consulting Services
for Augusta, GA – Augusta Regional Airport
Due: Monday, April 10, 2023 @ 1:00 p.m.**

Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 22
Total Electronic Notifications (Demandstar): 527
Georgia Procurement Registry: 1523
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	Save Form	Original	7 Copies
Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Yes	307873	Yes	Yes	Yes
W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339	Yes	110665	Yes	Yes	Yes
Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	Yes	1430084	Yes	Yes	Yes
Goodwyn Mills Cawood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Yes	829134	Yes	Yes	Yes

<div><div></div><div><div>Evaluation Sheet RFQ Item #23-158</div><div>Professional Engineering, Architectural, and Construction Administration Consulting Services</div><div>for Augusta, GA – Augusta Regional Airport</div><div>RFQ Evaluation Date: Friday, May 5, 2023 @ 11:00 a.m.</div></div></div>												
Vendors			Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Goodwyn Mills Cadwood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339		Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Goodwyn Mills Cadwood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores				
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	25	3.0	3.0	5.0	4.0		75.0	75.0	125.0	100.0
3. Organization & Approach Include		(0-5)	20	3.0	3.0	5.0	4.5		60.0	60.0	100.0	90.0
4. Scope of Services - Firm’s understanding of the Scope of Services and task requirements to be performed included in Section III. Firm’s method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms experience specifically consulting services in reference to aviation architectural, engineering, planning or construction administration services. b. Relevant project experience and performance on past similar projects. c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to commercial service airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.		(0-5)	15	3.0	3.5	5.0	3.0		45.0	52.5	75.0	45.0
5. Schedule of Work		(0-5)	10	3.0	3.5	4.0	4.0		30.0	35.0	40.0	40.0
6. Financial Stability		(0-5)	10	4.5	4.0	4.0	4.0		45.0	40.0	40.0	40.0
7. References		(0-5)	5	4.0	4.0	5.0	4.5		20.0	20.0	25.0	22.5
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			20.5	21	28	24		275.0	282.5	405.0	337.5	
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
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)				0	0	0	0		0.0	0.0	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)			20.5	21	28	24		275.0	282.5	405.0	337.5	
Internal Use Only												
Evaluator: ____ Cumulative ____ Date: ____ 6/1/23 ____												
Procurement Department Representative: ____ Nancy Williams ____												
Procurement Department Completion Date: ____ 6/1/23 ____												



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

June 1, 2023

Gerl Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Re: Award Recommendation – RFQ #23-158 Professional Engineering, Architectural and Construction Administration Consulting Services- Augusta Regional Airport

Dear Ms. Sams,

The Augusta Procurement Department has publicly bid the plans and specifications for the proposed RFQ #23-158 Professional Engineering, Architectural and Construction Administration Consulting Services- Augusta Regional Airport. Bids were opened and read publicly on June 1, 2023 at 10:00 am, local time at the Augusta Procurement Department.

Based on our review, we recommend awarding the bid to Mead & Hunt. The recommendation is to enter into contract negotiations with Mead & Hunt based on the RFQ selection committee scoring.

If you have additional questions, please contact me at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,


Herbert L. Judon, Jr.
Executive Director

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.

Weston & Sampson Engineers, Inc. 2023-03-02	arn@wseinc.com Kogut, Gail	N	NOM
Wiley Wilson 2023-03-02	bademail@doas.ga.gov Bass, Bob	N	NOM
Wiley Wilson 2023-03-02	bademail@doas.ga.gov Tibbs, Candy		
Wiley Wilson 2023-03-02	ebailey@wileywilson.com Bailey, Ezra		
Wood+Partners Inc. 2023-03-02	lyoust@woodandpartners.com Youst, Linda	N	NOM
XEROX STATE HEALTHCARE LLC 2023-03-02	jeff.smith@xerox.com Smith, Jeff	N	NOM
XEROX STATE HEALTHCARE LLC 2023-03-02	jonathan.matheny@conduent.com Matheny, Jonathan		
XEROX STATE HEALTHCARE LLC 2023-03-02	shssvregistrations@conduent.com BIDDESK2, BIDDESK2		
Xtreme Solutions, Inc. 2023-03-02	contactus@xtremesolutions-inc.com Ingram, Hervia	Y	AFA
nleague services Inc 2023-03-02	santhi.sri@nleague.com sripathy, vasanthi	N	NOM
pro geotech inc 2023-03-02	najjar.w@gmail.com Najjar, Walid	N	NOM
rohadfox Construction Control Services C 2023-03-02	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-03-02	rccsc@rccsc.net Rohadfox, Rebekah J.		
vda 2023-03-02	bademail@doas.ga.gov McGarr, John	N	NOM
vda 2023-03-02	kdonner@vdassoc.com Donner, Ken		

ETHNIC GROUP	COUNT
African American	67
Asian American	17
Native American	5
Hispanic/Latino	4
Pacific Island/American	2
Non Minority	573
Not Classified	0
Total Number of Vendors	668
Total Number of Contacts	1523

23-158

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

MORELAND ALTABELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

EMC ENGINEERING SERVICES
4106 COLBERN BLVD, STE 105
EVANS, GA 30809

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

AES
2300 LAKEVIEW PKWY,
ALPHARETTA, GA 30009

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

PAGASUS ASSOCIATES
INTERNATIONAL
1536 DUNWOODY VILLAGE PARKWAY
DUNWOODY, GA 30338

PBS & J, INC.
5665 NEW NORTHSIDE DRIVE
ATLANTA, GA 30328

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

Tim Weegar
AUGUSTA REGIONAL AIRPORT

PHYLLIS MILLS JOHNSON
COMPLIANCE DEPARTMENT

RFQ Item #23-158 Professional Engineering,
Architectural, and Construction
Administration Consulting Services for
Augusta, GA – Augusta Regional Airport
RFQ DUE: MON., April 10, 2023 @ 11 A.M.

[Bid Details](#)

[Audit Trail](#)

[Watchers List](#)

[Planholders](#)

[Postbid Viewers](#)

[Broadcast History](#)

Planholders

[Add Supplier](#)

[Export To Excel](#)

Supplier (22)

Supplier 	Download Date
Aero Systems Engineering	03/08/2023
Atlas Technical Consultants LLC	03/02/2023
Better Communities Collaborative	03/03/2023
Civil Services Inc	03/02/2023
Clemons Rutherford & Assoc Inc	03/03/2023
Cranston LLC	03/03/2023
Dodge Data	03/03/2023
Heath & Lineback Engineers, Inc.	03/02/2023
Jacobs	03/06/2023
JLUL LOGISTICS LLC	03/02/2023
Laney Walker Development Corporation	03/03/2023
Lunacon Construction Group	03/06/2023
MC Squared Inc	03/30/2023
Mead & Hunt	03/02/2023
Muns Services, LLC	03/02/2023

1 2

Showing 1-15 of 22

[Add Supplier](#)

Supplier Details

Supplier Name	Aero Systems Engineering
Contact Name	Rob Brethauer
Address	2700 Delk Rd SE Suite 100, Marietta, GA 30067-8846
Email	rob.brethauer@aerosys.net
Phone Number	770-423-4200

[Remove](#)

Documents

Filename	Type	Action
23-158_RFQ	Bid Document / Specifications	View History



Commission Meeting

October 17, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – OneGeorgia Equity Grant
Presenter:	Herbert Judon
Caption:	Motion to approve acceptance of OneGeorgia Equity Grant through the Augusta Economic Development Authority (AEDA). Approved by the Augusta Aviation Commission on September 21, 2023. (Approved by Public Services Committee October 10, 2023)
Background:	<p>The Augusta Economic Development Authority applied for and received a “OneGeorgia Equity Grant” in the amount of \$500,000 on behalf of the Augusta Regional Airport. This grant requires a \$1,000,000 match on the part of the Airport. This grant is targeted to fund sitework on a designated parcel of Airport property slated for potential new business development.</p> <p>Acceptance and approval of this action allows the grant to be in compliance with the City’s Policy and Procedure for Grant Compliance.</p>
Analysis:	<p>The grant will be used for resources to construct a shovel ready site improving the parcel of land at the Airport’s former maintenance compound. The Airport has received strong interest from a private sector company contemplating new business expansion on the site. If this comes to fruition, this enterprise will create additional business, new high paying aeronautical jobs, and increase Airport activity. In the event this particular opportunity does not move forward, the grant funds will still be used for site development at AGS.</p> <p>This grant process differs from the Airport’s standard process since the AEDA applied for and received the grant on behalf of the Airport. The Airport will serve a third party “pass through” role for the administration of the grant. The AEDA will administer the grant and will request the matching funds from the Airport as the construction process moves forward.</p>
Financial Impact:	The grant requires a \$1,000,000 local match. The project costs, state grant funds, and matching funds are incorporated in the 2024 budget.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	<p>551000000-3314110-Equity Grant</p> <p>551000000-3952110-Local match.</p>

**REVIEWED AND
APPROVED BY:**

N/A

PRELIMINARY ENGINEERING REPORT

ONEGEORGIA EQUITY GRANT

Prepared for:

AUGUSTA ECONOMIC DEVELOPMENT AUTHORITY

Prepared by:



FEBRAURY 1, 2023

T A B L E O F C O N T E N T S

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EXISTING CONDITIONS	3
PROPOSED CONDITIONS:.....	4
PERMITTING AND ASSOCIATED FEES.....	6

A P P E N D I C E S

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ONEGEORGIA GRANT INFORMATION

APPENDIX B

EXISTING CONDITIONS MAP

APPENDIX C

CONCEPTUAL SITE PLAN

APPENDIX D

CITY OF AUGUSTA PLAN REVIEW FEES

APPENDIX E

OPINION OF PROBABLE CONSTRUCTION COST

EXECUTIVE SUMMARY

The Augusta Regional Airport (Parcel No. 159-0-002-04-0) is located along Doug Barnard Parkway in Richmond County, Georgia approximately 8 miles south of downtown Augusta. Refer to Figure 1. The Augusta Regional Airport is applying for OneGeorgia Equity grant funding to construct a shovel-ready site at the Augusta Regional Airport. The shovel-ready site will attract new or existing industries to the airport, which will lead to job creation and investment in Augusta-Richmond County. The proposed project area is located south of Augusta Regional Airport's main terminal and is immediately south of the existing StandardAero building. The project area encompasses approximately 4-acres and is comprised of former building foundations, miscellaneous concrete and asphalt pavements, and abandoned utilities.

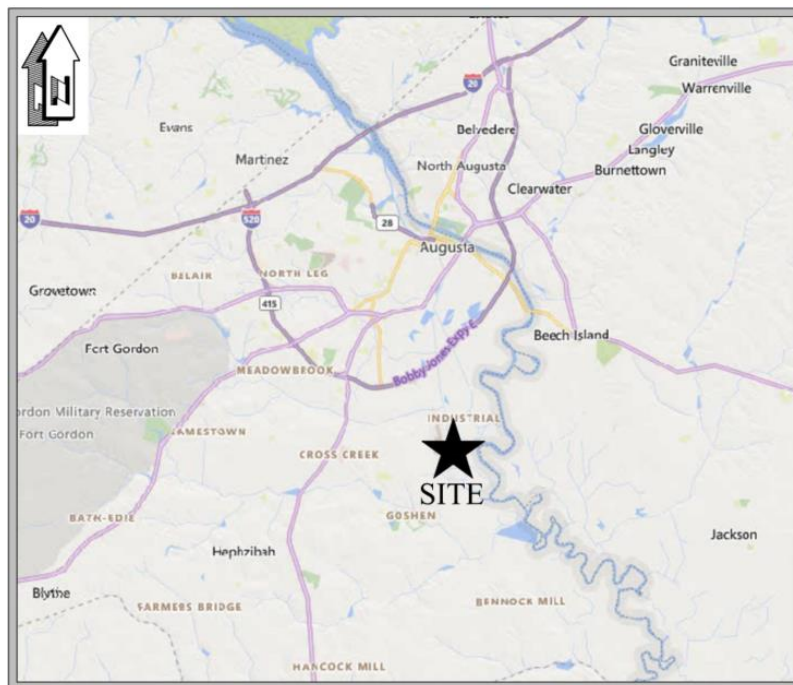


Figure 1: Vicinity Map

The development of a shovel-ready site will require demolition, extensive earthwork, and new utility connections. Grading and storm sewer improvements are necessary to assure appropriate building pad elevation and proper drainage conditions. Site lighting, fencing, and landscaping are also anticipated.

Permitting through the City of Augusta will be required. Permitting through other regulatory agencies such as FEMA or the Corps of Engineers is not anticipated.

EXISTING CONDITIONS

The project area was formally developed with several metal buildings used for storage, maintenance, or other airport related services. The existing site is accessed from Doug Barnard Parkway by an asphalt driveway. The existing driveway currently connects Doug Barnard Parkway to the airport's perimeter road. Topographic relief throughout the site is less than 2-feet of elevation change. The site has two soil classifications with the most prominent being Dogue Fine Sandy Loam, followed by Roanoke Loam. These soils have hydraulic soil classifications of C/D and C, respectively, meaning they are generally characterized as poorly draining soils.

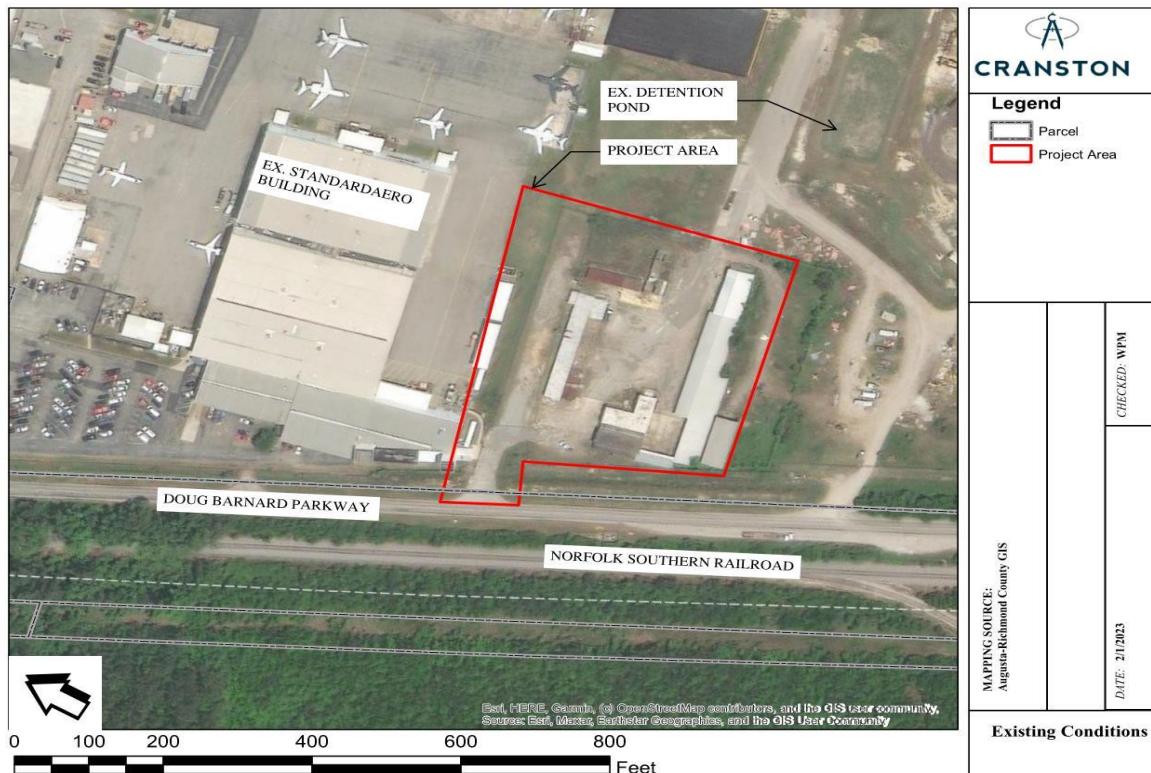


Figure 2: Existing Overall Map

Stormwater runoff generally drains from west to east across the site. Existing flows are directed to the existing stormwater detention pond that is located southeast of the site. The detention pond discharges into a grassed channel that conveys runoff to the roadside channel along Doug Barnard Parkway. No portion of this site is in the 100-Year flood plain as shown on the FEMA FIRM Panel Number 13245C0230H.

Existing utilities include a 6-inch ductile iron water main that serves a fire hydrant near the access drive. The 6-inch water main is fed from a 24-inch diameter water main in the western right-of-way Doug Barnard Parkway. Based on available information from Augusta Utilities Department and recent survey, sanitary sewer facilities are not located near the project area. The sewer service for the adjacent StandardAero Building is located on the north side of the building and extends

away from the proposed project site. An 18-inch diameter sanitary sewer trunk main is located within the western right-of-way of Doug Barnard Parkway. Norfolk Southern Railroad maintains rail facilities between Doug Barnard Parkway and the 18-inch sewer trunk main. Please refer to Appendix B and Figure 3 below.

Based on information provided Atlanta Gas Light, an existing 4-inch steel gas main is located within the eastern right-of-way of Doug Barnard Parkway. Overhead power and telecommunication utilities extend are also located on the east side of Doug Barnard Parkway immediately adjacent to the project area.

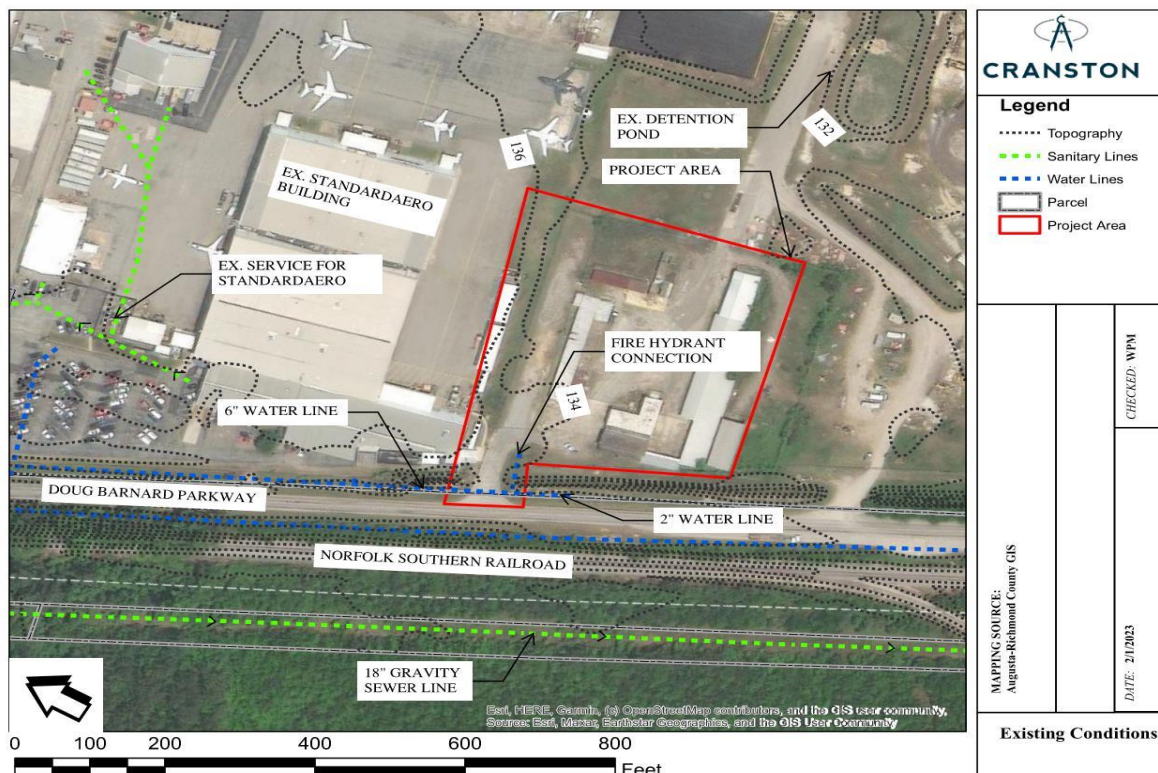


Figure 3: Existing Utility Map

PROPOSED CONDITIONS:

The proposed project scope includes the construction of a shovel-ready site for future development. To provide a shovel-ready site the existing building foundations and pavements will be removed. Existing utilities will be capped and removed to outside the limits of the building pad. New utilities will be extended to the building pad for future connection. There are two scenarios for providing sanitary sewer service to the proposed site. The first involves connection to the existing StandardAero building sewer service. This option may not be feasible as the sewer line is on the opposite side of the Standard Aero building from the proposed project area. The second consists of a new collection system that connects to the 18-inch diameter sanitary sewer trunk main

in the west side of Doug Barnard Parkway. This scenario would require boring new sewer facilities across Doug Barnard Parkway and the Norfolk Southern Railroad. Additional study and field survey of the existing sanitary sewer system will be required to determine the most appropriate option for sanitary sewer service. Proposed water and fire services can be provided via connection to the existing 6-inch diameter water main along the east side of Doug Barnard Parkway.

Anticipated drainage improvements include a storm sewer collection and conveyance system for runoff conveyance to the existing detention pond. Additional stormwater detention is not anticipated as a significant increase in impervious area is not anticipated. Water quality and runoff reduction improvements are required and would likely consist of low impact development measures such as grassed swales or infiltration trenches.

Power, telecommunications, and natural gas services can be extended from the existing facilities within the right-of-way of Doug Barnard Parkway.

To assure proper subgrade conditions for future building foundations, removal and replacement of existing soil material is anticipated. Imported structural soil materials should be uniformly placed and compacted to a prescribed elevation. The building pad shall be sloped and stabilized to avoid standing water and potential erosion, which would jeopardize the structural integrity of the subgrade material. A third-party Geotechnical Engineer currently licensed in the State of Georgia should observe all fill placement and compaction.

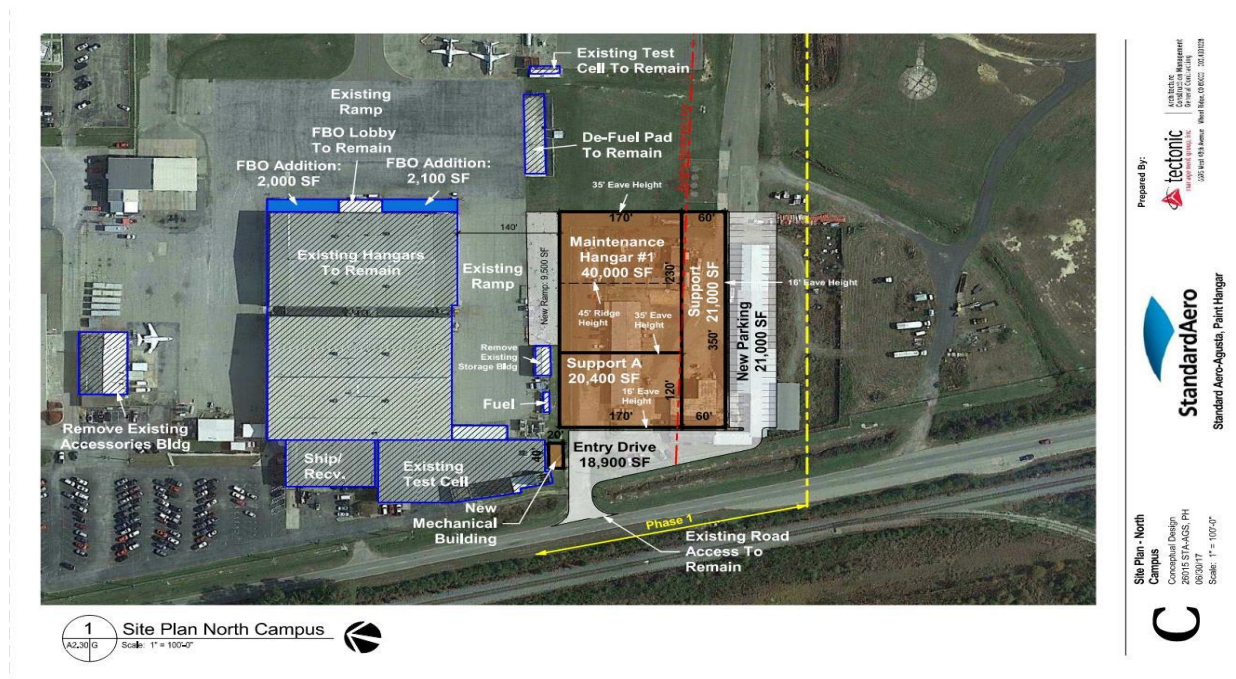


Figure 4: Conceptual Site Plan

The estimated total construction cost for the shovel-ready project is \$1,587,407.

PERMITTING AND ASSOCIATED FEES

The permitting and reviews associated with this project will be a multi-step process. First, a pre-design stormwater meeting with the Augusta Engineering Department will be required to discuss stormwater design and permitting requirements. Following design, permit drawings will be submitted to the City of Augusta Planning and Development for City wide review. The City has a self-imposed 45-day review timeline. The City of Augusta is a Local Issuing Authority (LIA) and will conduct the Erosion Pollution and Sediment Control Plan reviews. After receiving approval, the Notice of Intent (NOI) can be completed on the Georgia EPD Online System (GEOS) system. Land disturbance will not be able to commence until 14-days after the NOI has been filed. Municipal plan review fees are outlined in Appendix D. However, these may be waived for a City of Augusta lead project.

APPENDIX A

September 22, 2022

Ms. Diane Johnston
Augusta-Richmond County
534 Telfair Street
Augusta, Georgia 30901

Re: OneGeorgia Equity Fund Pre-application - Pre-Agreement Cost Approval (PACA)
Grant to develop shovel-ready site

Dear Ms. Johnston,

This letter is provided in response to the Augusta-Richmond County's OneGeorgia Equity pre-application requesting a grant to assist with developing a shovel-ready site on the airport campus.

Augusta-Richmond County proposes to use OneGeorgia Equity funds to construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport which will create new jobs and new investment in Augusta- Richmond County.

We understand the total project cost is estimated to be \$1,578,407 with requested grant funding from OneGeorgia Equity in the amount of \$500,000 for shovel-ready site improvements. Local funding toward the project includes a \$1,078,407 investment from the Augusta Regional Airport.

Based on the information in the pre-application, OneGeorgia understands the consolidated government will, in accordance with OneGeorgia Equity guidelines, apply for an Equity grant to provide \$500,000 for site improvements. The application should address local government finances and the ability or inability to accept alternate financing sources. Additionally, the application should include evidence of regional support. At this time, we would like to advise you the Equity application must include written commitments from all funding sources for the project's financing or address the status of those commitments. Please include:

- The Augusta-Richmond County December 31, 2021, audit;
- If not available, please provide a copy of the extension the consolidated government sent to the Department of Audits & Accounts;
- A copy of the commitment letter from the Augusta Regional Airport for its \$1,078,407 investment into the project;
- A copy of the preliminary engineering report (PER) to confirm project costs.

The application should also address the need for OneGeorgia grant funds at the requested amount.

Contingent upon the consolidated government successfully meeting the Equity program's selection criteria, obtaining an Equity funding award, and meeting applicable award contract conditions, OneGeorgia will allow any eligible project-related expenditure after September 19, 2022 (IPA submittal date), as reimbursable "pre-agreement costs." Any eligible costs will be subject to normal cost documentation requirements which can only be determined after a review of a complete application and receipt of an award if funded. The above PACA date will lapse after 180 days of the date of this letter, March 21, 2022, and a new pre-application will be required.

This letter is not a commitment to fund, notification of award, or acknowledgment that any proposed activities are eligible for Equity financing. Simply, certain activities carried out by the consolidated government after September 19, 2022 (IPA submittal date), but before a formal award, would not cause the consolidated government to become "ineligible" to receive an Equity award. Each Equity application must stand on its own merit and obtain sufficient points under the review process to obtain funding. Since the competitiveness of your Equity application is unknown at this time, **any group that secures financing and moves ahead with any portion of the project should do so with the full realization that Equity funding is not guaranteed.**

Please be advised the upcoming Equity deadline is October 14, 2022. The application should be submitted by the deadline. The most current Equity Application is available through the OneGeorgia website at https://gn.ecivis.com/GO/gn_redir/T/1ge2weyztqdf.

Two excellent resources for completing the application are the Equity Application checklist and score sheets. The checklist and score sheets contained in the Equity Application instructions are the same checklist and score sheets used to review and score Equity applications. The information is available through the OneGeorgia website at:
<https://www.dca.ga.gov/node/3352/documents/2091>.

Should you or any other interested party have any questions, feel free to contact OneGeorgia Authority Director, Gina Webb, at gina.webb@dca.ga.gov or (404) 387-1429.

Sincerely,

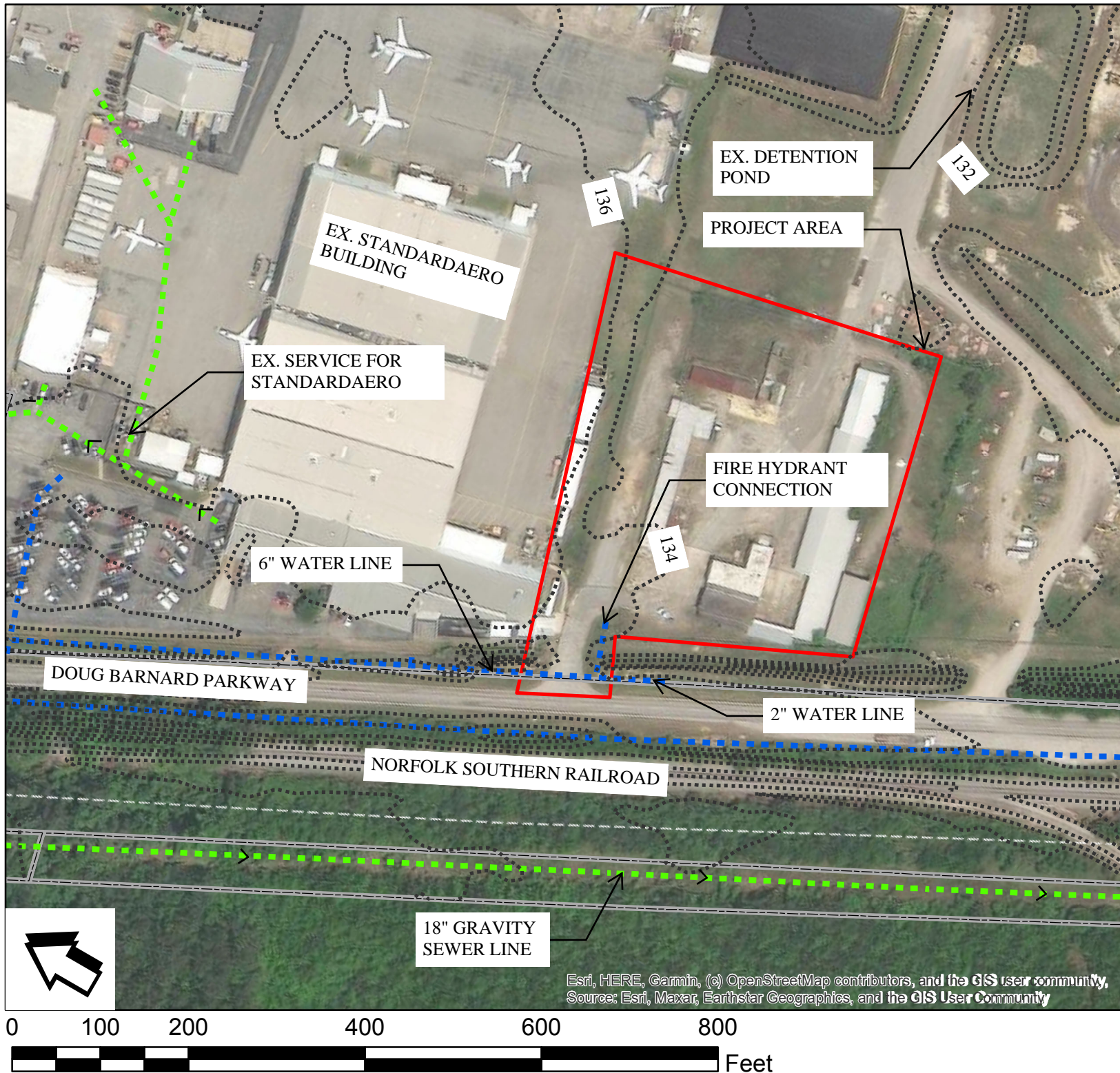



Brock Smith, Director
Office of Economic Development

BS/gw

cc: Michael Kimbell, CSRA Regional Commission
Tina Hutcheson, DCA

APPENDIX B




Item 22.

CRANSTON

Legend

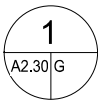
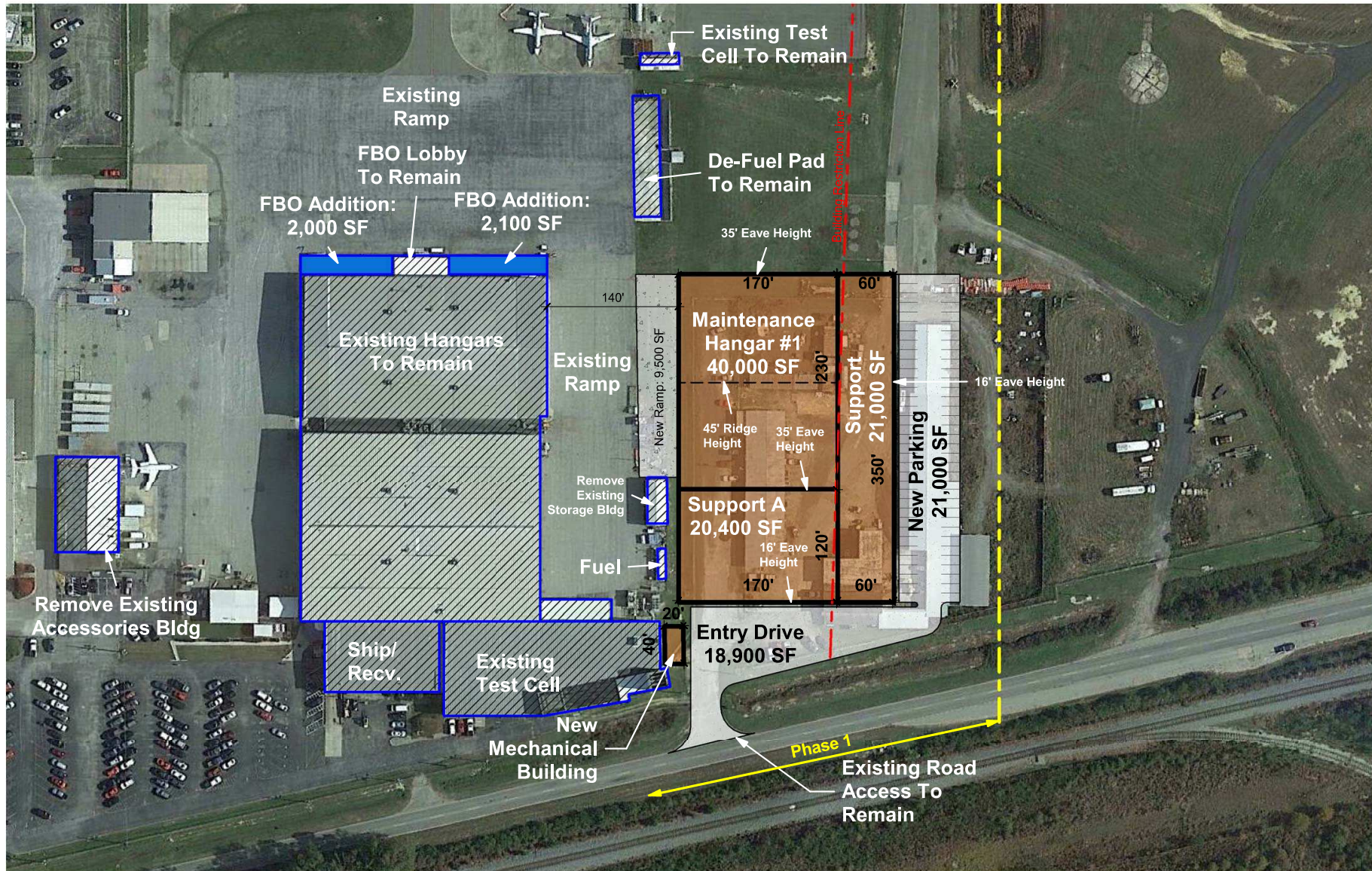
- Topography
- Sanitary Lines
- Water Lines
- Parcel
- Project Area

MAPPING SOURCE: Augusta-Richmond County GIS		CHECKED: WPM
		DATE: 2/1/2023

Existing Conditions

256

APPENDIX C



1 Site Plan North Campus
Scale: 1" = 100'-0"



Site Plan - North Campus
Conceptual Design
26015 STA-AGS, PH
06/30/17
Scale: 1" = 100'-0"



Standard Aero-Agusta, Paint Hangar

Prepared By:



Architecture
Construction Management
General Contracting
5595 West 43rd Avenue
Wheat Ridge, CO 80033 303.433.1226

APPENDIX D



Planning and Development

FEE SCHEDULE

Item 22.

Effective Date: March 1, 2017

ITEM	PRICE
REZONING, SPECIAL EXCEPTIONS, VARIANCES	
Rezoning Petition (A and R-1 zones)	\$800.00
All other zones - less than 10 acres	\$1,000.00
All other zones - More than 10 acres	\$1,250.00
Special Exception (Churches, Fam Care Home, Fam Daycare, Institutional uses)	\$800.00
Zoning Resolution	\$700.00
All other Special Exceptions	\$800.00
Board of Zoning Appeals Variance **Fee will double if work already initiated**	\$350.00
Board of Zoning Appeals Multiple Variances	\$700.00
LAND DEVELOPMENT PLAN AND LOT REVIEW	
Site Plan Review (Properties under 1acre)	\$350.00
Properties over 1acre & up to 5 acres	\$800.00
Properties over 5 acre & up to 10 acres	\$1,200.00
Properties over 10 acres	\$1,500.00
Telecommunication Towers	\$1,800.00
Plan revisions (each revision including subdivisions)	\$200.00
Re-submittal after 3 rd review	\$800.00
Misc. (50% of Plan Review Fee)	\$100.00
PUD / PDR Plan Revisions	\$100.00
Administrative Approval	\$100.00
Subdivision lot review/approval -1 (Mortgage Plat)	\$20.00/ lot
Review / approval- 2 to 4 lots	\$50.00/ lot
Review / approval- 5 to 10 lots	\$25.00/ lot
Subdivision / Development Plan	\$25.00/ lot
Final Plat (where Development Plan is approved)	\$100.00/ lot
Subdivision Variance **Fee will double if work already initiated**	\$500.00
Mobile Home Park Review	\$100.00 + \$25/lot
TREE VARIANCE AND INSPECTION	
Tree Variance	\$350.00
Tree Inspection	\$50.00
Non-compliance Fee (each time)	\$50.00
HISTORIC PRESERVATION DESIGN REVIEW	
HPC (COA) Certificate of Appropriateness- Staff Approval	\$25.00
Commission approval - demolition or major renovations	\$200.00
Minor renovations	\$100.00
HPC remodeling & additions for accessory structure	\$125.00



Planning and Development

FEE SCHEDULE

Item 22.

Effective Date: March 1, 2017

ITEM	PRICE
PERMITS	
Preliminary Permit for Family Care Home (HO-FCH) & (Family Day Care)	\$150.00
Final Permit Home Occupation Family Care Home (HO-FCH) & (Family Day Care)	\$100.00
Code Enforcement Inspection for (HO-FCH) & (Family Day Care)	Personal care home \$100.00
Second (2nd) Inspection (increases in increments of \$50.00 for each additional inspection)	\$100.00
Home Occupation Special Use Permit	\$150.00
Individual & Commercial Mobile Home Permits	\$75.00
Construction Trailer permit w/approved site plan	\$50.00
Construction Trailer permit if plan needs to be approved	\$100.00
MISCELLANEOUS	
Parking Variance	\$350.00
Re-Advertisement of Application	\$200.00
Zoning Confirmation letter	\$50.00
COPIES	
Wide Format Map/Plan	\$10.00 (per sheet)
Letter (8.5 x 11)	\$0.25 (per sheet)
Legal (8.5 x 14)	\$0.25 (per sheet)
Tabloid (11 x 17)	\$0.50 (per sheet)

APPENDIX E



AUGUSTA ECONOMIC DEVELOPMENT AUTHORITY
OPINION OF PROBABLE CONSTRUCTION COST
February 1, 2023

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	COST
SITE WORK				
1	DEMOLITION OF EXISTING FOUNDATIONS, UTILITIES, PAVING, COMPLETE	LS	\$369,051.50	\$369,051.50
2	SITE EARTHWORK, COMPLETE	LS	\$400,184.50	\$400,184.50
3	BUILDING EARTHWORK, COMPLETE	LS	\$388,911.00	\$388,911.00
4	SITE LIGHTING AND SIGNAGE, COMPLETE	LS	\$32,560.00	\$32,560.00
5	LANDSCAPING, COMPLETE	LS	\$50,000.00	\$50,000.00
6	SITE FENCING (INCLUDES 1 MOTORIZED GATE)	LS	\$42,700.00	\$42,700.00
7	SITE UTILITIES, COMPLETE	LS	\$295,000.00	\$295,000.00

TOTAL COST:	\$1,578,407.00
--------------------	-----------------------



(706) 798-3236 • (706) 798-1551 fax • 1501 Aviation Way • Augusta, Georgia 30906 • www.AugustaRegionalAirport.com

January 27, 2023

Mr. Cal Wray, EDFP
President
Augusta Economic Development Authority
1450 Greene Street, Suite 3500
Augusta, GA USA 30901

Dear Mr. Wray,

We appreciate your efforts applying for the DCA OneGeorgia Equity Fund Grant on behalf of the Augusta Regional Airport (AGS). Please accept this letter as AGS' commitment to provide matching funds (approximately \$1,000,000) to support the \$500,000 grant request. Upon board approval, these matching funds will derive from Airport enterprise funds. The funds are on hand and can be expeditiously dispersed to support subsequent project and/or administrative requirements.

If you have additional questions, I can be reached at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon Jr." in a cursive style.

Herbert L. Judon Jr., A.A.E, IAP, Executive Director
Augusta Regional Airport

April 17, 2023

Mr. Brandon Garrett
Development Authority of Augusta, Georgia
1450 Greene St. Suite 3500
Augusta, Georgia 30901

Re: OneGeorgia Equity Award #23gq-121-5-5133

Dear Mr. Garrett:

Congratulations on the selection of your project as a recipient of an OneGeorgia Equity Award. These funds in the amount of \$500,000 have been approved to assist with the construction of a shovel-ready site at the Augusta Regional Airport.

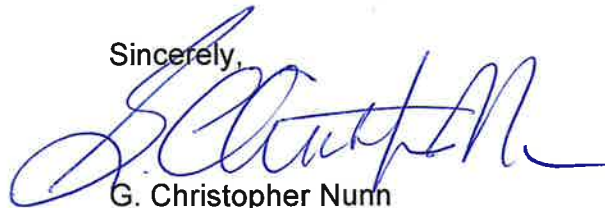
Enclosed are the Statement of Award, Statement of General Conditions, Statement of Special Conditions, and Approved Budget that have been placed on the award drawdown forms, and signature cards along with instructions. You will receive a link for the acceptance of the award to be used in the administration of your project. Please access these documents electronically to print copies of each for the Authority's file.

Please note your acceptance of these contract documents makes you responsible for adherence to all grant requirements.

After careful study of both Statement of Conditions, please acknowledge your acceptance by signing the Statement of Award, Statement of General and Special Conditions, Approved Budget, W-9, Authorization Agreement for Automatic Deposits, and the signature card. Once signed, executed copies of each statement, W-9, Authorization Agreement for Automatic Deposits, and the signature card must be uploaded in GrAAM. Please maintain an executed copy of each document for your records. There is also a copy of the Agreement to Provide Independent Audit Report to be signed and uploaded in GrAAM. The grant award does not become effective until we receive all of these executed copies.

If you have any questions in regard to this grant, please do not hesitate to call Gina Webb, OneGeorgia Director, at 404-387-1429 or Tina Hutcheson at 478-278-9434.

Sincerely,



G. Christopher Nunn
Commissioner

cc: Tina Hutcheson, DCA

Georgia Department of Community Affairs

Item 22.

Statement of OneGeorgia Equity Fund Award

Recipient: Development Authority of Augusta Georgia

Date of Award: 04/17/2023

Equity Funds: \$500,000

Award Number: 23gq-121-5-5133

Type Grant

Award Period: From 04/17/2023 To 04/17/2025

An award is hereby made in the amount and for the period shown above as authorized under O.C.G.A. 50-34-1 et seq. and by resolution of the Board of the OneGeorgia Authority, to the Recipient indicated above, in accordance with the plan set forth in the application submitted by the Recipient and subject to any attached revisions and conditions.

This award is subject to all applicable laws, rules, regulations and conditions prescribed by the OneGeorgia Authority's Equity Fund Regulations and Guidelines as well as all applicable provisions contained in state law. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State and the OneGeorgia Authority consistent with the purposes and authorization of O.C.G.A. 50-34-1.

This award shall become effective on the beginning date of the award period shown above, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Equity Fund Award and any attached properly executed revisions and condition statements are returned to the OneGeorgia Authority, Georgia Department of Community Affairs, 60 Executive Park South, NE Atlanta GA 30329.

For the
ONEGEORGIA AUTHORITY
By The Georgia Department of Community Affairs



This award is subject to the approved budget and general conditions. (attached)



This award is subject to special conditions. (attached)


Commissioner

4-17-2023

Date Executed

I, _____, acting under my authority to contract on behalf of the recipient, hereby signify acceptance for the recipient of the above described Award on the terms and conditions stated above or incorporated by reference therein.

Date of Acceptance: _____

Authorized Signature

Title (typed)

Georgia Department of Community Affairs
Statement of OneGeorgia Equity Fund General Conditions

Page 1 of 3

Recipient: Development Authority of Augusta Georgia

Award Number: 23gq-121-5-5133

Item 22.

1. Unless otherwise stated, upon approval of the OneGeorgia Authority, up to 90% of the total award may be drawn down as soon as the award documents are properly executed, special conditions (if any) cleared, and appropriate cost documentation submitted. Draws will be processed on an as-needed basis but no more than twice per week. OneGeorgia reserves the right to withhold payment of the final 10% of the grant award until after completion of the OneGeorgia portion of the project and satisfactory submission of all interim or final reports (depending on overall project status) and copies of cancelled checks, bank statements and/or other appropriate documentation related to the OneGeorgia-funded activities of the project.
2. Recipient's internally adopted procurement procedures must meet applicable state and local requirements (e.g., HB 1079). The procedures will be adhered to and proper documentation shall be maintained in the program file so as to document such adherence.
3. Drawdowns for construction costs and/or professional services shall be disbursed to the recipient subject to OneGeorgia's approval of copies of vendor invoices or paid invoices, properly completed drawdown forms and, if applicable, properly completed certification forms (e.g. AIA or similar). If force-account labor is used, recipient shall provide cost documentation that is certified by the appropriate local government official. This information should include, but not be limited to, the number of labor and/or machinery hours and their hourly rates. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
4. Drawdowns for machinery and/or equipment shall be disbursed to the recipient based on approved unpaid or paid vendor invoices. All invoices must show the recipient as the "bill-to" entity or else be accompanied by secondary documentation (e.g., bill of sale) that indicates title to and ownership of the subject machinery and/or equipment has been transferred to the recipient. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
5. Drawdowns for land acquisition must demonstrate the acquisition cost (e.g., purchase option and/or sales contract). Within 45 days of drawdown, documentation evidencing the land acquisition (i.e., executed settlement statement and a properly recorded deed evidencing the recipient's fee simple title to the land) must be forwarded to the OneGeorgia Authority. If the land was acquired with interim financing, the recipient must submit evidence of secured interim financing (i.e., executed loan papers). In such a case, within 45 days of drawdown, the recipient must provide OneGeorgia with evidence that the interim financing has been paid off (i.e., satisfied or paid promissory note and release of any security interest in the land) and a copy of the recorded deed evidencing the recipient's fee simple title to the land.
6. The recipient agrees to provide for the balance of funding for any cost overruns that exceed award amount.
7. The recipient certifies that all assets financed with OneGeorgia funds will be publicly owned property and that appropriate documentation evidencing such ownership will be available for OneGeorgia review.
8. The recipient certifies that before engaging in any land-disturbing activity and before acquiring real property, it will comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) and any other applicable laws and regulations.
9. The recipient certifies that the project is in compliance with the applicable local government's Comprehensive Plan, as approved by the State, is consistent with the applicable community's adopted Service Delivery Strategy and is in compliance with the State's rules governing Developments of Regional Impact. Furthermore, the appropriate local government is a Qualified Local Government as certified by the State.

Date of Acceptance: _____

Title (typed)

Authorized Signature

Name (typed)

Georgia Department of Community Affairs

Statement of OneGeorgia Equity Fund General Conditions

Item 22.

 Recipient: Development Authority of Augusta Georgia

 Award Number: 23gq-121-5-5133

10. Where applicable, the recipient agrees to obtain approval from the Georgia Environmental Protection Division for the project's plans and specifications as required. The recipient also agrees to obtain all pertinent permits (e.g. soil disturbance, erosion control, etc.).
11. The recipient certifies that no applicable state laws, rules, regulations or applicable local ordinances shall be violated in carrying out this project and expending OneGeorgia funds.
12. The recipient certifies that no conflicts of interest exist with regard to this project. For more information about what constitutes a conflict of interest, consult the OneGeorgia Recipient's Manual.
13. The recipient certifies that without limitation of any other condition, OneGeorgia funds shall not be used to pay the cost of entertainment. Entertainment costs are defined as: "costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities." This definition includes meal/beverage expenses incurred for meetings which could reasonably have been conducted at a place of business and which did not require the provision of a meal.
14. All applications as well as supporting documentation submitted to the OneGeorgia Authority shall be subject to the provisions governing Georgia Open Records requests. All records pertinent to the OneGeorgia project, whether financial or programmatic, shall be maintained by the recipient for a minimum of three years from the date of formal grant close-out.
15. Local government recipients shall maintain their accounting records in accordance with the *Uniform Chart of Accounts for Local Governments in Georgia*, as mandated under state law (O.C.G.A. § 36-81-3), and all recipients shall undergo an annual financial audit conducted in accordance with Generally Accepted Government Auditing Standards. A Source and Application of Funds Schedule and a Project Cost Schedule for all OneGeorgia funds must be included in the audit report. The recipient shall submit to the OneGeorgia Authority copies of all audits that cover all or part of the award period.
16. Development Authorities with powers set forth in Chapter 62 of Title 36 of the Official Code of Georgia Annotated must adhere to O.C.G.A. § 36-62-7 and any other applicable law or regulation when selling or leasing assets funded in whole or in part with OneGeorgia funds.
17. The OneGeorgia award will remain "open" until the entire project (including activities funded by other sources) is complete. After project completion, OneGeorgia will conduct a close-out site visit of the project to determine the project's consistency with objectives and goals stated in the application. The site visit will also consist of a quantitative measure of the public benefits (e.g. jobs created, private investment). If OneGeorgia funds are used for a "soft" project (e.g. feasibility study), a copy of the OneGeorgia-funded project should be forwarded to the OneGeorgia Authority for review upon completion. If either the site visit or project review is determined to be satisfactory, an award close-out letter will be issued to the recipient.
18. The recipient will be responsible for submitting semi-annual progress reports to the OneGeorgia Authority for the term of the award. These reports are due June 30 and December 31 of each year. Recipients who are not up-to-date on their semi-annual reporting requirements may not be eligible to draw and/or receive funds from the OneGeorgia Authority.

Date of Acceptance: _____

Title (typed)

Authorized Signature

Name (typed)

Georgia Department of Community Affairs

Statement of OneGeorgia Equity Fund General Conditions

Item 22.

Recipient: Development Authority of Augusta Georgia

Award Number: 23gq-121-5-5133

19. The Recipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. § 50-36 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.
20. The Recipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. § 13-10-91 under Article 3 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. For more information, including a link to the Homeland Security website and the I-9 Form requirements for all new employees, see the OGA Recipient Manual and Forms Page at: <https://www.dca.ga.gov/community-economic-development/funding-programs/onegeorgia-authority>
21. The OneGeorgia Authority expects that all assets constructed, improved and/or purchased with OneGeorgia funds will be used for the approved use for no less than five years from the award date. OneGeorgia should be contacted immediately if there is a proposed change in use. OneGeorgia will require repayment of the award in the event a facility and/or asset is converted to an ineligible use or from public ownership.
22. For EDGE projects only: the recipient certifies that in accordance with Section 413-2.05(6) of the EDGE regulation, it will be accountable for this state EDGE expenditure made in partial consideration of assisting the recipient in fulfilling its mission as outlined in its EDGE application, local inducement resolution and local development agreements.
23. The Equity and EDGE programs generally require all Special Conditions to be cleared before funds can be drawn down. **Requests for drawdown of Equity or EDGE funds must be accompanied by adequate supporting cost documentation (including approved pay request(s) and/or invoices), certified by the Authority to demonstrate local oversight, and copies provided of cancelled checks or EFT payment verification for the cost documentation being submitted. No funds will be paid without complete documentation to support the drawdown request.**

Date of Acceptance: _____

Title (typed)_____
Authorized Signature_____
Name (typed)

Statement of Special Conditions

Recipient Development Authority of Augusta GeorgiaAward_No 23gg-121-5-5133

01.

Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (includes copy of executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project. (Please submit all required documents at one time).

Date of Acceptance: _____

Authorized Signature_____
Name (typed)_____
Title (typed)

Item 22.

Award Number: 23gq-121-5-5133

Activity Budget

G70-1101-I	Site Preparation	\$500,000
	Budget Total	\$500,000

Currently, the Augusta Regional Airport does not have any shovel-ready sites available that could be utilized to attract new or expanding companies to the airport. This scenario places the airport at a disadvantage for future economic development and industrial recruitment. Therefore, shovel-ready sites, buildings and infrastructure must be made available at the airport to attract companies that will provide jobs, investment, and a better quality of life for Augusta-Richmond County citizens. Our request of \$500,000 in funding will allow the Augusta Regional Airport to construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport that will create new jobs and new investment in Augusta-Richmond County.

In fact, the Augusta Regional Airport already has one such existing company considering expansion of a current facility to include diversification of operations.

Authorized Signature

Title (typed)

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000452 AGS DCA Grant-Standard Aero Parking Rehab.
 Requesting grant funds offered by the Department of Community Affairs flowing through the Augusta Economic Development Authority. The Airport will construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport that will create new jobs and new investment in Augusta-Richmond County.
 Cash match \$1,074,410 or 68%, funding source from 551000000-3952110, Fund Balance Appropriations./EEO required: NO/EEO Department Notified: No. *2024 Budget*

Start Date: 01/02/2024 End Date: 04/17/2025
 Submit Date: 09/07/2023 Department: 081 Augusta Regional Cash Match? Y
 Total Budgeted Amount: 1,574,407.00 Total Funding Agency: 500,000.00 Total Cash Match: 1,074,407.00

Sponsor: GM0038 Georgia Dept of Community Affairs
 Sponsor Type: S State
 Purpose: 19 Airport improvement Flow Thru ID: GM0057

Contacts

Type	ID	Name	Phone
I	GMI016	Bingham, Risa	(706)826-4773

Approvals

Type	By	Date
FA	H. JUDON	09/05/2023

Dept. Signature: *[Signature]*
 Grant Coordinator Signature: *[Signature]* 9/7/2023

- 1.) I have reviewed the Grant application and enclosed materials and:
☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

- ☐ Deny the request

Donna Williams *9-8-2023*
 Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
☒ Approve the Department Agency to move forward with the application

- ☐ Deny the request

[Signature] *9/12/23*
 Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Commission Meeting

October 17, 2023

HCD_ Augusta/CSRA Habitat for Humanity Funding Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	<p>Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer. (Approved by Administrative Services Committee October 10, 2023)</p>
Background:	<p>Housing and Community Development have partnered with Augusta/CSRA Habitat for Humanity for the development of a single family unit utilizing HOME funds. Habitat for Humanity has a history of many years and has proven ability to develop affordable housing in accordance with Augusta, Georgia and federal rules and regulations. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>Augusta/CSRA Habitat for Humanity is requesting funds for the following:</p> <ul style="list-style-type: none"> 2724 Richmond Hill Road, Augusta, GA 30901: Funding Request: \$115,298.25 <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.</p>
Analysis:	Approval of the contract will allow the partnership to construct (1) single family unit in the Fleming Heights Community area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$

115,298.25 to assist in the construction of one single family affordable housing unit.

Item 23.

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.

HOME Funds: 22107 3212 - 5225110

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 115,298.25**One Hundred Fifteen Thousand Two Hundred Ninety-Eight Dollars & 25/100**For Fiscal Year **2022**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2724 Richmond Hill Road – Single Family Unit”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of _____, 2023 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) as party in the second part.

WITNESSETH

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

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

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

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

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

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

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ **115,298.25** in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 2724 Richmond Hill Road, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single-family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
 1. Evidence of Site Control
 2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **87,347.25** in HOME funds shall be expended by Habitat for Humanity from Year 2022 HOME Program funds for construction costs related to the development of one (1)) single family unit at 2724 Richmond Hill Road in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 2724 Richmond Hill Road, Augusta, Georgia 30901

b. Developer’s Fee

An amount not to exceed \$ **27,951.00** in HOME funds shall be provided to Habitat for Humanity from Year 2020 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Habitat Community. Developer’s Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

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

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Richmond Hill Road. on the West; Anne Street on the

East; Ruby Drive on the South; and Richard Roads on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$115,298.25** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names

that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.

- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 115,298.25** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

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

- a. Liquidated Damages

- i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **\$115,298.25** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

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

Construction	\$ 87,347.25
Developer's Fee	27,951.00
TOTAL HOME PROJECT COST:	\$ 115,298.25

Initial: _____

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

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

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

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

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

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

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

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to

all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

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

D. Labor Standards

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

E. Environmental Standards

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

F. Flood Insurance

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

notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

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

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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

M. Publicity

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

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

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

Q. Equal Employment Opportunity

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

R. Affirmative Action

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

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

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

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.
- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for

Humanity for the purposes of set off until such time as the exact amount of damages is determined.

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

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

With copies to:

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

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

Augusta/CSRA Habitat for Humanity
2610 Commons Blvd.
Augusta, Georgia 30909

ARTICLE XII. INDEMNIFICATION

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

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in

any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

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

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

HABITAT FOR HUMANITY

BY: _____

Its: _____ Date

Plain Witness

Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$115,298.25** in Year 2022 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within

10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

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

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

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



Commission Meeting

October 17, 2023

AO Mental Health Model

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia. (Approved by Administrative Services Committee October 10, 2023)
Background:	ACCG is seeking the support of all 159 counties in Georgia, to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF
GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL
HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

WHEREAS, Augusta, Georgia supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

WHEREAS, Augusta, Georgia is grateful for the efforts of Georgia's executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs's work on jail diversion initiatives, and Governor Kemp's commitment to expanding mental health resources in schools for children and young adults; and

WHEREAS, despite these prior steps and successes, Augusta, Georgia recognizes that there is still a tremendous amount of work for the citizens of Augusta, Georgia and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

NOW, THEREFORE, BE IT RESOLVED by the Augusta, Georgia Commission that Augusta, Georgia reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.

BE IT FURTHER RESOLVED, that the Augusta, Georgia Commission specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED that the Clerk of Commission is hereby directed to provide an executed copy of this Resolution to each member of the Richmond County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2023.

By: _____
Garnett L. Johnson
As its Mayor

ATTEST: _____
Lena J. Bonner, Clerk of Commission

Seal:



Commission Meeting

October 17, 2023

GDOT FY2024 Local Maintenance and Improvement Grant (LMIG)

File Reference: 23-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit as need arises. Requested by Engineering. (Approved by Engineering Services Committee October 10, 2023)
Background:	GDOT restructured its State Aid Program and named it as “Local Maintenance and Improvement Grant (LMIG).” LMIG is a formula-based grant from GDOT that is funded through the motor fuel tax. Grant funds are typically used to supplement local projects for road improvements and road resurfacing efforts based on priority. Augusta is eligible to receive approximately \$2.5 million through GDOT FY2024 LMIG Program.
Analysis:	GDOT LMIG financial assistance is critical for completing AED projects such as roadway improvements and maintenance construction projects. This financial assistance is available on a yearly basis. In addition to this yearly assistance, GDOT also provides LMIG funds to AED on as requested basis depending on LMIG additional funds availability on the state level, demonstrated need and local project connectivity to state road system.
Financial Impact:	Augusta, GA AED will receive \$2,534,101.07 in GDOT FY24LMIG. A local funding match of 10% is required. FY2024LMIG partially funded AED proposed projects are: <ul style="list-style-type: none"> i) Broad Street Roadway & Drainage Improvements (15th to East Boundary); and ii) Barton Chapel Rd @ Gordon Hwy Intersection Improvements. Additional road resurfacing may be added if there is saving in contracted work for listed improvements or additional funding becomes available.
Alternatives:	1. Do not approve and loose FY2024 LMIG Funds that are designated for Augusta, Georgia.

Recommendation: Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section).

Funds are available in the following accounts: (\$2,534,101.07) 330-041110 – 54.14110 - FY2024 LMIG funds with 10% local match from SPLOST 8 funds
10% Match = 253,410.11 SPLOST 8 Road Resurfacing & Traffic Safety Operation
\$100,000) 330-0411120 - 222830908; (153,410.11) 330-041110-222830909

REVIEWED AND
APPROVED BY: HM/SR

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20 24
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: October 17, 2023

Name of local government: Augusta, Georgia

Address: 452 Walker Street, Suite 101, Augusta, GA 30901

Contact Person and Title: Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

Contact Person's Phone Number: (706)796-5068

Contact Person's Fax Number: (706)796-5045

Contact Person's Email: hmalik@augustaga.gov

Is the Priority List attached? N/A

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Hameed Malik, PE (Name), the Director of Engineering (Title), on behalf of Augusta, Georgia (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20 24**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46923

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

Garnett L. Johnson (Print)

This ____ day of _____, 2023 .

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

2024 LMIG PROJECT REPORT

COUNTY / CITY RICHMOND/AUGUSTA

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Broad Street	15 th Street	East Boundary	Approx. 2.2	Roadway & Drainage Improvements	\$17,521,003 (LMIG:\$1,000,000)	November 2023
Barton Chapel Rd. @ Gordon Hwy	N/A	N/A	N/A	Intersection Improvements	\$4,306,964 LMIG:\$1,534,102)	November 2023

October 23, 2023

Bill Wright, GDOT State Aid Administrator
GDOT - One Georgia Center
600 W. Peachtree St., NW, 17th Floor
Atlanta, GA 30308

Subject: FY 2024 State Local Maintenance and Improvement
Grant (LMIG) Application
File Reference: 23-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG) Application for FY 2024.

Contact information for questions concerning this submittal is listed below:

Hameed Malik, Ph.D., PE, Director
Augusta, GA Engineering & Environmental Services Department
452 Walker St., Suite 110, Augusta, GA 30901
Telephone: (706) 796-5040
Fax: (706) 796-5045
E-mail: hmalik@augustaga.gov

Sincerely,

Garnett L. Johnson
Mayor

Attachment: RC FY2024 LMIG Application

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator
Takiyah Douse, Interim Administrator
Hameed Malik, Ph.D., PE, Director - Engineering
Lewis Avery, CPA, Assistant Director Finance and Administration, AED
Timothy E. Schroer, CPA, Assistant Director – Finance
File



Commission Meeting

October 17, 2023

Broad Street Improvements (PI #0011382)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control, and Geotechnical Services (CMT)-RFP 19-179

File Reference: 23-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering. (Approved by Engineering Services Committee October 10, 2023)
Background:	The Broad Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in the July 31, 2012 referendum. This is a Band 3 project and TIA funds are allocated for construction. On August 1, 2023, Augusta Commission awarded the road construction contract to E.R. Snell Contractor. Field and Laboratory Testing for Soil and Construction Material, Geotechnical Inspection and Investigation Services are integral parts of the construction activities to ensure improvements quality control and quality assurance, and construction per design. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and is TIA program requirement.
Analysis:	On August 2019, commission approved award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. Atlas was assigned to Broad Street construction. The assistance of outside construction services will help AED with ensuring a quality finished roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.
Financial Impact:	Funds are available in Project TIA Funds.
Alternatives:	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.

Recommendation: Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering,

Funds are available in the following accounts: (\$375,000) 371-041110 -54.14110 / T15040107-54.14110 - Project TIA Funds

REVIEWED AND HM/SR
APPROVED BY:



Augusta Engineering Department

Attn: June Hamal
452 Walker Street, Suite 110
Augusta, Georgia 30901

Re: Proposal for CEI and Materials Testing Services for Broad Street - PI 0011382 Richmond Co.

Dear Ms. Hamal,

Per your request, it is our pleasure to submit Atlas' revised cost proposal to the Augusta Engineering Department (AED) to perform Construction Engineering and Inspection (CEI) and materials testing services for the Broad Street project.

The proposed cost to provide CEI and materials testing services for the Broad Street project would be for total amount not to exceed \$793,049.00 based on the 3½ year project duration. Pricing for the project is noted in the table below.

CEI & MATERIALS TESTING	HRS/Days	RATE	TOTAL
Phase I			
Professional Engineer (Issue Recommendation, Geotechnical Consultation, Report Review, & Site Visits (Avg 1.5 days (12 hrs.))	230	\$115/HR	\$26,450
Project Manager Part-Time (Avg 15 hrs./wk)	1,250	\$85/HR	\$106,250
Senior Inspector - Full-time (Avg 252 working days/yr)	426	\$496/Day	\$211,296
Materials Testing per RFP-179	-	-	\$30,832
Total Phase I			374,828
Phase II			
Professional Engineer (Issue Recommendation, Geotechnical Consultation, Report Review, & Site Visits (Avg 1.5 days (12 hrs.))	274	\$115/HR	\$31,510
Project Manager Part-Time (Avg 15 hrs./wk)	1,480	\$85/HR	\$125,800
Senior Inspector - Full-time (Avg 252 working days/yr)	456	\$496/Day	\$226,176
Materials Testing per RFP-179	-	-	\$34,735
Phase II			418,221
TOTAL NOT TO EXCEED			\$793,049

Per AED, funding for the project will be split into two phases. Phase I, in the amount of \$374,828, will begin on or around October 1, 2023 with an estimated duration of 19 months or until April 30, 2025. Phase II, in the amount of \$418,221, will begin after Phase I or May 1, 2025 and extend the remainder of the 23 months or until March 31, 2027.

Atlas values our working relationship with the City of Augusta. The Atlas team is available to meet and discuss in more detail at your convenience if necessary. Please feel free to contact me at 470.432.6740 with any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, reading "Monica L. Flourney", is displayed on a light yellow rectangular background.

Monica L. Flourney, P.E.
Georgia Field Operations Manager

c: Todd Long, PE, PTOE, Atlas Southeast Hub Lead



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 125
Georgia Procurement Registry: 448
Mandatory Pre-Qualifications Conference Attendees: N/A
Total Number Mailed to Local Vendors: 3
Total packages submitted: 9
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department
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Total packages submitted: 9
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes



Office of the Administrator

Jarvis R. Sims, Interim Administrator

Suite 910- Municipal Building
535 Telfair Street - Augusta, GA 30901
(706) 821-2400 - FAX (706)821-9819

August 7, 2019

Dr. Hameed Malik
Engineering Director
452 Walker Street
Augusta, GA 30901

Dear Hameed:

At the regular meeting held Tuesday, August 6, 2019, The Augusta, Georgia Commission took action on the following:

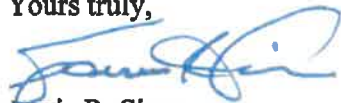
25. Approved funding for Design Consultant Services Supplemental Agreement Six to Pond and Company in the amount of \$38,790.00 for the Berckmans Road Widening, Realignment and Bridge Replacement Project – Phase II as requested by the AED. RFQ 11-108. (Approved by Engineering Services Committee July 30, 2019)
26. Approved entering into an annual contract and two yearly renewal option with GTSS for the maintenance and monitoring services for the Traffic Engineering ITS network in the amount of \$192,295.00 per year funded thru SPLOST IV reallocation funds. Requested by AED. RFQ 19-184 (Approved by Engineering Services Committee July 30, 2019)
27. Approved a request from the Lucy Craft Laney Museum of Black History for the placement of a cast iron marker issued by the State of Georgia and the Georgia Historical Society at 535 Telfair Street. (Approved by Engineering Services Committee July 30, 2019)
28. Determined that Merrimac Avenue North of Old Ironsides Boulevard as shown on the attached map has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate parties, as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department. (Approved by Engineering Services Committee July 30, 2019)

Dr. Hameed Malik
Engineering Department
Page 2

29. Determined that Smith Lane, as shown on the attached map has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, and to receive as information the results of the public hearing held regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate parties, as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department and adopt the attached Resolution.
(Approved by Engineering Services Committee July 30, 2019)
30. Approved Award of "On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)" Services Contract to ATC Group Services LLC, Matrix Engineering Group, Inc., and MC Squared, Inc., subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. Also, approve \$500,000 to fund the CMT Geotech Services. RFP 19-179.
(Approved by Engineering Services Committee July 30, 2019)
38. Approved 1) The acceptance of the last segment of Cabela Dr. (430LF) subject to any maintenance and repair required to meet Augusta Engineering Department ROW standards and requirements as the necessary by Augusta Engineering Department being performed prior to Augusta, Georgia's acceptance of said ROW and at no cost to Augusta. 2) Continuing the acceptance of River Shoals Pkwy. (500LF) as public ROW. Upon the completion of the extension of River Shoals Pkwy, and at no construction cost to Augusta both dedications shall be accompanied by customary documents and warranties required by Engineering to ensure that said roads meet AED's ROW standards and requirements prior to the acceptance by Augusta, Georgia. Provided further and notwithstanding the above said portions of Cabela Dr. ROW segment shall be allowed at a width of 55ft or more and 60ft for River Shoals Pkwy.

If you have any questions, please contact me.

Yours truly,



Jarvis R. Sims
Interim Administrator



Commission Meeting

October 17, 2023

CNG Stations Maintenance AGL Contract-Annual Funding

Bid 20-126

File Reference: 23-014(L)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-216 The award was for 2 years with an option to extend for 3 additional 1 yr terms. Approved by Commission 5/3/22. 2 year term to expire 5/2/24..(Approved by Engineering Services Committee October 10, 2023)
Background:	The CNG stations are a critical element in the operations of Solid Waste Collection program. All trucks operating under the collections contract are required to run on CNG. The current maintenance contract requires 24 hour monitoring of the station, as well as emergency response times of 2 hours or less, in the event that the station becomes non-operational. Additionally, the CNG stations require periodic preventive maintenance and service to ensure efficient and continuous operations. On May 3, 2022, Augusta Commission awarded CNG routine periodic maintenance contract to AGL.
Analysis:	The CNG stations are currently managed under the Environmental Services Operations. Tobacco Road CNG station became operational on June 1, 2013 and the second CNG on Scott Nixon Road in 2017. AGL is under contract for these two CNG Stations periodic routine maintenance. Associated funding is in waste collection annual operational budget. Funds are added to the contract per yearly maintenance.
Financial Impact:	Funds in amount of \$72,000 are available in Environmental Services Operation FY2023 budget (542-04-4110/5211120).
Alternatives:	Not proposed.
Recommendation:	Approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-126.
Funds are available in the following accounts:	(\$72,000) 542044110 – 52.11120- Waste Collection Funds

REVIEWED AND
APPROVED BY:

HM/SR

Item 27.



**Bid Item #20-216 CNG Maintenance Services,
for Augusta, GA - Environmental Services Department
Opening Date: Monday, August 10, 2020 @ 11:00 a.m. VIA ZOOM**

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 22
Georgia Procurement Registry: 89
Total packages submitted: 4
Total Noncompliant:

VENDORS	Attachment "B"	E-Verify #	Addendum 1	Save Form	Base Rate	Hr. Rate	Exceptions
E&E Metal Solutions, LLC 1571 Hwy 25 N. Keysville, GA 30816	Yes	1572967	Yes	Yes	\$400.00	\$90.00	
Atlanta Gas Light 2502 Landrum Court Atlanta, GA 30907	Yes	40635	Yes	Yes	900 (2 X \$450.00) (Per Station)	\$90.00	Yes
Trillium Transportant Fuels, LLC DBA Trillium 2929 Alenn Pkwy. , Suite 4100 Houson, TX 77019	Yes	1110469	Yes	Yes	\$1,100.00	\$105.00	Yes
Clean Energy DBA Clean Energy Corp. 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660	Yes	145686	Yes	Yes	\$2,500.00	\$160.00	Yes

**Office of the City Administrator**

Takiyah A. Douse
Interim City Administrator

May 3, 2022

Dr. Hameed Malik, Interim Director
Environmental Services
4330 Deans Bridge Road
Blythe, GA 30805

Dear Dr. Malik:

At the regular meeting held Tuesday, May 3, 2022, The Augusta, Georgia Commission took action on the following:

7. Approved the award of bid item #20-126 and contract for CNG maintenance Services to/with Atlanta Gas and Light (AGL) Resources. The award recommendation is for two years with an option to extend for 3 additional 1 year terms. (Approved by Engineering Services Committee April 26, 2022)

If you have any questions, please contact me.

20-21b

In Service,

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

Takiyah A. Douse
Interim City Administrator



Commission Meeting

October 17, 2023

Engineering Services for Rocky Creek Improvements Design, Permitting and Construction – RFQ 19-152

Johnson, Laschober & Associates – Task Order One

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152.. (Approved by Engineering Services Committee October 10, 2023)
Background:	Streambank erosion and flooding are noted county-wide and both have a negative impact on adjacent properties. The objective of the Stream Bank Restoration and Improvements program, in areas experiencing localized flooding and associated property damage, is to implement control measures and improvements that reduce flood risk and improve stream banks conditions. On May 8, 2019 Commission approved the award of Streambank Stabilization Design, Permitting and Construction Engineering Services Agreement to three qualified firms including JLA. Work is released as Phased Task Order.
Analysis:	This project is located in the Rocky Creek Basin/Watershed, and the creek flows through it. Areas in the project boundary currently experience flooding and bank erosion. The proposed project will improve Rocky Creek stabilization and reduce risk of flood hazard both upstream and downstream.
Financial Impact:	Project SPLOST IV Funds (Rocky Creek Drainage Project).
Alternatives:	1). Do not approve and find alternative to complete the stream improvements.
Recommendation:	Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152
Funds are available in the following accounts:	(\$163,665.00) 324041110-52.12115 / 209824002-52.12115 - SPLOST IV Funds

REVIEWED AND
APPROVED BY:

HM/SR



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT**PROPOSAL #:** 017**DATE:** September 12, 2023**To:** Dr. Hameed Malik, Ph.D., PE
Augusta Engineering Dept.**SENT BY:** ☐ PHONE 706-796-5040
☐ FAX
☒ EMAIL hmalik@augustaga.gov**RE:** Rocky Creek Flood Risk Reduction Project**BY:** Trevor A. Wimberly, P.E.**TIME FRAME:** Phase 1 – Ten (10) weeks from Notice to Proceed; Phase 2 – six (6) weeks from completion of Phase 1

FEE ARRANGEMENT:	Phase I – Research and Planning	\$48,850
	including Environmental Support (By Others)	\$67,965
	Phase II – Schematic Design (30%)	\$44,850
	Total (Lump Sum)	\$161,665

Estimated Reimbursables: \$2,000 (printing, mileage, etc.) not included in the Lump Sum fee above, to be billed per the attached fee schedule.

SCOPE OF SERVICES:

General: The purpose of the services provided by JLA under this contract is to provide preliminary engineering design support to provide flood mitigation for Rocky Creek between I-520 and Gordon Hwy. in Augusta, Georgia. Two project areas are included in the flood risk reduction along Rocky Creek: Area 1 – Between I-520 and North Leg Road and Area 2 - Between Wheelless Road and Gordon Hwy. Each area will use various methods of runoff storage to help protect downstream properties. Area 1 design, approximately 94 acres, will include dam modifications to the existing Rosedale dam and construction of an earthen dam near North Leg Road to restrict runoff and create storage for flood waters for increased stormwater events. Area 2 design, approximately 120 acres, will include inline and/or overflow ponds to create storage for flood waters for increased stormwater events as well as provide recreation for local Augusta-Richmond County (ARC) citizens.

I. Research and Planning:

- A. JLA will conduct field investigations along Rocky Creek for Area 1 and Area 2. This will include walking Rocky Creek, collecting existing condition information, taking photos, measurements and additional data that would be critical for the design. Three (3) site visits are included for each area.
- B. Develop observation reports of findings from field investigations.
- C. JLA will utilize GIS data as well as existing CAD files provided by the Owner to create base maps for both Area 1 and Area 2.
- D. Environmental Support (By Others) – Please see the attached Scope of Work by Pond & Company on the Environmental Support provided for this project.

II. Schematic Design (30%)

- A. Complete preliminary hydrology study for Area 1 and Area 2 to determine flood stages for designated storm events.
- B. Review existing files and drawings provided by AED on layout concepts. JLA will incorporate GPS mapping and environmental field survey data from Pond & Company into the project base maps. From concept plan review, JLA will provide concepts modifications as necessary and provide recommendations to be presented to AED for review.

- i. Area 1 – Establish outlet control for Rosedale Dam and stormwater storage area; Provide location of new earthen dam, outlet control structure and projected stormwater storage area west of North Leg Road.
 - ii. Area 2 – Provide location of stormwater storage pond(s), inlet point(s) and outlet control. Develop concept design of recreational park including but not limited to parking, drive access and pedestrian walking trails.
- C. Define necessary permits and specific permitting issues including preliminary wetland impacts.
 - D. Define necessary easements required for development of flood mitigation areas.

SPECIAL CONDITIONS:

Supporting Services that are not included in this fee proposal:

- 1. Georgia EPD NPDES and ARC Land Disturbance Permitting
- 2. Georgia DOT Encroachment Permitting
- 3. Boundary and Topographic survey
- 4. Geotechnical Investigation and Reports



RFQ Opening
RFQ Item #19-152
Engineering Services for Streambank Stabilization Design,
Permitting and Construction
for the Augusta, GA – Engineering Department
RFQ Due: Thursday, February 21, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 206
Pre Qualifications Conference Attendees: 16
Total packages submitted: 8
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
ALFRED BENESCH 1005 BROAD STREET SUITE 200 AUGUSTA, GA 30901	Yes	307873	Yes	Yes	Yes
GOODWYN, MILLS AND CAWOOD, INC 1450 GREENE STREET STE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes
EMC-ENGINEERING SERVICES 4424 COLUMBIA RD SUITE B MARTINEZ, GA 30907	Yes	324745	Yes	Yes	Yes
POND & COMPANY 621 NW FRONTAGE RD, STE 320 AUGUSTA, GA 30907	Yes	175046	Yes	Yes	Yes
W. K. DICKSON & CO. 1450 GREENE STREET SUITE 225 AUGUSTA, GA 30901	Yes	110665	Yes	Yes	Yes
JOHNSON, LASCHOB & ASSOCIATES, P.C. 1296 BROAD STREET AUGUSTA, GA 30901	Yes	226309	Yes	Yes	Yes
CRANSTON ENGINEERING 452 ELLIS STREET AUGUSTA, GA 30903-2546	Yes	64684	Yes	Yes	Yes
ZEL ENGINEERS 435 TELFAIR STREET AUGUSTA, GA 30901					
BLUEWATER ENGINEERING SVCS P. O. BOX 617 EVANS, GA 30809	Yes	615987	Yes	Yes	Yes



Commission Meeting

October 17, 2023

McNutt Road Paving Project

Jefferson Energy Facilities Relocation

File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate totaling \$214,542.58, subject to verification of prior rights. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment. Requested by Engineering. (Approved by Engineering Services Committee October 10, 2023)
Background:	The McNutt Road is a project from the Dirt Road Paving List. Improvements in addition to paving include targeted road alignment, drainage conveyance, and utilities relocation. Dirt Roads paving are SPLOST approved projects. Dirt Roads paving are contingent upon donating right of way & easements, if needed. All needed right of way & easements are acquired and then the project is ready to go to construction.
Analysis:	Due to the construction of the McNutt Road Project per designed alignment, it will become necessary for the JE to remove, relocate or make certain adjustments to its existing facilities. The Company asserts certain prior rights to the McNutt Road right of way, hence, Augusta will share cost of relocation, which is estimated \$214,542.58. This is a cost that is required to be paid by the Augusta to complete needed improvements.
Financial Impact:	Funds in amount of \$214,524.58 available in Engineering SPLOST 7-Paving Direct Roads.
Alternatives:	Do not approve and identify alternate ways to relocate Jefferson Energy facilities.
Recommendation:	Approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving project in accordance with the JE estimate totaling \$214,542.58. Also, approve the Utility Relocation Agreement to be executed

by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment
as requested by Augusta Engineering

Item 29.

Funds are available in the following accounts: (\$214,542.58) 329041110-54.14510 -221829914-54.14510 AED SPLOST 7

REVIEWED AND HM/SR
APPROVED BY:



Jefferson Energy Cooperative

An Electric Membership Corporation

Item 29.

3077 Highway 17 North
Post Office Box 457

Wrens, Georgia 30833

THIS IS THE RELOCATION COSTS FOR THE ENTIRE MCNUTT RD/MCNUTT WAY PROJECT IN RICHMOND COUNTY, GA.

RETIRE/INSTALLATION CONSTRUCTION: \$191,126.83

ROW CLEARING: \$2,400

ENGINEERING COST: \$21,015.75

TOTAL: \$214,542.58

8/29/2023

Craig Pardue
System Engineering Supervisor
Jefferson Energy Cooperative



Commission Meeting

Meeting Date: October 17, 2023

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

Construction Agreement

GDOT PI # 0012868

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to improve operation efficiency by widening the intersections to allow for a left turn lane. Roadway improvements require relocation of utilities facilities. Project is ready for construction and in letting now.
Analysis:	Project being let by Augusta and received bids are under review by GDOT, GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid construction schedule drift causing redoing letting that may result in cost escalation that Augusta will be responsible to pay. The Agreement allows GDOT federal funding assistance to complete subject improvements.
Financial Impact:	Upon execution of Construction Agreement, Federal funds in amount of \$3,121,911 will become available for the project improvements.
Alternatives:	Do not approve and abandon the project.
Recommendation:	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute

Agreement and its associated documents (electronic and hard copy).
Requested by Engineering

Funds are available in N/A
the following accounts:

REVIEWED AND HM/SR
APPROVED BY:

GDOT Local Let Construction Agreement Template

Revision Index

Date of revision	Revision made	By Office	Reason
2012-October-03	Removed Appendix B, Lower Tier Contractor Certification Regarding Debarment, Suspension, And Other Responsibility Matters	Program Delivery	Required signature of sub-contractors prior to award of project
2013-August-27	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2013-November-07	Updated Article I, Paragraph 7 - Compliance	Program Delivery	Added verbiage for compliance with "Current Edition" for both Standard Specifications & Supplemental Specifications
2016-September-12	Added the Catalog of Domestic Federal Assistance Number (CFDA) to the first page	Program Control	Added 2 CFDA Nos. Only one shall be selected for each project agreement for FHWA compliance
2017-March-31	Added Federal Identification Worksheet	Program Delivery	Required by FHWA
2019-June-20	Merged document with cover letter and E-verify for routing in CATS	Program Delivery	Electronic routing of agreement necessitated this revision
2019-October-19	Revised executed date line on agreement to be one line; to be stamped by the Commissioner	Program Delivery	Electronic routing of agreement necessitated this revision
2020-October-16	Revised insurance coverage language in Article VI; Revision to references in Agreement to Exhibit "B"; Correction of minor format, reference and typographical errors	Legal	Insurance coverage is required by law
2021-January-13	Added Exhibit H – Sexual Harassment; added per required by law	Legal	Update required by law
2022-May-02	Updated DUNS Number referenced in the agreement to SAM Number	Financial Management	Federal Change
2022-June-27	Revised insurance coverage language in Article VI	Legal	Insurance coverage requirements revised

2022-Nov-1	Update to Exhibit C	Program Delivery	Updated work schedule at the request of District Contruction
2022-Dec-14	Updated cover letter	Program Delivery	Updated Payment information on cover letter
2023-Mar-03	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2023-Apr-04	Updated Section 18 sub-paragraph M	EEO/Legal	Added On-Job-Training Criteria
2023-June-14	Revised Federal Award Identification Worksheet	Financial Management	DUNS information replaced with UEI/SAM number

Instructions: Replace highlighted text with project specific information, review entire template for changes applicable to specific project.

Remove this page prior to routing for signatures.

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
CITY OF AUGUSTA

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☐ CFDA # 20.205 - Highway Planning and Construction Cluster
☒ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Augusta, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0012868, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to construct 240 feet left turn lanes on Barton Chapel Road northbound and southbound for approximate 1000 feet and extend the left turn lane on Gordon Highway 220 feet westbound for approximate 700 feet to improve pedestrian and vehicular mobility and to reduce crashes and congestion at the existing intersection of CR 1502/Barton Chapel Road and SR 10/US 78/Gordon Highway. , as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District X to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than XX Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

☐ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Four Million Three Hundrend Six thousand Nine hundred sixty four dollars and twenty five cents (\$4,306,964.25). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Federal/State Share written out X dollars and Y cents (\$000,000.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Federal/State Share written out X dollars and Y cents (\$000,000.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional

compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Ten percent (10%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of X thousand (X000) hours.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation LOCAL GOVERNMENT, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor/Chairperson

Name: _____

Signed, sealed and delivered
This _____,
in the presence of:

Attest:

Treasurer

Witness

Name: _____

Title: _____

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by
LOCAL GOVERNMENT, the _____ (date)

Attest:

Name and Title

Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

General Description or List of Work to be Performed

1. Traffic Control
2. Demo existing concrete and asphalt
3. Install drainage
4. Install new sidewalk and curb and gutter
5. Upgrade signals
6. Erosion Control

EXHIBIT B**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements do not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this

contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

2. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

3. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or

oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH—1321) shall be posted at all times by the contractor and its subcontractors at the

site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH—347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH—347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the

registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or

29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the

contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such

as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<http://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (l) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting

to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 — 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier

Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific

Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	DATE
Construction NTP	DATE
Corrective List	DATE
Final inspection	DATE

EXHIBIT D

BUDGET ESTIMATE

LOCAL GOVERNMENT

P.I. No. XXXXXXXX

INSERT LOW BID TAB BEHIND THIS PAGE (delete this note)

EXHIBIT E

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of [REDACTED] whose address is [REDACTED] and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the [REDACTED] subcontracting agreement with [REDACTED], [REDACTED] certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: _____

Title: _____

EXHIBIT G

FEDERAL AID IDENTIFICATION WORKSHEET

(Completed by the DEPARTMENT before Routing in CATS
Instructions on following page)

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	
Federal Award Identification Number (FAIN)	
Federal award date (see § 200.39 Federal Award Date)	
Subaward Period of Performance Start and End Date	
Amount of Federal Funds Obligated by this action	
Total Amount of Federal Funds Obligated to the subrecipient	
Total Amount of the Federal Award	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	
Identification of whether award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	

This project must comply with all aspects of 2 CFR Part 200.

Federal Award Identification Worksheet **Instructions**

(Remove this Page Before Routing in CATS)

Sub-recipient's name (must match registered name (see § 200.32 Data Universal Numbering System (DUNS)))	Name must match registered name in DUNS, to be obtained from Local Government
Sub-recipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	UEI/SAM Number to be obtained from Local Government
Federal Award Identification Number (FAIN)	Contact Ronda Britt 404-631-1317
Federal award date (see § 200.39 Federal Award Date)	Contact Ronda Britt 404-631-1317
Amount of Federal Funds Obligated by this action	Contact Ronda Britt 404-631-1317
Total Amount of Federal Funds Obligated to the sub-recipient	This refers to all Federal throughout the Locals Program, contact Ronda Britt 404-631-1317
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to Exhibit A
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [Project Manager Name and contact information]
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

EXHIBIT H SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	Local Government Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

APPENDIX A

LOCAL GOVERNMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the [REDACTED] and duly authorized representative of [REDACTED], whose address is [REDACTED], and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,

including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

(Seal)

Name:

Title:

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of [REDACTED] whose address is [REDACTED], and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date

Signature

Name:

Title:

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX D

CERTIFICATION OF LOCAL GOVERNMENT

STATE OF GEORGIA

I hereby certify that I am the Mayor or Chairperson of the LOCAL GOVERNMENT in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

LOCAL GOVERNMENT

Name: _____

Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	
Sponsor's Name:	
Sponsor's Address:	

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses 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.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical 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(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Authorization (EEV/E-Verify Company Identification Number)	Date of
---	---------

Name of Sponsor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

APPENDIX F
INSURANCE CERTIFICATE

Incorporated by reference.



Commission Meeting

October 17, 2023

Item Name: Worthington – Sonic Lift Station Cost Sharing Agreement

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve Worthington Subdivision – Sonic Lift Station Cost Sharing Agreement. (Approved by Engineering Services Committee October 10, 2023)
Background:	Worthington Subdivision will be a community of 85 single family homes constructed behind Walmart, Sonic and Pizza Hut at the corner of Windsor Spring Road and Tobacco Road. Augusta owns a gravity sanitary sewer main, force main and lift station, at this location.
Analysis:	20 of the homes will be able to use the gravity sanitary sewer. The remaining 65 homes will need to use the force main and lift station. At this time, the lift station does not have the capacity to accept those 65 homes. The lift station will need to be upgraded, in order to provide service for these homes. PC Land Development Co., LLC has agreed share in the cost of this upgrade.
Financial Impact:	PC Land Development Co., LLC to pay \$60,000 towards the upgrade of the lift station.
Alternatives:	Disapprove the cost sharing agreement and leave the lift station as is.
Recommendation:	Approve the cost sharing agreement.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA)
COUNTY OF RICHMOND)

COST SHARING AGREEMENT

THIS Agreement, made the ____ day of _____, 2023, by and between **PC LAND DEVELOPMENT CO., LLC**, a South Carolina limited liability corporation, whose address is 90 N Royal Tower Drive, Irmo, South Carolina 29063, hereinafter referred to as "PCLD", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, by and through its Utilities Department, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS PCLD, under the name of Land To Lots, LLC, whose address is also 90 N Royal Tower Drive, Irmo, South Carolina 29063, owns certain property (hereinafter referred to as the "PROPERTY") described as:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of Georgia, County of Richmond, containing 24.049 acres, more or less, being shown and depicted as "SITE AREA - 24.049 acres 1,047,549 sf" on a plat of survey entitled "FINAL PLAT OF: GREAT SOUTHERN HOMES GMD 86; RICHMOND COUNTY, GEORGIA" prepared by Urban Engineers, Inc., dated April 8, 2022, revised May 31, 2022, and recorded in the office of the Clerk of Superior Court Richmond County, Georgia in Plat Book 17 at Page 98. Reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

BEING the same property convey by Deed from Ella Clarke Nuite to ECN Limited Partnership, a Georgia Partnership by deed dated 12/23/1994 and recorded on 12/29/1994 in Book Reel 479 at Page 1190; Also the same property conveyed to ECN Limited Partnership, a Georgia limited partnership by deed of Charlotte Nuite Kitchen dated June 13, 2011 and recorded June 15, 2011 in the office of the Clerk of Superior Court for Richmond County, Georgia in Book 01305 at Page 0765 in the Official Records of the Richmond County Recording Office.

WHEREAS PCLD wishes to develop a subdivision, by the name of Worthington, on said PROPERTY, to which they will need to connect into a sanitary force main and

lift station owned by AUGUSTA and located behind Walmart at the northwest corner of Windsor Spring Road and Tobacco Road ; and

WHEREAS said lift station is not of a large enough capacity to accept said subdivision and will need to be upgraded to a larger capacity.

NOW THEREFORE, PCLD and AUGUSTA hereby enter into the following agreement:

A. PROJECT SCOPE AND COST:

Two (2) Vertical Vaughan Chopper Pumps, 7.5 HP, 150 gallons/minute, will need to be purchased and installed, along with one (1) 30 KW generator. The cost of this equipment/machinery will be \$60,000.00 (sixty thousand dollars and no cents). The Electrical Consoles will also need to be upgraded.

PCLD shall be responsible for the payment for the pumps and generator and will pay \$60,000, to AUGUSTA, immediately upon the approval of this document by the Augusta Commission.

AUGUSTA agrees to purchase the pumps and generator, with the monies received from PCLD, and to install the equipment/machinery and upgrade the Electrical Consoles at its own expense.

B. STIPULATIONS:

All parties understand and agree that:

1. The lift station and all equipment, machinery and appurtenances is now and, when upgraded, will remain the property of AUGUSTA. PCLD will have no right or interest in or to said lift station, force main, gravity sewer, or any other sanitary sewer system belonging to AUGUSTA.

2. When the upgrade is complete, PCLD will be allowed to tie-in one subdivision (Worthington) that will consist of no more than 65 (sixty-five) single family dwellings.

3. Worthington will also have an additional 20 (twenty) single family dwellings that will tie-in to the gravity sanitary sewer.

4. The agreements contained herein are the total sum and extent of the agreement between PCLD and Augusta.

5. This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

Signed, sealed and delivered in the presence of:

**PC LAND DEVELOPMENT CO., LLC
and LAND TO LOTS, LLC**

WITNESS

By:

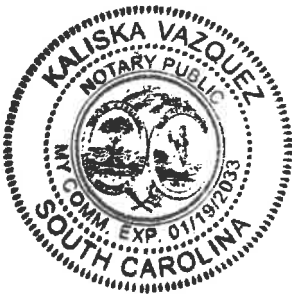
JEFF SKERIS

As Its: President

NOTARY PUBLIC

Lexington County, SC

My Commission Expires: 01/19/2033



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)



Commission Meeting

October 17, 2023

Dedication of Water and Sanitary Sewer for The Shoppes at the Apex

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve the Dedication of Water and Sanitary Sewer for The Shoppes at the Apex..(Approved by Engineering Services Committee October 10, 2023)
Background:	During the construction of The Shoppes at the Apex (Floor and Décor, <i>et al</i>) location of which is 102 Mason McKnight Jr. Parkway, a water pipeline and a sanitary sewer pipeline were laid.
Analysis:	The water and sanitary sewer pipelines have passed all testing and are ready to be added to Augusta's systems.
Financial Impact:	Future payments for water and sanitary sewer from homes or commercial ventures constructed along this road.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in The Shoppes at the Apex.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in The Shoppes at the Apex.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF EASEMENT DEDICATION

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway
Utilities - Water and Gravity Sanitary Sewer

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

THIS INDENTURE, made and entered into this ____ day of _____, 2023, between THE SHOPPES AT THE APEX, LLC, a Georgia limited liability company, hereinafter referred to as "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "AUGUSTA";

WHEREAS, DEVELOPER owns and has developed a commercial area at the southwest corner of NW Frontage Road and Mason McKnight Jr Parkway and now wishes to deed the water and gravity sanitary sewer to AUGUSTA, for maintenance and control, along with a 30-foot easement over the said water and gravity sanitary sewer and the free right of ingress and egress to and from said permanent easement for all purposes stated within this document; and

WHEREAS, a Record Plat prepared by Southern Partners, Inc. for Northern Tool, dated March 3, 2022, and revised January 18, 2023, March 30, 2023 and April 24, 2023, said plat being recorded in the office of the Clerk of the Superior Court of Richmond County,

Georgia, in Plat Book 18, Page 96, and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water and gravity sanitary sewer pipelines; and

NOW, THEREFORE

WITNESSETH:

That DEVELOPER, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water and gravity sanitary sewer pipelines, on the tract of land first described above, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following;

TO WIT

Exclusive 30-foot easement in perpetuity over the water and gravity sanitary sewer pipelines, as shown on the aforementioned plat and marked on same as "Area #3 Proposed 30' Combined Water and Sewer Easement to be Deeded to Augusta-Richmond County". Said easement shall be centered over the pipelines.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER does further agree that when construction or maintenance is necessary, AUGUSTA may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the

said property, along with the free right of ingress and egress to and from said permanent easements for these purposes and all other purposes stated herein.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

TO HAVE AND TO HOLD said water and gravity sanitary sewer pipelines, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in the presence of:

THE SHOPPES AT THE APEX, LLC

Crowder

WITNESS

By: ✓

Mason McKnight, III

Mason McKnight, III

As Its: Member Manager

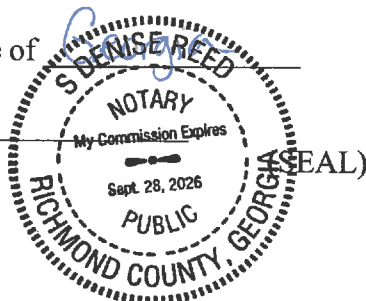
S Denise Reed

NOTARY PUBLIC

Richmond

County, State of

My Commission Expires:



ACCEPTED:

AUGUSTA, GEORGIA

WITNESS

By: _____
Garnett Johnson
As its Mayor

NOTARY PUBLIC

Attest: _____
Clerk of Commission

State of _____ County of _____

My Commission Expires _____

(Notary Seal)

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway
Utilities – Water and Gravity Sanitary Sewer

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between THE SHOPPES AT APEX, LLC, a Georgia limited liability company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water and gravity sanitary sewer pipelines, for the above referenced property, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) **AUGUSTA** accepts the water and gravity sanitary sewer pipelines on the above referenced property, respectively described in the Deed of Dedication contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water and sanitary sewer pipelines were duly inspected by the Augusta Utilities Department and said pipelines did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said right-of-way, or easement, as described in said Deed of Dedication for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installation laid or installed in said right-of-way, or easement, described in the said Deed of Dedication due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set

forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs in a reasonable time, as determined by **AUGUSTA**.

(6) In the event the **DEVELOPER** fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and to pay same immediately upon invoice.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set its hand and seal and **AUGUSTA** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

THE SHOPPES AT THE APEX, LLC

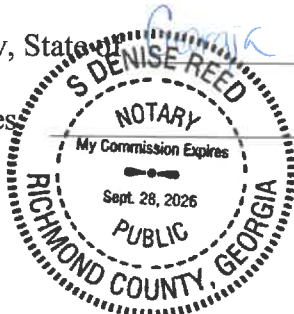
C. C. C. C.
WITNESS

Denise Reed
NOTARY PUBLIC

Richmond County, State of Georgia

My Commission Expires

(SEAL)



By: ✓

Mason McKnight, III

As Its: Member Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

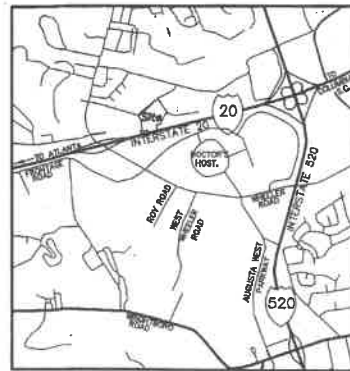
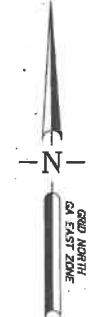
Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

D: PLAT B: 18 P: 96
Recorded: 05/08/2023 04:41 PM
Doc # 2023010887 Pages: 1 Fees: \$10.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
File Participant IDs: 951988548, 236444089



LOCATION MAP

WATER AND SEWER EASEMENT PLAT

FOR:
NORTHERN TOOL

PREPARED FOR:

THE SHOPPES AT THE APEX, LLC

621 NW FRONTAGE ROAD AUGUSTA, GA 30907 (706) 496-3761

PROPERTY LOCATED IN THE 90TH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE: MARCH 3, 2022 SCALE: 1"=60'
REV: JANUARY 18, 2023 Augusta comments
REV: MARCH 30, 2023 Augusta comments
REV: APRIL 24, 2023 Augusta comments

PREPARED BY:

SOUTHERN PARTNERS, INC.

— ENGINEERS — LAND SURVEYORS — LAND PLANNERS —
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30908 (706) 855-8000

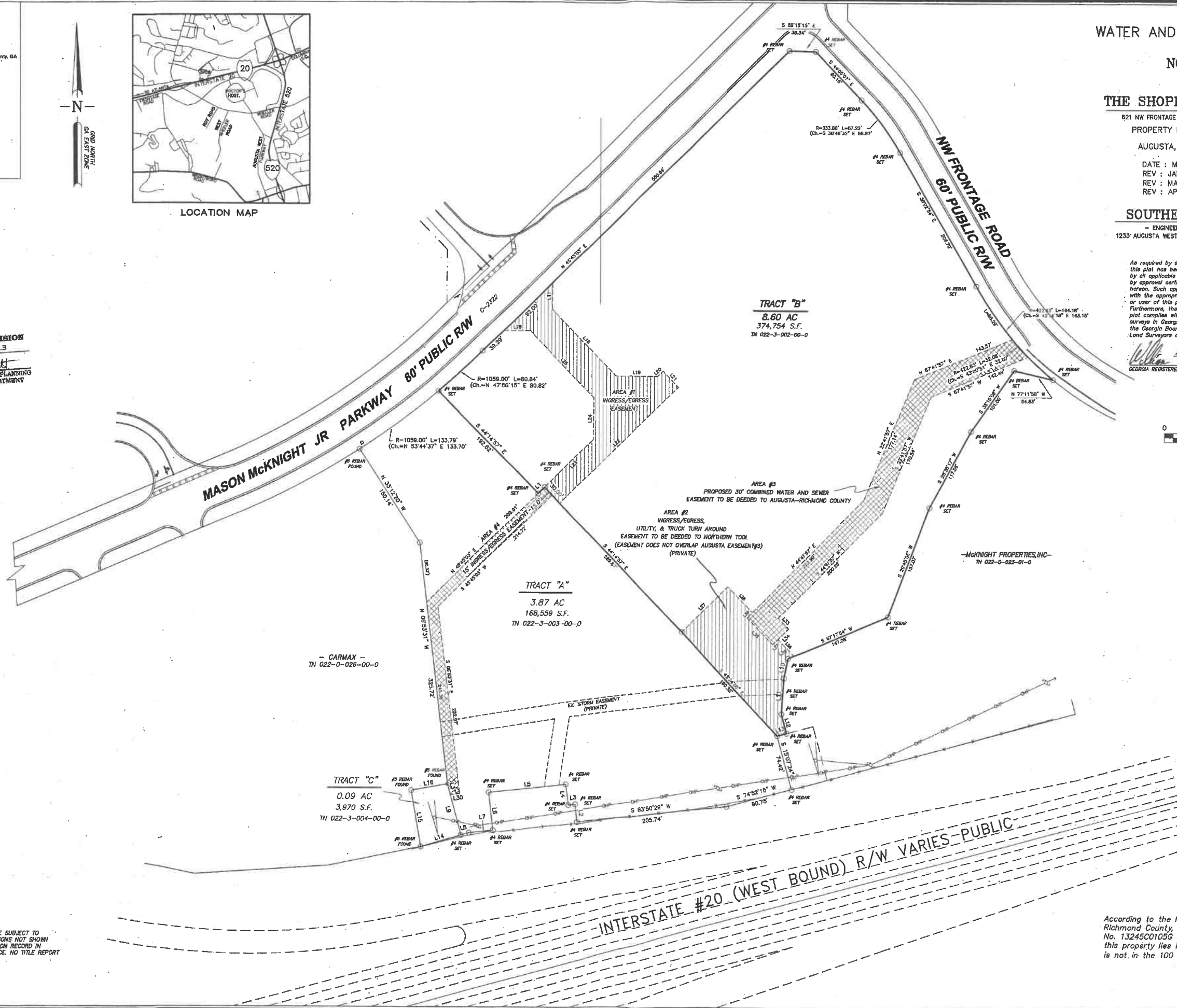
As required by subsection (d) of O.C.G.A. Section 15-68-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording a evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

William F. Tamm 4-2-23
GEORGIA REGISTERED LAND SURVEYOR #2508



LINE	BEARING	DISTANCE
L1	N 48°45'33" E	12.24
L2	N 08°05'53" W	23.60
L3	S 83°54'07" W	9.28
L4	N 07°29'40" W	27.81
L5	S 83°48'27" W	105.00
L6	S 06°19'07" E	51.06
L7	S 84°18'08" W	32.48
L8	S 74°15'40" W	11.31
L9	N 15°07'32" W	70.98
L10	S 11°39'48" W	27.07
L11	S 03°41'39" W	48.34
L12	S 15°07'59" E	28.75
L13	S 74°52'36" W	13.10
L14	S 74°15'40" W	57.37
L15	N 09°51'22" W	76.54
L16	N 80°08'38" E	50.85
L17	S 00°45'03" W	35.38
L18	S 44°14'57" E	124.53
L19	S 85°14'07" E	56.57
L20	N 45°45'03" E	10.50
L21	S 44°14'57" E	30.00
L22	S 45°48'03" W	225.11
L23	N 45°45'03" E	92.81
L24	N 00°45'03" E	56.57
L25	N 44°11'57" W	14.53
L26	N 88°45'17" W	35.36
L27	N 45°45'03" E	88.01
L28	S 44°14'57" E	48.17
L29	S 87°17'54" W	8.96
L30	S 83°08'29" W	12.63
L31	N 15°07'32" W	15.16
L33	S 44°14'57" E	20.00
L34	S 44°14'57" W	30.00
L35	N 44°14'57" W	50.01
L36	S 44°14'57" W	10.00
L37	N 44°14'57" E	10.00
L38	S 44°14'57" E	30.74

APPROVED SUBDIVISION
4/25/2023
BY AUTHORITY OF AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT



NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS NOT SHOWN ON THIS PLAT BUT WHICH MAY BE ON RECORD IN AUGUSTA, RICHMOND CO. R.M.C. OFFICE. NO TITLE REPORT WAS PROVIDED FOR REVIEW.

According to the Flood Insurance Rate Maps for Richmond County, Georgia Community Panel No. 13245C0105G dated 11/15/2019, this property lies in flood zone "X" and therefore is not in the 100 year flood plain.



Commission Meeting

October 17, 2023

Dedication of Water and Sanitary Sewer for Brookstone North Phase II

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve the Dedication of Water and Sanitary Sewer for Brookstone North Phase II..(Approved by Engineering Services Committee October 10, 2023)
Background:	During the construction of Brookstone North Phase II, off of Brookstone Way, a water pipeline and a sanitary sewer pipeline were laid.
Analysis:	The water and sanitary sewer pipelines have passed all testing and are ready to be added to Augusta's systems.
Financial Impact:	Future payments for water and sanitary sewer from homes or commercial ventures constructed along this road.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in Brookstone North Phase II.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in Brookstone North Phase II.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

D: PLAT B: 18 P: 158
Recorded: 08/29/2023 02:40 PM
Doc # 2023020598 Pages: 2 Fees: \$20.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 5000589380,

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Item 33.

SHEET 1 OF 2

FINAL PLAT FOR:

BROOKSTONE NORTH PHASE II

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY,
GEORGIA

PREPARED BY:
ECHOLS SURVEYING & CONSTRUCTION SERVICES
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
ben@echolssurveying.com
706-338-6303
PLAT DATE: 08/11/2023

PROJECT NUMBER: S-881-R2

LAND DISTURBANCE PERMIT: 2021-100-LD

OWNER/DEVELOPER/PRIMARY PERMITEE

TERRANOVA GROUP
PO BOX 2026
GREENVILLE, SC 29602
PHONE: (864) 915-1374
EMAIL: mrandy@tnovagroup.com

PROJECT DATA

TOTAL ACRES= 18.50 ACRES
BROOKSTONE NORTH PHASE 11
ZONING-R-1 D
TOTAL NUMBER OF LOTS 20
MINIMUM LOT SIZE : 4,950.00 SQUARE FEET
FRONT SETBACK: 25 FEET
SIDE SETBACK: 5 FEET
REAR SETBACK: 25 FEET
TAX MAP PARCEL: 0400045000
DISTURBED ACREAGE 5.30 ACRES

SETBACKS/EASEMENTS:
THERE IS A FIVE FOOT (5') SIDE EASEMENT ALONG ALL SIDE LOT LINES AND A TWENTY FIVE FOOT EASEMENT (25') ALONG ALL REAR AND FRONT LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAINAGE AND UTILITIES.

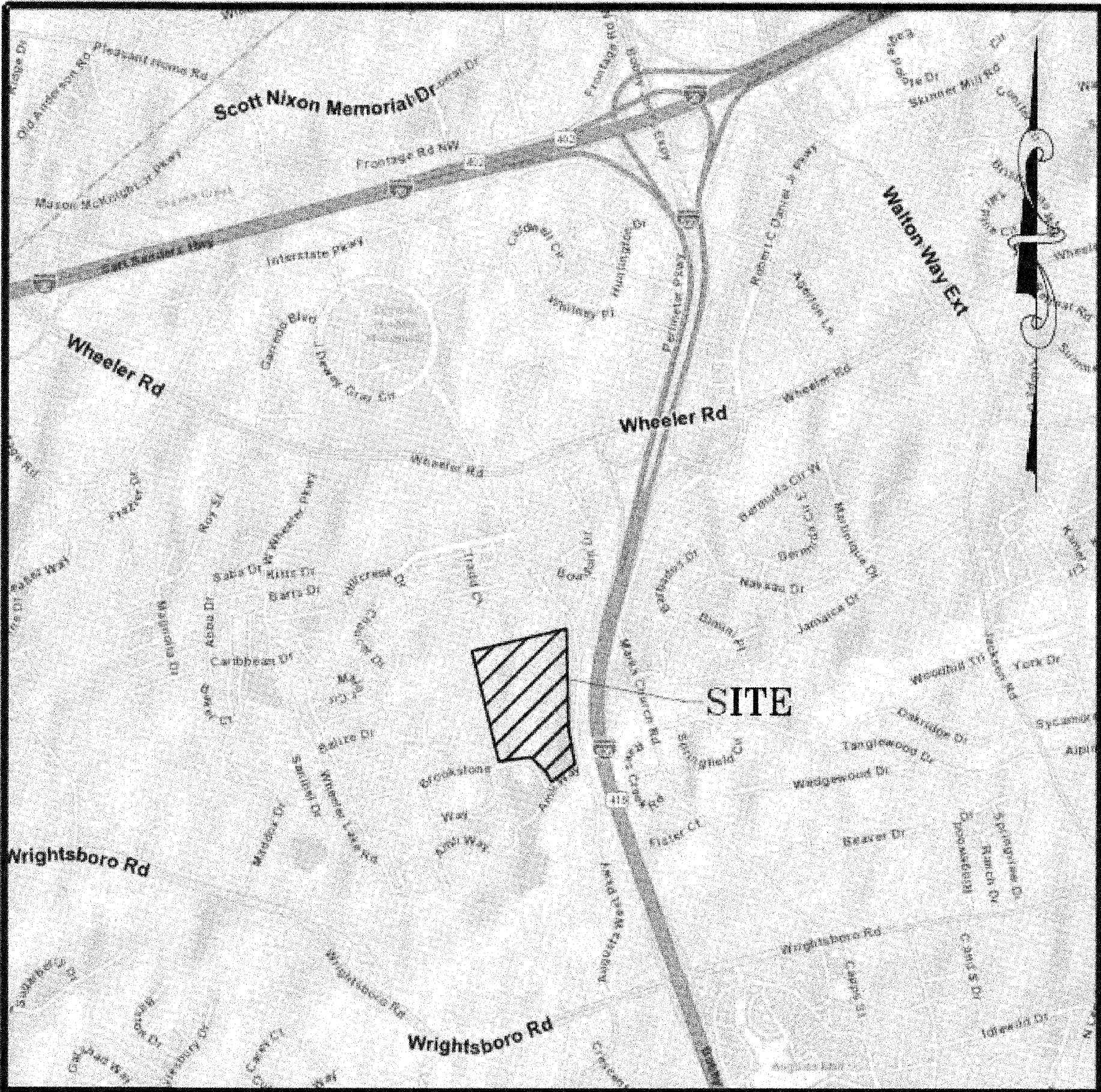
"THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) ARE THE PRIVATE PROPERTY OF THE OWNER, WHO HAS FULL AND PERPETUAL RESPONSIBILITY FOR THEIR MAINTENANCE AND REPAIR. THE OWNER RELEASES AUGUSTA, GEORGIA, FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF OR IN CONNECTION WITH THEIR DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) AS SHOWN HEREON. AUGUSTA GEORGIA ASSUMES NO LIABILITY OR DUTY RELATED THERETO, AND IN NO MANNER APPROVES LIABILITY FOR THE DESIGN OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) AS SHOWN HEREON."

THE DECLARATION OF CONDOMINIUM FOR BROOKSTONE NORTH IS RECORDED IN DEED BOOK _____ PAGE _____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSTONE NORTH IS RECORDED IN DEED BOOK _____, PAGE _____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

NOTES:

- 1.) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 2.) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
- 3.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.
- 4.) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988
- 5.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY. EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.



VICINITY MAP
N.T.S.

PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.
WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

Equipment used: CARLSON BRx7/TRIMBLE VRS
HRMS: .098425 VRMS: 0.164042 PDOP: 4
Adjusted by: Compass Rule
Field Work Completed on: 05/31/2022

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)

AUGUSTA COMMISSION

DATE APPROVED: 4/18/2023
Chairperson-Mayor
Clerk-Commission

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)

AUGUSTA-RICHMOND COUNTY
PLANNING COMMISSION

DATE APPROVED: 4/10/2023
Chairperson
Secretary
amended / corrected plat

SURVEYORS CERTIFICATION:

"I hereby certify that the information shown hereon represents a Field Survey made under my supervision on 11/20/2022. I further certify that all information depicted is a correct representation of actual field conditions and that all horizontal and vertical dimensions and grade lines are a true representation of existing conditions at the time of survey."

Ben Echols
BENJAMIN O. ECHOLS (GA REGISTERED LICENCED SURVEYOR NO. 3320)
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
706-338-6303
ben@echolssurveying.com
08/11/2023
DATE

D: PLAT B: 18 P: 159
Recorded: 08/29/2023 02:40 PM
Doc # 2023020598 Pages: 2 Fees: \$20.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 5000589380,



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

LEGEND

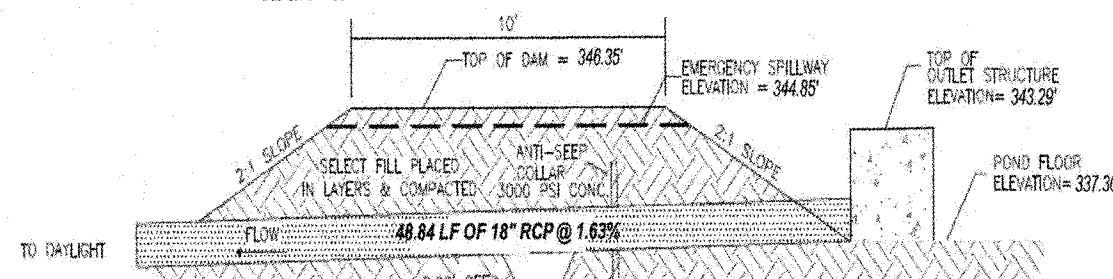
- ⊕ #4 Rebar Set (RBS)
- Iron Pin Found As Described
- ⊙ Sanitary Sewer Manhole
- ⊙ Sanitary Sewer Service
- ⊙ Fire Hydrant & 6" Valve
- ⊙ Water Valve
- ⊙ Water Service (3/4" Unless Otherwise Noted)
- ⊙ Record Stone Not Found

FLOOD NOTE:
ACCORDING TO OFFICIAL F.I.A. FLOOD HAZARD MAP 13245C0105G
DATED NOVEMBER 15, 2019, THIS LOT IS NOT IN A DESIGNATED
100 YEAR FLOOD PLAIN.

1. All deed book references shown hereon are recorded in the Clerk of Superior Court's office of RICHMOND County, Georgia.
2. This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by the Clerk of Superior Court's office of RICHMOND County, Georgia and are not guaranteed as to accuracy or completeness.
3. Structures visible on the date of survey are shown hereon.
4. Locations are accurate only when dimensioned.
5. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
6. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
7. This entire survey was performed using GPS Equipment. Redundant observations were taken at each property corner with all points having a horizontal positional accuracy of .08 feet or less.
8. This plat is subject to all easements, rights-of-way, and protective covenants of record.

DETENTION BASIN 1 DETAIL

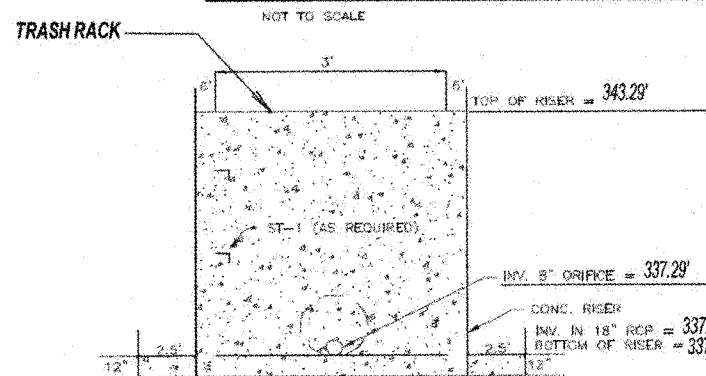
SCALE 1" = 30'



DETENTION BASIN SECTIONAL VIEW

NOT TO SCALE

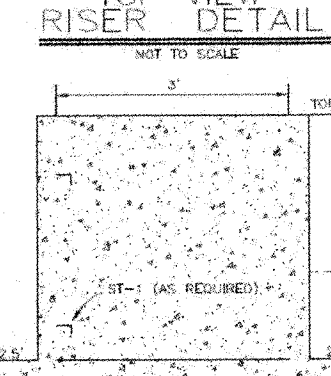
EMERGENCY SPILLWAY



FRONT VIEW RISER DETAIL

NOT TO SCALE

TOP VIEW RISER DETAIL



SIDE VIEW RISER DETAIL

NOT TO SCALE

Prepared for:
LAND TO LOTS, LLC
90N ROYOL TOWER DRIVE
IRMO, SC 29063
803-699-4734

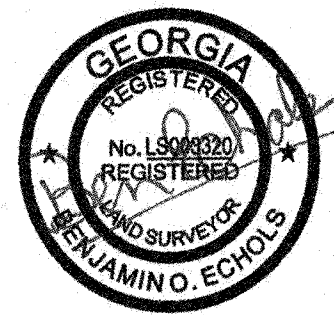
Final Plat Survey for:

BROOKSTONE NORTH PHASE II

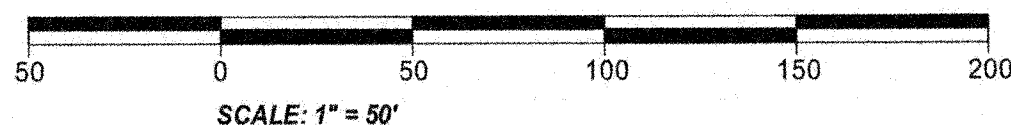
Date:	08/11/2023
G.M.D.	1269th
County:	RICHMOND
State:	GEORGIA

PROPERTY LOCATED IN WEST AUGUSTA
AUGUSTA-RICHMOND COUNTY

Equipment used: Carlson Brx7i Trimble VRS
HRMS: 098425 VRMS: 0.164042 PDOP: 1.5
Adjusted by: Least Squares
Field Work Completed on: 11/20/2022



BENJAMIN O. ECHOLS
GA PLS NUMBER 3320
1389 THOMSON ROAD
WASHINGTON, GA 30673
ben@echolsurveying.com
706-338-6303



STORMWATER QUALITY CHART

SWQ #	STORM STR. #	STRUCTURE TYPE	BRAND OF UNIT	TYPE	MODEL #
SWQ-1	LOTS	DOWNSPOUT/DISCONNECT	NA	NA	NA
SWQ-2	LOTS	VEG. FILTER STRIP	NA	NA	NA
SWQ-3	POND	DRY DETENTION	NA	DRY DETENTION	NA

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 22°31'32" W	50.00'
L2	N 22°31'33" W	42.05'
L3	N 42°41'56" W	4.20'
L4	N 42°41'45" W	40.00'
L5	N 42°41'45" W	22.93'
L6	N 42°41'47" W	38.20'
L7	N 21°46'23" W	30.91'
L8	N 21°46'22" W	45.00'
L9	N 21°46'22" W	45.00'
L10	N 21°46'22" W	45.00'
L11	N 21°46'22" W	45.00'
L12	S 21°46'22" E	45.00'
L13	S 21°46'22" E	45.00'
L14	S 21°46'22" E	45.00'
L15	S 21°46'15" E	10.39'
L16	S 42°41'48" E	31.88'
L44	S 42°41'45" E	40.00'
L45	S 42°41'46" E	22.93'
L19	S 42°41'46" E	10.54'
L20	S 22°07'55" E	2.79'
L21	S 22°31'32" E	45.00'
L22	S 22°32'57" E	45.00'
L23	S 22°27'35" E	45.00'
L24	N 42°41'45" W	39.58'
L25	S 76°09'57" W	8.52'
L26	N 31°10'42" W	50.51'
L27	N 22°17'59" W	45.00'
L28	N 21°46'22" W	45.00'
L29	N 21°46'22" W	45.00'
L30	N 21°46'22" W	45.00'
L31	N 21°46'22" W	45.00'
L32	S 06°00'00" E	46.76'
L33	S 08°12'52" W	51.85'
L34	S 21°46'22" E	45.00'
L35	S 21°46'22" E	45.00'
L36	S 40°26'48" E	27.30'
L37	S 42°41'45" E	73.47'
L38	S 38°25'17" E	27.42'
L39	S 26°28'59" E	38.49'
L40	S 22°31'32" E	45.00'
L41	S 22°31'32" E	45.00'
L42	S 22°31'32" E	45.00'
L43	S 76°40'54" W	35.31'

THE WETLANDS SHOWN HERE ARE
THOSE DELINEATED BY AREAS SHOWN
HERE ON THIS DELINEATION BY D & D
W.E.S.T., CHARLESTON, S.C. IN 2016.
THAT DELINEATION WAS FIELD LOCATED
BY D & D SURVEYING, INC. AND
PUBLISHED ON A WETLANDS MAP DATED
2-4-2017.
D & D W.E.S.T.
814 West Main Street
Charleston, SC 29402
TELEPHONE (843) 478-1072

NOTES:

- 1.) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 2.) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
- 3.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.
- 4.) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988
- 5.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY. EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.

THE DECLARATION OF CONDOMINIUM FOR BROOKSTONE NORTH IS RECORDED IN DEED BOOK _____ PAGE _____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSTONE NORTH IS RECORDED IN DEED BOOK _____ PAGE _____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

PROJECT DATA
TOTAL ACRES= 18.50 ACRES
BROOKSTONE NORTH PHASE 11
ZONING-R-1 D
TOTAL NUMBER OF LOTS 20
MINIMUM LOT SIZE : 4,950.00 SQUARE FEET
FRONT SETBACK: 25 FEET
SIDE SETBACK: 5 FEET
REAR SETBACK: 25 FEET
TAX MAP PARCEL: 0400045000
DISTURBED ACREAGE 5.30 ACRES

THERE IS A FIVE FOOT (5') SIDE EASEMENT ALONG ALL SIDE LOT LINES AND A TWENTY FIVE FOOT EASEMENT (25') ALONG ALL REAR AND FRONT LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAINAGE AND UTILITIES.

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STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
BROOKSTONE NORTH, PHASE II

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, LAND TO LOTS, LLC, a South Carolina limited liability company, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Augusta, Georgia, off the northern right-of-way of Brookstone Way, in which Rill Drive is the main thoroughfare, and **DEVELOPER** has constructed a subdivision development known as Brookstone North, Phase II, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of **DEVELOPER** to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta Commission for maintenance and control; and

WHEREAS, the road rights-of-way and storm drainage system shall remain private and the maintenance and control of the storm drainage system and the road and street system (rights-of-way) shall be strictly the responsibility of **DEVELOPER**; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Echols Surveying & Construction Services, dated November 30, 2022, approved by the Augusta-Richmond County Planning Commission on April 10, 2023, the Augusta Commission April 18, 2023, and filed in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page(s) _____. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DEVELOPER has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this _____ day of _____ 2023, between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

That **DEVELOPER**, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by **AUGUSTA**, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by **AUGUSTA**, has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA**, its successors, assigns and legal representatives, the following, to-wit:

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and exclusive 20-foot easement(s) center over the gravity sanitary sewerage system, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to **AUGUSTA** by **DEVELOPER**.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under **DEVELOPER**.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER:

LAND TO LOTS, LLC

[Signature]
Witness

By: *[Signature]*
Jeff Skeris

As Its: President

[Signature]
Notary Public

State of South Carolina, County of Richland

My Commission Expires: 11-3-2024

(Notary Seal)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

Water and Gravity Sanitary Sewer Systems
Private Streets

BROOKSTONE NORTH, PHASE II

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between LAND TO LOTS, LLC, a South Carolina limited liability company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as **BROOKSTONE NORTH, PHASE II** as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs in a reasonable time, as determined by **AUGUSTA**.

(6) In the event the **DEVELOPER** fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set its hand and seal and **AUGUSTA** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

NT
Witness

LAND TO LOTS, LLC

By: *Jeff Skeris*

Jeff Skeris

As Its: President

Kaliska Vazquez
Notary Public

State of *South Carolina*, County of *Richland*

My Commission Expires: *01/19/2033*

(Notary Seal)



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Commission Meeting

October 17, 2023

Inmates' Food Service Contract- RFP #23-220

Department:	Richmond County Correctional Institution
Presenter:	Evan Joseph
Caption:	Motion to approve award of the professional management of (RCCI's) Inmates' Food Service to Aramark Correctional Services, LLC pending the execution of the contract by the Mayor. RFP 23-220 (Approved by Public Safety Committee October 10, 2023)
Background:	Current contract with Aramark Correctional Services, LLC expires October 31, 2023. A Request for Proposal (RFP #23-220) was completed in July 2023. Three (3) vendors: (Aramark Correctional Services, LLC, Trinity Services Group and Summit Food Services, LLC) responded.
Analysis:	A committee was formed to select a vendor. Selection was based on: Management Structure, Responsiveness to tasks, Prior Experience, Personnel and also Cost/Price Analysis. Aramark Correctional Services, LLC received the highest score and was the selected vendor to enter into contract negotiations with. .
Financial Impact:	Aramark Correctional Services, LLC will manage the entire Food Services operation of the institution to include inventory, sanitation, food prep etc. at a rate of \$2.011 per meal per inmate.
Alternatives:	None
Recommendation:	Request approval for a three (3) year contract with the option to extend for two (2) additional years.
Funds are available in the following accounts:	101033211-5317110 & 101033212-5317110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, June 28, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **895 6313 6840**; Passcode: **403268** for furnishing:

RFP Item #23-220 Inmate Food Service for Augusta, GA – RCCI

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

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

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

Pre-Proposal Conference will be held on Tuesday, June 13, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 847 0182 7818; Passcode: 552531. Optional Site Visit will be Wednesday, June 14, 2023, please contact Evan Joseph at (706) 771-2921 24 hours in advance to schedule an appointment.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, June 15, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

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Revised: 3/22/21



**RFP Item # 23-220 Inmate Food Services
for Augusta, GA – RCCI
RFP Due: Wednesday, June 28, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 96
Georgia Procurement Registry: 624
Total packages submitted: 3
Total Noncompliant: 0**

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Fee Proposal
Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Yes	Yes	1597217	Yes	Yes	Yes	Yes
Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104	Yes	Yes	667047	Yes	Yes	Yes	Yes
Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Yes	Yes	667047	Yes	Yes	Yes	Yes



RFP Item # 23-220 Inmate Food Services
for Augusta, GA – RCCI
Evaluation Date: Thursday, July 13, 2023 @ 10:00 a.m. via ZOOM

Item 34.

Vendors			Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104	Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	4.5	4.0	3.5	90.0	80.0	70.0
3. Organization & Approach	(0-5)	10	4.5	4.0	3.5	45.0	40.0	35.0
Scope of Services (40 points) A. Management Structure B. Responsive to Task C. Prior experience with inmate food services. D.Menu planning experience (Master and Emergency), purchasing of food, inventory control, sanitation- (to include food service equipment, food prep areas and floors in the storage and food service prep areas). Vendor is required to submit a sample meal plan. E. Availability. A brief statement of the availability of key personnel of the firm to undertake the proposed services. Include list of all possible positions. F. Acknowledge that contract terms are time sensitive.	(0-5)	15	5.0	4.0	4.5	75.0	60.0	67.5
5. Financial Stability	(0-5)	10	5.0	4.0	3.5	50.0	40.0	35.0
6. References	(0-5)	5	4.5	4.5	3.5	22.5	22.5	17.5
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)								
Within Richmond County	5	10				0.0	0.0	0.0
Within CSRA	5	6				0.0	0.0	0.0
Within Georgia	5	4				0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2		5.0		0.0	10.0	0.0
• All Others	5	1	5.0		5.0	5.0	0.0	5.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 350)			28.5	25.5	23.5	287.5	252.5	230.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10		5.0		0.0	50.0	0.0
Second	5	6	5.0			30.0	0.0	0.0
Third	5	4			5.0	0.0	0.0	20.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	30.0	50.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
Total Cumulative Score (Maximum point is 525)			33.5	30.5	28.5	317.5	302.5	250.0

Internal Use Only

Evaluator: Cumulative Date: 7/13/23

Procurement Department Representative: _____ Nancy Williams _____

Procurement Department Completion Date: 7/13/23

Richmond County Correctional Institution
2314 Tobacco Road - Augusta, GA 30906
(706) 798-5572 - FAX (706) 798-8110
www.augustaga.gov

Please accept this notice as my official request to enter into contractual negotiations with Aramark Correctional Services, LLC. The Evaluation Committee met on 7/13/23 and deemed Aramark as the recommended vendor.

To: Geri Sams, Procurement Director
From: Evan Joseph, Warden
Re: RFP #23-220 (Inmate Food Services)

July 14, 2023

Evan Joseph
Warden

CORRECTIONAL INSTITUTION



FOOD SERVICES & HOSPITALITY
18228 US HIGHWAY 41 NORTH
LUTZ, FL 33549

CONSOLIDATED MANAGEMENT
COMPANY
2670 106TH STREET, SUITE 140
DES MOINES, IOWA 50322

EAGLE FOOD SERVICES
ATTN: CRYSTAL TINNEY
350 ELDRIDGE AVE
ORANGE PARK, FL 32073

ABL MANAGEMENT, INC.
P.O. BOX 40486
BATON ROUGE, LA 70835-0486

ARAMARK
3302 COMMERCE DRIVE
AUGUSTA, GA 30909

ROYAL FOOD SERVICE
3720 ZIP INDUSTRIAL BOULEVARD
ATLANTA, GA 30354

GOOD SOURCE SOLUTIONS INC.
GOOD SOURCE INC.
1750 WEST HWY 52
EMMETT, IDAHO 83617

ARAMARK CORRECTIONAL
SERVICES
ATTN: KATHY MOLINETS
2300 WARRENVILLE RD
DOWNERS GROVE, IL 60515

TRINITY SERVICE GROUP, INC
ATTN: CHRIISTINA MURO
477 COMMERCE BLVD.
OLDSMAR, FL 34677

FOOD SERVICES & HOSPITALITY
18228 US HIGHWAY 41 NORTH
LUTZ, FL 33549

CBM FOOD SERVICES/SUMMIT
500 E 52ND STREET
SIOUX FALLS, SD 57104

TRINITY/KEEFE
ATTN: BEN JOHNSON
1371 TRADEPOINT DR
JACKSONVILLE, GL 32218

CBM FOOD SERVICES/SUMMIT
ATTN: TARNEZ GREENE
500 E. 52ND STREET
SIOUX FALLS, SD 57104

ARAMARK CORRECTIONAL
SERVICES, LLC
2400 MARKET STREET
PHILADELPHIA, PA 19103

KIMBLES FOOD
ADDRESS: 100 WEBSTER ST.
LAGRANGE, GA 30241

EVAN JOSEPH
WARDEN RCCI

PHYLLIS MILLS JOHNSON
COMPLIANCE

RFP ITEM #23-220
INMATE FOOD SERVICES FOR
RICHMOND COUNTY CORRECTIONAL
INSTITUTION AUGUSTA, GA-RCCI
RFP DUE: THUR, 5/2/19@11:00 AM

RFP ITEM #23-220
INMATE FOOD SERVICES FOR
RICHMOND COUNTY CORRECTIONAL
INSTITUTION AUGUSTA, GA-RCCI
RFP MAILED: 5/11/23

LLC 2023-05-18			
Yellow Brick Road, LLC 2023-05-18	ybrusa1@gmail.com Wilson, Lakeisha	N	NOM
Zivian Consulting Group 2023-05-18	zivian_natural@yahoo.com Johnson, Zivian	N	NOM
Zodiak Technology & Associates, LLC 2023-05-18	zodiakta@gmail.com Muhammad, Maurice	N	NOM
chefs lit ltd co 2023-05-18	hikicatering@outlook.com thomas, kiera	N	NOM
iEatMorePlants, LLC 2023-05-18	ieatmoreplants@gmail.com Richards, Ethel	N	NOM
jrf consulting services llc 2023-05-18	prodby401j@gmail.com Fears, Joshua	N	NOM
m9 enterprises llc 2023-05-18	m9.enterprisesllc@gmail.com McClure, Kelli	N	NOM
matrix Management Services LLC 2023-05-18	tamera@matrixMGMTservices.com Wynn, Tamera	N	NOM

ETHNIC GROUP	COUNT
African American	50
Asian American	11
Native American	2
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	278
Not Classified	0
Total Number of Vendors	343
Total Number of Contacts	624

[PR_bid_email_list](#)

[Bid Details](#)

[Audit Trail](#)

[Watchers List](#)

[Planholders](#)

[Postbid Viewers](#)

[Broadcast History](#)

Planholders

Add Supplier

Export To Excel

Supplier (9)

Supplier 	Download Date
ARAMARK Correctional Services, LLC	06/02/2023
Celebrations	06/19/2023
Chayas Life Delivery LLC	06/24/2023
Direct business worldwide enterprise	06/16/2023
Dodge Data	05/19/2023
Immaculate Facilities Group LLC	05/18/2023
Kellwell Food Management	05/22/2023
Onvia, Inc. - Content Department	05/18/2023
The Can Man	05/30/2023

Add Supplier

Supplier Details

Supplier Name	ARAMARK Correctional Services, LLC
Contact Name	Kathy Molinets
Address	2400 Market Street , Philadelphia, PA 19103
Email	molinets- kathy@aramark.com
Phone Number	630-271-2926

Remove

Documents

Filename	Type	Action
23-220_RFP	Bid Document / Specifications	View History
23-220_ADD1	Addendum	View History

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Commission Meeting

October 17, 2023

Richmond County DUI Court 2023 SAMHSA Grant Award

Department:	Richmond County State Court/DUI Court Program
Presenter:	Crystal Page
Caption:	Motion to accept 2023 SAMHSA Grant Award. (Approved by Public Safety Committee October 10, 2023)
Background:	State Court operates a DUI and Veterans Court and these funds are used to support these programs
Analysis:	None
Financial Impact:	No Match Required
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	204022320
<u>REVIEWED AND APPROVED BY:</u>	Chief Judge, Kellie K. McIntyre



Department of Health and Human Services
 Substance Abuse and Mental Health Services Administration
 Center for Substance Abuse Treatment

Notice of Award
 FAIN# H79TI085872
 Federal Award Date
 09/08/2023

Recipient Information

1. Recipient Name

AUGUSTA-RICHMOND COUNTY
 GOVERNMENT
 535 TELFAIR ST
 STE 800
 AUGUSTA, GA 30901

2. Congressional District of Recipient

12

3. Payment System Identifier (ID)

1582204274A4

4. Employer Identification Number (EIN)

582204274

5. Data Universal Numbering System (DUNS)

073438418

6. Recipient's Unique Entity Identifier

ZH93N1J4TBE8

7. Project Director or Principal Investigator

Crystal A Page

 cpage@augustaga.gov
 706-849-3484

8. Authorized Official

Ms. Takiyah Douse
 cpage@augustaga.gov
 706-821-2400

Federal Agency Information

9. Awarding Agency Contact Information

Aina Halili
 Grants Specialist
 aina.halili@samhsa.hhs.gov
 240-276-2820

10. Program Official Contact Information

Oluwashina Deborah
 Program Official
 deborah.oluwashina@samhsa.hhs.gov
 (240) 276-1015

Federal Award Information

11. Award Number

1H79TI085872-01

12. Unique Federal Award Identification Number (FAIN)

H79TI085872

13. Statutory Authority

Section 509 (42 USC 290bb-2) of the PHS Act, as amended

14. Federal Award Project Title

Richmond County Accountability Court Substance Abuse Program

15. Assistance Listing Number

93.243

16. Assistance Listing Program Title

Substance Abuse and Mental Health Services_Projects of Regional and National Significance

17. Award Action Type

New Competing

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024

20. Total Amount of Federal Funds Obligated by this Action	\$350,728
20a. Direct Cost Amount	\$350,728
20b. Indirect Cost Amount	\$0

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period \$350,728

24. Total Approved Cost Sharing or Matching, where applicable \$0

25. Total Federal and Non-Federal Approved this Budget Period \$350,728

26. Project Period Start Date 09/30/2023 – End Date 09/29/2028

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$350,728

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

LeSchell D Browne

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/08/2023

Center for Substance Abuse Treatment

Award Number: 1H79TI085872-01

FAIN: H79TI085872

Program Director: Crystal A Page

Project Title: Richmond County Accountability Court Substance Abuse Program

Organization Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Authorized Official: Ms. Takiyah Douse

Authorized Official e-mail address: cpage@augustaga.gov

Budget Period: 09/30/2023 – 09/29/2024

Project Period: 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$350,728 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to AUGUSTA-RICHMOND COUNTY GOVERNMENT in support of the above referenced project. This award is pursuant to the authority of Section 509 (42 USC 290bb-2) of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
LeSchell D Browne
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI085872-01**Award Calculation (U.S. Dollars)**

Supplies	\$1,800
Contractual	\$346,438
Other	\$2,490
Direct Cost	\$350,728
Approved Budget	\$350,728
Federal Share	\$350,728
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$350,728

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$350,728
2	\$350,728
3	\$357,547
4	\$357,547
5	\$357,547

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1582204274A4
 Document Number: 23TI85872A
 Fiscal Year: 2023

IC	CAN	Amount
TI	C96N306	\$350,728

IC	CAN	2023	2024	2025	2026	2027
TI	C96N306	\$350,728	\$350,728	\$357,547	\$357,547	\$357,547

TI Administrative Data:

PCC: DC-AD23 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI085872-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI085872-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 1H79TI085872-01
REMARKS
New Award - SAMHSA Treatment Drug Courts

This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity TI-23-007, Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts, has been selected for funding.

The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. The program recognizes the need for treatment instead of incarceration for individuals with SUDs. These awards provide a continuum of care, including prevention, harm reduction, treatment, and recovery services, for individuals with SUD involved with the courts. Harm reduction services funded under this award must adhere to federal, state, and local laws, regulations, and other requirements related to such programs or services.

Award recipients will be expected to screen and assess clients for the presence of SUD

and/or co-occurring substance use and mental disorders, screen for infectious diseases for which those with SUDs are at high risk and provide evidence-based and population appropriate harm reduction, treatment, and recovery support services. SAMHSA Treatment Drug Courts awards are authorized under Section 509 (42 U.S.C 290bb-2) of Public Health Service Act, as amended.

Policies and Regulations – Accepting a grant award or cooperative agreement requires the recipient organization to comply with the terms and conditions of the NoA, as well as all applicable Federal Policies and Regulations. This award is governed by the Uniform Guidance [2 Code of Federal Regulations \(CFR\) § 200](#) as codified by HHS at [45 CFR § 75](#); Department of Health and Human Services (HHS) [Grants Policy Statement](#); SAMHSA [Additional Directives](#); and the [Standard Terms and Conditions](#) for the fiscal year in which the grant was awarded.

- * **Key Personnel** – are staff members who must be part of the project regardless of whether they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect SAMHSA’s expectation of diversity, equity, and inclusion in the selection of staff.

The key personnel for this program will be:

- o **Project Director with a minimum level of effort of 0.20 FTE.**

- * **The Key Personnel identified in your application has not been approved by SAMHSA.** Your assigned GPO will confirm approval via eRA Correspondence within 60 days of receipt of this NoA. If SAMHSA’s review of the Key Personnel results in the proposed individual not being approved or deemed not qualified for the position, the organization will be required to submit a qualified candidate for the Key Personnel position. SAMHSA will not be liable for any related costs incurred on this grant award.

The identified PD for this program is listed in item #7 “Project Director or Principal Investigator” on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must notify your assigned Government Project Officer (GPO) and Grants Management Specialist (GMS) via email immediately and plan to submit a post award amendment for a change in key personnel via eRA Commons.

Key personnel or other grant-supported staff may not exceed 100% level of effort across all federal and non-federal funding sources.

Any changes to key staff, including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval, and must be submitted as a post-award amendment in eRA Commons. Refer to SAMHSA’s website for more information on submitting a [key personnel change](#). See [SAMHSA PD Account Creation Instructions](#) for a quick step-by-step guide and [SAMHSA Grantee PD Account Creation Slides](#) for additional information

on the eRA Commons registration process for the PD.


Funding Limitations – SAMHSA reserves the right to disallow costs under this grant award at any time during the award project period. Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the [Funding Opportunity Announcement](#) and all applicable Policies & Regulations.

The Cost Principles that delineate the allowable and unallowable expenditures for HHS recipients are described in the [Code of Federal Regulations](#). Funding Limitations and Restrictions are listed in the [Notice Funding Opportunity Announcement](#). You may also reference the SAMHSA grantee guidelines on [Financial Management Requirements](#).

Unallowable Costs – Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to the “Factors affecting allowability of costs” per [2 CFR § 200.403](#) and the “Reasonable costs” considerations per [2 CFR § 200.404](#). A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Supplanting – “Supplement Not Supplant” grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

Award Payments – Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). First time PMS users must obtain access to view available funds, request funds, or submit reports. Users will need to request permission and be approved by PSC. Inquiries regarding payments should be directed to PMS by emailing the helpdesk at PMSSupport@psc.hhs.gov or call 1-877-614-553. You should also visit the PSC website for more information about their services - <https://pms.psc.gov/>

 **Special Terms & Conditions of Award** – There may be special terms and conditions associated with your grant award. Recipients must address all special terms and conditions by the reflected due date. See the **Special Terms of Award** and **Special Conditions of Award** sections below for the specific terms and conditions associated with your grant award. A recipient's failure to comply with the terms and conditions of award, may cause SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.

Responding to Award Terms & Conditions – All responses to award terms and

conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants> training-materials under the heading “Grant Management Reference Materials for Grantees.”

Prior Approval Requirements – Prior approval is required for the following changes to your grant award: Changes in the status of the Project Director, or other key personnel named in the NoA; Changes in scope; Significant re-budgeting and Transfer of substantive programmatic work; Carryover of unobligated balances; Change of grantee organization; Deviation from award terms and conditions; No-cost extension and Transfer of substantive programmatic work. A full list of actions requiring prior approval can be found on page II-49 of the HHS [Grants Policy Statement](#) Exhibit 5 (Summary of Actions Requiring OPDIV Prior Approval). **All prior approval actions must be submitted as post award amendment requests in eRA Commons.**

Post Award Amendments – If information on the NoA needs to be changed, it will require approval from the federal agency before the grant recipient can implement the modification. Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

Primary Contacts

- For technical support, contact [eRA Service Desk](#) at 866-504-9552 (Press 6 for SAMHSA Grantees).
- For budget and grants management related questions, contact your assigned GMS.
- For programmatic questions, contact your assigned GPO

Contact information for the GMS and GPO are listed on the last page of this NoA.

Training & Resources – Visit the following pages on our website for more information on implementation, monitoring and reporting on your new grant award:

- [Grants Management](#)
- [Training & Resources for recipients](#)
- [eRA Commons](#)

Adult Treatment Drug Court (PCC: DC-AD23)

Adult Drug Court Model Key Components and Standards may be found in Appendix M of the NOFO, page 87

SPECIAL TERMS

Project implementation

Project implementation is expected to begin by the fourth month of the award.

Funding Limitations/Restrictions

The funding restrictions for this project are below.

- No more than **15 percent** of the total award for the budget period may be used for developing the program infrastructure necessary for expansion of services.
- No more than **20 percent** of the total award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

Be sure to identify these expenses in your proposed budget.

 **SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix I – Standard Funding Restrictions.**

Disparity Impact Statement (DIS)

By November 30, 2023, submit via eRA Commons a completed Disparity Impact Statement.

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance behavioral health equity for all. The DIS is a grant requirement that helps grantees identify racial, ethnic, sexual, and gender minority groups at the highest risk of experiencing behavioral health disparities within their grant projects and implement a disparity reduction action plan with a quality improvement process to address and close the identified gap(s). The DIS should be consistent with the Population of Focus and Statement of Need identified in the grant application and include the components as described below. Please refer to the DIS worksheet, examples, and other resources on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

The main components of the DIS are:

- Identify and describe the behavioral health disparity within the population of focus of the grant project that experience disparate access, use, and outcomes.
- Provide a demographic table of the proposed number of individuals to be served, reached, or trained in the grant project that covers the entire grant period. Identify the data sources used to support the rationale for how the determination of the disparity was made.
- Identify the social determinants of health (SDOH) domains and the Culturally and Linguistically Appropriate Services in Health and Health Care ([CLAS](#)) Standards that the grantee organization will work to address and improve for the identified population(s) of focus.
- Develop a disparity reduction quality improvement action plan to address behavioral health disparities based on the available data on access, use, and outcomes.

In accordance with the reporting requirements outlined in the Notice of Funding Opportunity

(NOFO), the grantee is required to provide an update on the project's progress towards addressing quality care of underserved populations related to the Disparity Impact Statement (DIS), barriers encountered, including challenges serving populations of focus, efforts to overcome these barriers; evaluation activities for tracking DIS efforts; and a revised quality improvement plan if the DIS does not meet the quality of care requirements as stated in the DIS.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading How to Respond to Terms and Conditions.

SPECIAL CONDITIONS

Key Personnel - Resume & Job Description

By **October 16, 2023**, submit via eRA Commons:

Please submit a resume and position description for all project staff as supporting documentation for the application. In accordance with the [FOA](#), kindly ensure that your resume and position description adhere to the following guidelines:

Biographical Sketch

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents.

- Name of staff member
- Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
- Professional experience
- Recent relevant publications

Position Description

- Title of position
- Description of duties and responsibilities
- Qualifications for position
- Supervisory relationships
- Skills and knowledge required
- Amount of travel and any other special conditions or requirements
- Salary range
- Hours per day or week

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading How to Respond to Terms and Conditions.

Revised SF424 & Revised Budget

By **October 31, 2023**, submit in eRA.

1. **Submit a revised SF-424** with the Project Director (PD) name and contact information listed in Section 8f and the Authorized Representative listed in Section 21. **Correct the amount on line 18-a to match to the amount listed in SF-424A, section 6 k.** The contact information for the Authorized Representative in Section 21 must match the name of the person who signs the SF-424 form. For instructions on how to complete the SF-424 form can be found at: <https://www.samhsa.gov/grants/applying/forms-resources>.
2. **Submit a detailed Revised Budget with Narrative Justification addressing the items below.** For your revised budget narrative **we need you to use the SAMHSA Budget Template** located on the following website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#pdfbudget-template>

A. Personnel

In your budget all staff have been marked incorrectly as a Key Personnel. Please insure to identify as the Key Personnel only the Project Director required by the FOA.

For staff listed under the personnel section, please provide additional information, as:

1. **Key Personnel** – Identify if the position is key personnel required by the FOA:
 - a. Key staff positions require prior approval by SAMHSA after review of credentials and job descriptions.
2. **Salary/Rate** – The estimated annual salary or rate. If providing a rate, specify the time basis (e.g., hourly, weekly).
 - a. Salaries should be comparable to those within your organization.
 - b. If the position is not being charged to the Federal award, but the individual is working on the project identify the salary/rate as an “in-kind” cost.
3. **Level of Effort (LOE)** – The level of effort (percentage of time) that the position contributes to the project.
4. **Total Salary** – The total salary/amount each position is paid based on their contribution to the project.
 - a. If the position is not being charged to the Federal award, identify the cost as \$0.

C. Travel

Travel – \$8,619: The travel cost appears to be quite high given that there are three individuals travelling. Travel expenses charged to an award must comply with HHS

regulations at [45 CFR §75.474](#). We kindly request that you provide a copy of your organization's written travel reimbursement policies. If your organization does not have documented travel policies, please utilize the federal GSA rates (<https://www.gsa.gov/portal/category/26429>). Kindly specify the three grant staff positions that will be attending this conference. Additionally, please ensure that the justification clearly identifies the necessity of the travel if it is not specifically required by the FOA. The narrative description should include the purpose of the travel and explain how it directly relates to the scope of work.

When conference charges include meals, it is necessary to minimize the daily meal reimbursements. Furthermore, please make necessary adjustments to the meal costs on both the arrival and departure days.



F. Contractual:

Contractual total - \$346,438: For this cost, please provide the following:

List the budgets for each sub-award, contract, consultant, or consortium agreement.

Name – Provide the name of the entity and identify if it is a sub-recipient, contractor, or consultant.

Service – Identify the products or services to be obtained.

- o As part of the justification, provide a summary of the scope of work, the specific tasks to be performed, the necessity of the task for each sub-award or contract as it relates to the Project Narrative. Include the dates/length for the performance period. NOTE: costs that are outside the period of performance of the award cannot be charged to the award.

Rate – provide an itemized line-item breakdown. Costs associated with contracts must be presented in a detailed breakdown format. This should include an itemized list of materials, quantities, number of individuals involved, unit or hourly costs, hours or levels of effort expended, or any other relevant factors. Additionally, please provide a narrative justification for each of these costs. If applicable, the number of clients involved should be included in the cost breakdown.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

STANDARD TERMS AND CONDITIONS

Reporting Requirements

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in your Project Narrative in response to Section E: Data Collection and Performance Measurement in [Section V](#) of this [NOFO](#)

Recipients are required to report performance on the following measures:

- number of individuals served
- diagnoses
- abstinence from substance use
- housing stability
- employment/education status
- social connectedness
- health/behavioral/social consequences
- access to treatment
- treatment(s) provided
- retention in treatment
- criminal justice involvement

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon award. An example of the required data collection tool (i.e., National Outcome Measures (NOMs) or NOMS client level services tool) can be found [here](#). Data will be collected via an interview using this tool at three data collection points at baseline (i.e., the client's entry into the project), discharge, and six months post baseline. Recipients will be expected to do a GPRA interview on all clients for their specified unduplicated target number and are also expected to achieve a six-month follow-up rate of 80 percent. Data are to be submitted through the specific online data collection tool within seven days of data collection or as specified after award. GPRA training and technical assistance will be offered to recipients.

The collection of these data enables SAMHSA to report on key outcome measures relating to the program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, retention, service use, and outcomes nationwide.

FTDC recipients will also be required to collect and report data on the children of parents and other family members participating in the FTDC, as well as family functioning outcomes such as:

- Number and type of services provided to children and additional family members.
- Number of children placed in out of home care.
- Re-entries to out of home care/foster care.
- Number of children reunited with parents after being removed from the home and placed in temporary placement.

This information will be included in the semi-annual progress report see [Section VI.3](#).

Performance data will be reported to the public as part of SAMHSA's Congressional Budget Justification.



Programmatic Progress Report

The SAMHSA Treatment Drug Courts recipients are required to submit a six-month progress report due no later than 30 days after the end of the second quarter (**March 30, 2024**) and an annual report is due within 90 days of the end of the budget period. A final performance report must be submitted within 120 days after the end of the project

period (September 29, 2024).

For this budget period Programmatic Progress Reports are due as follows:



- **Six Month Report – Due April 30, 2024**
- **Annual Report – Due December 28, 2024**

The progress reports must discuss project progress, barriers encountered, efforts to overcome these barriers, evaluation activities for tracking DIS efforts and a revised quality improvement plan if DIS does not meet quality of care requirements. More information will be provided by your assigned Government Project Officer.

A final performance report must be submitted within 120 days after the end of the project period. The final performance report must be cumulative and report on all activities during the entire project period.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

Annual Federal Financial Report (FFR or SF-425)

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments. The FFR is required on an annual basis no later than 90 days after the end of each Budget Period. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:



- **By 12/28/2024**, submit the Federal Financial Report (FFR)/(SF-425).

The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS' Video on how to request new user access @ <https://youtu.be/kdoqaXfiu0> and PDF resource with instructions on Requesting Access @ https://pms.psc.gov/forms/New-User-Request_Granttee.pdf

Instructions on **how to submit a FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant-recipients/ffr-updates.html>

While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the “Manage FFR” link on the “Search for Federal Financial Report (FFR)” page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the “Manage FFR” link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the [Managing User Accounts: Add or Remove Roles, Unaffiliate Account](#) document for instructions on how to assign a the FSR role.

If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1-877-614-5533.

Note: Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F, Audit Requirements](#).

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Oluwashina Deborah, Program Official

Phone: (240) 276-1015 **Email:** deborah.oluwashina@samhsa.hhs.gov

Aina Halili, Grants Specialist

Phone: 240-276-2820 **Email:** aina.halili@samhsa.hhs.gov

AUGUSTA, GEORGIA


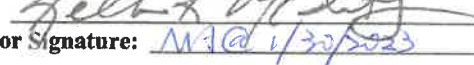
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000421	STATE CT	SAMHSA Substance Abuse and Mental Health Services Admin
REQUESTING FUNDS OFFERED BY DEPARTMENT OF HEALTH AND HUMAN SERVICES (SAMHSA) FOR THE OPERATION OF STATE COURT ACCOUNTABILITY PROGRAM.		
NO CASH OR IN KIND MATCH REQUIRED		
EEO REQUIRED: NO		
EEO DEPARTMENT NOTIFIED: NO		

Start Date: 09/30/2023	End Date: 09/30/2028			
Submit Date: 01/23/2023	Department: 026	State Court	Cash Match?	N
Total Budgeted Amount: 2,000,000.00	Total Funding Agency:	2,000,000.00	Total Cash Match:	0.00
Sponsor: GM0007		US Dpt Health Human Svc		
Sponsor Type: F		Federal		
Purpose: 4		DUI Courts		
Flow Thru ID:				


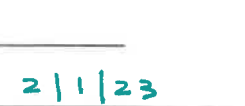
		Contacts	
Type	ID	Name	Phone
I	GMI043	Kellie McIntyre	(706)823-4412

			Approvals	
Type	By	Date		
FA	K. MCINTYRE	01/23/2023	Dept. Signature:	
			Grant Coordinator Signature:	

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the request

	
Finance Director	Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☒ Approve the Department Agency to move forward with the application
- ☐ Deny the request

	
Administrator	Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Commission Meeting

October 17, 2023

Approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.

Department:	Information Technology
Presenter:	Gary Hewett, Deputy CIO
Caption:	Motion to approve the upgrade of existing cable modem connections to fiber connectivity for remote department access. (Approved by Public Safety Committee October 10, 2023)
Background:	<p>Augusta Information Technology, currently, has Comcast cable modem connections providing internet connectivity for remote sites. Approval of this agenda item will provide the benefits below.</p> <ul style="list-style-type: none"> • Upgrading from current broadband service (shared - best effort service without service level agreements) to an Enterprise Service with fully dedicated fiber service from end to end, with priority support and SLA. • Increased performance to the internet at every location, eliminating time of day congestion and slowdowns. • Improved speed of 90/90 Mbps. • 4-hour guaranteed repair times on trouble tickets with an escalation path. • Simplified billing by locations and circuits.
Analysis:	Upgrading these Comcast services will improve Augusta's prioritization during service outage. Additionally, billing and contract management will be centralized.
Financial Impact:	If approved, the cable modem upgrade will be completed without a net increase.
Alternatives:	Continue operating with current environment.
Recommendation:	Approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.
Funds are available in the following accounts:	Funds are available in each Department/Office's Operating Budget.
<u>REVIEWED AND APPROVED BY:</u>	N/A

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.13

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (**"On-Net Fiber"**), or via a HFC Network (**"On-Net HFC"**), as available through Comcast.

"Service(s)" means Ethernet Dedicated Internet Services and Off-Net Dedicated Internet Access.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access. A further description of the Services are set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-

Net Services are available in a number of markets. For information on service availability, call 866-429-0152.

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 5. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 8); or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months

**ARTICLE 6. TERMINATION CHARGES;
PORTABILITY; UPGRADES; OFF-NET SERVICES**

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

6.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date,

Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

6.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

6.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales

Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

6.6 Off-Net Services. If Customer is receiving Off-Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with Customer to conduct any such changes.

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST ETHERNET DEDICATED INTERNET SERVICES
AND OFF-NET DEDICATED INTERNET ACCESS**

Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access will be provided in accordance with the service descriptions and technical specifications set forth below:

A. Service Descriptions.

Ethernet Dedicated Internet Service ("EDI"). EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Customer Service Location to a Comcast Internet Point of Presence ("POP") router.

Off-Net Dedicated Internet Access ("Off-Net DIA"). Off-Net DIA provides reliable, simple, and flexible access to the Internet. The Service is offered in the UNI increments identified in Figure 1 below and is available in CIR speed increments starting at 1 Mbps, subject to availability. The Service provides an Internet connection from the Customer Service Location to an Off-Net Service provider POP router.

B. Technical Specifications.

1. Ethernet User-to-Network Interface. The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer's router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
		1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

2. Traffic Management. Comcast's network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Customer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Comcast will discard the non-conformant packets. The Customer's router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

3. Maximum Frame Size. The Service supports a maximum transmission unit ("MTU") frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

4. Layer 2 Control Protocol ("L2CP") Processing. All L2CP frames are discarded at the UNI.

5. IP Address Allocation. For EDI Services, IP address space is a finite resource that is an essential requirement for

all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers (“ARIN”) guidelines and by completing an IP address request form; additional charges may apply. For Off-Net DIA, up to two (2) routable IP addresses will be assigned to each customer circuit. Additional IP addresses can be requested subject to Off-Net service provider availability; additional charges may apply.

6. Domain Name Service. Comcast provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

7. Border Gateway Protocol (“BGP”) Routing. Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network. BGP routing for Off-Net DIA services is subject to Off-Net service provider terms & policies.

8. Monitoring, Technical Support and Maintenance

A. Network Monitoring. Comcast monitors On-Net Service on a 24x7x365 basis.

B. Technical Support. Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. The Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

i. Escalation. Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

ii. Maintenance. Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

C. Comcast Equipment. Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided Services.

9. Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, *e.g.*, dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access are backed by the following Service Level Agreement ("SLA"):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. Service Level Agreements

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

TABLE 1: Availability SLA for Services provided over On-Net or Off-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

C. Exceptions and Terms Applicable to All SLAs

Emergency Blocking

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. GA-12611282-JRobe

This First Amendment (“Amendment”) is concurrently entered into on September 18, 2023 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. GA-12611282-JRobe (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Augusta (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 3.2 of the Comcast Enterprise General Terms and Conditions (“General Terms and Conditions”) is hereby revised to read as follows:

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. To the extent not prohibited by law and subject to Customer’s right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

2. Article 6.2 of the General Terms and Conditions is hereby revised to read as follows:

Customer’s Indemnification Obligations. To the extent not prohibited by law and subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

3. Article 7.1 of the General Terms and Conditions is hereby revised to read as follows:

Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, including pursuant to Georgia Open Records Act found in O.C.G.A. 50-70-18, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

4. Article 9.9 of the General Terms and Conditions is hereby revised to read as follows:

Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Richmond County, Georgia and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

5. Article 9.12 of the General Terms and Conditions is hereby added to read as follows:

Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order under MSA ID No. GA-12611282-JRobe-23683504, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party. In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast

in writing as soon as it has knowledge that funds are not available for any fiscal period under the applicable Sales Order Service Term.

6. Article 9.13 of the General Terms and Conditions is hereby added to read as follows:

Augusta, Georgia is a self-insured entity, and as such, to the extent allowable by law, this contract shall be covered by such self-insurance.

7. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
8. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Augusta

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	



Account Name

MSA ID

Date Generated

City of Augusta

GA-12611282-JRobe

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA Term: 60

CUSTOMER INFORMATION

Primary Contact: Tameka Allen	Primary Contact Address Information
Title: Chief Information Officer	Address 1: 535 Telfair St
Phone: 7068212300	Address 2: Bldg 2000
Cell:	City: Augusta
Fax:	State: GA
Email: allen@augustaga.gov	Zip Code: 30901

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER (by authorized representative)

Signature:
Name:
Title:
Date:

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS
("General Terms and Conditions")**

VERSION 4.0 Effective as of November 2, 2022

Item 36.

Network: The Comcast Equipment, fiber optic, or cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to each of the Services ordered by Customer under the Agreement.

Sales Order: An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Unless otherwise indicated herein, each Statement of Work shall be considered a Sales Order.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Statement of Work (SOW): The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

Website: The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon

ARTICLE 1. DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Agreement: Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business that has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

Customer: The entity named on the Enterprise Services Master Service Agreement Cover Page.

Customer-Provided Equipment: All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Customer's signature, the Sales Order will become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

2.2 Access. To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location or facility and associated property containing the Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment.

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause a material degradation in the Services. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Unless otherwise set forth in an SOW, Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Except as otherwise provided in an SOW, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment or facilities provided by a party not contracted by Comcast.

2.5 Network; Intellectual Property.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to

the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

B. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

C. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("Updates"). Comcast may perform such Updates remotely or on-site, at Comcast's sole discretion. Customer hereby consents to, and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from Customer's failure to allow Comcast to install any Updates.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other Services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

3.2 Payment Terms; Disputes.

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the

Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following the invoice date.

3.3 Credit Approval and Deposits. Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

4.3 Termination for Cause.

A. If either Party is in material breach of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for

cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s).

B. Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent as defined under the U.S. Bankruptcy Code, institutes or has instituted against it any bankruptcy, reorganization, det arrangement or assignment for the benefit of creditors, other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

C. Comcast may terminate any Sales Order and/or the Agreement immediately if Customer or its employees, agents, or representatives threaten, harass, or use vulgar or inappropriate language toward Comcast personnel.

4.4 Effect of Expiration/Termination of a Sales Order or SOW. Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF

ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

5.2 Disclaimer of Warranties.

A. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or SOW, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

B. Notwithstanding anything to the contrary contained in the Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by Customer or third parties not under the control of Comcast; or (4) loss or destruction of any

Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is solely responsible for backing up its data, files, and software prior to the installation of Service and at regular intervals thereafter.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Sections 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

6.2 Customer's Indemnification Obligations. Subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of

indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party’s confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party’s Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party’s expense.

7.2 Publicity. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; COMCAST POLICIES

8.1 Prohibited Uses; Comcast Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy (“AUP”) available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast will comply with the Comcast Privacy Policy (“Privacy Policy”) which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

8.3 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

8.4 Monitoring. Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast’s sole discretion, is unacceptable, undesirable or in violation of this Agreement.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party hereunder shall be binding on all successors-in-interest and permitted assigns of such party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement.

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's

sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Compliance with Laws. Each of the Parties agrees to comply with all local, state and federal laws and regulations and

ordinances applicable to such Party in the performance of its respective rights and obligations under this Agreement.

9.7 Consent to Communications from Comcast.

Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer, and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agree that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

9.8 Entire Understanding; Construction; Survival; Headings; No Waiver.

The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.9 Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

9.10 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither

party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

9.11 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations and this Agreement.

MSA ID#: GA-12611282-JRobe

SO ID#: GA-12611282-JRobe-23683504

Account Name: City of Augusta

Item 36.

CUSTOMER INFORMATION (for notices)

Primary Contact: Tameka Allen	Billing Account Name City of Augusta	INVOICE ADDRESS
Title:	Billing Name	Address 1: 535 Telfair St
Address 1: 535 Telfair St	(3rd Party Accounts)	Address 2: Bldg 2000
Address 2: Bldg 2000	Billing Contact: Tameka Allen	City: Augusta
City: Augusta	Title: Chief Information Officer	State: GA
State: GA	Phone: 7068212525	Zip Code: 30901
Zip: 30901	Cell:	Tax Exempt:
Phone: 7068212300	Fax:	* If Yes, please provide and attach all applicable tax exemption certificates
Cell:	Email: allen@augustaga.gov	
Fax:		
Email: allen@augustaga.gov		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00
Change Monthly Recurring Charges:	\$21,450.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$21,450.00
Total Monthly Recurring Charges:	\$21,450.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$21,450.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep: Brady Henshaw
Name:	Name:	Sales Rep E-Mail: Brady_Henshaw@Comcast.com
Title:	Title:	Region: Big South
Date:	Date:	Division: Central

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

Short Description of Service:

City of Augusta new Fiber EDI Services

Service Term: 60 MONTHS

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Law Office / 535 Telfair St	-	Interstate	1	\$0.00	\$0.00
002	New	Add	EDI - Bandwidth	90 Mbps	Augusta Law Office / 535 Telfair St	-	Interstate	1	\$195.00	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Regional Airport / 1501 Av	-	Interstate	1	\$0.00	\$0.00
005	New	Add	EDI - Bandwidth	90 Mbps	Augusta Regional Airport / 1501 Av	-	Interstate	1	\$195.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	New	Add	EDI - Network Interface - 10 / 100	1Port	Barton Village Community Center /	-	Interstate	1	\$0.00	\$0.00
008	New	Add	EDI - Bandwidth	90 Mbps	Barton Village Community Center /	-	Interstate	1	\$195.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services / 2760 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
011	New	Add	EDI - Bandwidth	90 Mbps	Central Services / 2760 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services - Magnolia Cemetery	-	Interstate	1	\$0.00	\$0.00
017	New	Add	EDI - Bandwidth	90 Mbps	Central Services - Magnolia Cemetery	-	Interstate	1	\$195.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services - Westview Cemetery	-	Interstate	1	\$0.00	\$0.00
020	New	Add	EDI - Bandwidth	90 Mbps	Central Services - Westview Cemetery	-	Interstate	1	\$195.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	New	Add	EDI - Network Interface - 10 / 100	1Port	CNG Plant / 3035 Tobacco Rd	-	Interstate	1	\$0.00	\$0.00
023	New	Add	EDI - Bandwidth	90 Mbps	CNG Plant / 3035 Tobacco Rd	-	Interstate	1	\$195.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	New	Add	EDI - Network Interface - 10 / 100	1Port	E911 (Training Room) / 911 Fourth St	-	Interstate	1	\$0.00	\$0.00
026	New	Add	EDI - Bandwidth	90 Mbps	E911 (Training Room) / 911 Fourth St	-	Interstate	1	\$195.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Administration / 3035	-	Interstate	1	\$0.00	\$0.00
029	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Administration / 3035	-	Interstate	1	\$195.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Investigation / 3035	-	Interstate	1	\$0.00	\$0.00
032	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Investigation / 3035	-	Interstate	1	\$195.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 1 / 11	-	Interstate	1	\$0.00	\$0.00
035	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 1 / 11	-	Interstate	1	\$195.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 10 / 11	-	Interstate	1	\$0.00	\$0.00
038	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 10 / 11	-	Interstate	1	\$195.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 11 / 11	-	Interstate	1	\$0.00	\$0.00
041	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 11 / 11	-	Interstate	1	\$195.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 12 / 11	-	Interstate	1	\$0.00	\$0.00
044	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 12 / 11	-	Interstate	1	\$195.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 13 / 11	-	Interstate	1	\$0.00	\$0.00
047	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 13 / 11	-	Interstate	1	\$195.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 14 / 11	-	Interstate	1	\$0.00	\$0.00
050	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 14 / 11	-	Interstate	1	\$195.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$3,120.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 15 /	-	Interstate	1	\$0.00	\$0.00
053	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 15 /	-	Interstate	1	\$195.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 16 /	-	Interstate	1	\$0.00	\$0.00
056	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 16 /	-	Interstate	1	\$195.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 17 /	-	Interstate	1	\$0.00	\$0.00
059	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 17 /	-	Interstate	1	\$195.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 18 /	-	Interstate	1	\$0.00	\$0.00
062	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 18 /	-	Interstate	1	\$195.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 19 /	-	Interstate	1	\$0.00	\$0.00
065	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 19 /	-	Interstate	1	\$195.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 2 / 1	-	Interstate	1	\$0.00	\$0.00
068	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 2 / 1	-	Interstate	1	\$195.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 4 / 1	-	Interstate	1	\$0.00	\$0.00
071	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 4 / 1	-	Interstate	1	\$195.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 5 / 1	-	Interstate	1	\$0.00	\$0.00
074	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 5 / 1	-	Interstate	1	\$195.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 6 / 2	-	Interstate	1	\$0.00	\$0.00
077	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 6 / 2	-	Interstate	1	\$195.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 7 / 2	-	Interstate	1	\$0.00	\$0.00
080	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 7 / 2	-	Interstate	1	\$195.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 8 / 1	-	Interstate	1	\$0.00	\$0.00
083	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 8 / 1	-	Interstate	1	\$195.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 9 / 3	-	Interstate	1	\$0.00	\$0.00
086	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 9 / 3	-	Interstate	1	\$195.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Logistics Facility	-	Interstate	1	\$0.00	\$0.00
089	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Logistics Facility	-	Interstate	1	\$195.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	New	Add	EDI - Network Interface - 10 / 100	1Port	Information Technology - Municipal	-	Interstate	1	\$0.00	\$0.00
098	New	Add	EDI - Bandwidth	90 Mbps	Information Technology - Municipal	-	Interstate	1	\$195.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	New	Add	EDI - Network Interface - 10 / 100	1Port	Judicial Center WiFi (Room 126.0	-	Interstate	1	\$0.00	\$0.00
101	New	Add	EDI - Bandwidth	90 Mbps	Judicial Center WiFi (Room 126.0	-	Interstate	1	\$195.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$2,925.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	New	Add	EDI - Network Interface - 10 / 100	1Port	Marshall Sub Station Wifi / 3050 De	-	Interstate	1	\$0.00	\$0.00
104	New	Add	EDI - Bandwidth	90 Mbps	Marshall Sub Station Wifi / 3050 De	-	Interstate	1	\$195.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	New	Add	EDI - Network Interface - 10 / 100	1Port	Planning & Development SAT Office	-	Interstate	1	\$0.00	\$0.00
110	New	Add	EDI - Bandwidth	90 Mbps	Planning & Development SAT Office	-	Interstate	1	\$195.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	New	Add	EDI - Network Interface - 10 / 100	1Port	Planning and Development 3rd Floor	-	Interstate	1	\$0.00	\$0.00
113	New	Add	EDI - Bandwidth	90 Mbps	Planning and Development 3rd Floor	-	Interstate	1	\$195.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	New	Add	EDI - Network Interface - 10 / 100	1Port	Print Shop / 711 4th Street	-	Interstate	1	\$0.00	\$0.00
119	New	Add	EDI - Bandwidth	90 Mbps	Print Shop / 711 4th Street	-	Interstate	1	\$195.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	New	Add	EDI - Network Interface - 10 / 100	1Port	Public Defender / 902 Greene St	-	Interstate	1	\$0.00	\$0.00
122	New	Add	EDI - Bandwidth	90 Mbps	Public Defender / 902 Greene St	-	Interstate	1	\$195.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	New	Add	EDI - Network Interface - 10 / 100	1Port	RCCI GED Lab / 2314 Tabacco Ro	-	Interstate	1	\$0.00	\$0.00
128	New	Add	EDI - Bandwidth	90 Mbps	RCCI GED Lab / 2314 Tabacco Ro	-	Interstate	1	\$195.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks - Doughty Park	-	Interstate	1	\$0.00	\$0.00
131	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks - Doughty Park	-	Interstate	1	\$195.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks - Lake Olmstead	-	Interstate	1	\$0.00	\$0.00
134	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks - Lake Olmstead	-	Interstate	1	\$195.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Aquatic Center	-	Interstate	1	\$0.00	\$0.00
137	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Aquatic Center	-	Interstate	1	\$195.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	New	Add			-	-			\$0.00	\$0.00
140	New	Add			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Bernie Ward C	-	Interstate	1	\$0.00	\$0.00
143	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Bernie Ward C	-	Interstate	1	\$195.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Blythe Comm	-	Interstate	1	\$0.00	\$0.00
146	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Blythe Comm	-	Interstate	1	\$195.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Carie J. Mays	-	Interstate	1	\$0.00	\$0.00
149	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Carie J. Mays	-	Interstate	1	\$195.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Garrett Gymna	-	Interstate	1	\$0.00	\$0.00
152	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Garrett Gymna	-	Interstate	1	\$195.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,535.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
154	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Henry Brigham	-	Interstate	1	\$0.00	\$0.00
155	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Henry Brigham	-	Interstate	1	\$195.00	\$0.00
156	-	-	-	-	-	-	-	-	\$0.00	\$0.00
157	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Julian Smith C	-	Interstate	1	\$0.00	\$0.00
158	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Julian Smith C	-	Interstate	1	\$195.00	\$0.00
159	-	-	-	-	-	-	-	-	\$0.00	\$0.00
160	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- May Park Cor	-	Interstate	1	\$0.00	\$0.00
161	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- May Park Cor	-	Interstate	1	\$195.00	\$0.00
162	-	-	-	-	-	-	-	-	\$0.00	\$0.00
163	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Mcbean Comm	-	Interstate	1	\$0.00	\$0.00
164	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Mcbean Comm	-	Interstate	1	\$195.00	\$0.00
165	-	-	-	-	-	-	-	-	\$0.00	\$0.00
166	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Mcduffie Wood	-	Interstate	1	\$0.00	\$0.00
167	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Mcduffie Wood	-	Interstate	1	\$195.00	\$0.00
168	-	-	-	-	-	-	-	-	\$0.00	\$0.00
169	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Newman Tenn	-	Interstate	1	\$0.00	\$0.00
170	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Newman Tenn	-	Interstate	1	\$195.00	\$0.00
171	-	-	-	-	-	-	-	-	\$0.00	\$0.00
172	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$0.00	\$0.00
173	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$195.00	\$0.00
174	-	-	-	-	-	-	-	-	\$0.00	\$0.00
175	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$0.00	\$0.00
176	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$195.00	\$0.00
177	-	-	-	-	-	-	-	-	\$0.00	\$0.00
178	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Sand Hills Par	-	Interstate	1	\$0.00	\$0.00
179	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Sand Hills Par	-	Interstate	1	\$195.00	\$0.00
180	-	-	-	-	-	-	-	-	\$0.00	\$0.00
181	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- The Boathous	-	Interstate	1	\$0.00	\$0.00
182	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- The Boathous	-	Interstate	1	\$195.00	\$0.00
183	-	-	-	-	-	-	-	-	\$0.00	\$0.00
184	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Warren Road	-	Interstate	1	\$0.00	\$0.00
185	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Warren Road	-	Interstate	1	\$195.00	\$0.00
186	-	-	-	-	-	-	-	-	\$0.00	\$0.00
187	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Administration Bldg.	-	Interstate	1	\$0.00	\$0.00
188	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Administration Bldg.	-	Interstate	1	\$195.00	\$0.00
189	-	-	-	-	-	-	-	-	\$0.00	\$0.00
190	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Phinizy Visitation Bld	-	Interstate	1	\$0.00	\$0.00
191	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Phinizy Visitation Bld	-	Interstate	1	\$195.00	\$0.00
192	-	-	-	-	-	-	-	-	\$0.00	\$0.00
193	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Southside Sub Stati	-	Interstate	1	\$0.00	\$0.00
194	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Southside Sub Stati	-	Interstate	1	\$195.00	\$0.00
195	-	-	-	-	-	-	-	-	\$0.00	\$0.00
196	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Division / 20	-	Interstate	1	\$0.00	\$0.00
197	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Division / 20	-	Interstate	1	\$195.00	\$0.00
198	-	-	-	-	-	-	-	-	\$0.00	\$0.00
199	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Division / 20	-	Interstate	1	\$0.00	\$0.00
200	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Division / 20	-	Interstate	1	\$195.00	\$0.00
201	-	-	-	-	-	-	-	-	\$0.00	\$0.00
202	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training EVOC / 20	-	Interstate	1	\$0.00	\$0.00
203	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training EVOC / 20	-	Interstate	1	\$195.00	\$0.00
204	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$3,315.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
205	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training K-9 / 2098	-	Interstate	1	\$0.00	\$0.00
206	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training K-9 / 2098	-	Interstate	1	\$195.00	\$0.00
207	-	-	-	-	-	-	-	-	\$0.00	\$0.00
208	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Myers Build	-	Interstate	1	\$0.00	\$0.00
209	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Myers Build	-	Interstate	1	\$195.00	\$0.00
210	-	-	-	-	-	-	-	-	\$0.00	\$0.00
211	New	Add	EDI - Network Interface - 10 / 100	1Port	Solid Waste Facility / 4330 Deans E	-	Interstate	1	\$0.00	\$0.00
212	New	Add	EDI - Bandwidth	90 Mbps	Solid Waste Facility / 4330 Deans E	-	Interstate	1	\$195.00	\$0.00
213	-	-	-	-	-	-	-	-	\$0.00	\$0.00
214	New	Add	EDI - Network Interface - 10 / 100	1Port	Tag Office Washington Road. / 281	-	Interstate	1	\$0.00	\$0.00
215	New	Add	EDI - Bandwidth	90 Mbps	Tag Office Washington Road. / 281	-	Interstate	1	\$195.00	\$0.00
216	-	-	-	-	-	-	-	-	\$0.00	\$0.00
217	-	-	-	-	-	-	-	-	\$0.00	\$0.00
218	-	-	-	-	-	-	-	-	\$0.00	\$0.00
219	-	-	-	-	-	-	-	-	\$0.00	\$0.00
220	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilites Wylds Road Wifi / 1840 Wyl	-	Interstate	1	\$0.00	\$0.00
221	New	Add	EDI - Bandwidth	90 Mbps	Utilites Wylds Road Wifi / 1840 Wyl	-	Interstate	1	\$195.00	\$0.00
222	-	-	-	-	-	-	-	-	\$0.00	\$0.00
223	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities Admin / 452 Walker St.	-	Interstate	1	\$0.00	\$0.00
224	New	Add	EDI - Bandwidth	90 Mbps	Utilities Admin / 452 Walker St.	-	Interstate	1	\$195.00	\$0.00
225	-	-	-	-	-	-	-	-	\$0.00	\$0.00
226	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities and Tag Office Hwy 25 / 34	-	Interstate	1	\$0.00	\$0.00
227	New	Add	EDI - Bandwidth	90 Mbps	Utilities and Tag Office Hwy 25 / 34	-	Interstate	1	\$195.00	\$0.00
228	-	-	-	-	-	-	-	-	\$0.00	\$0.00
229	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities Metering Division Wylds Ro	-	Interstate	1	\$0.00	\$0.00
230	New	Add	EDI - Bandwidth	90 Mbps	Utilities Metering Division Wylds Ro	-	Interstate	1	\$195.00	\$0.00
231	-	-	-	-	-	-	-	-	\$0.00	\$0.00
232	New	Add	EDI - Network Interface - 10 / 100	1Port	Wellness Center / 535 Telfair Street	-	Interstate	1	\$0.00	\$0.00
233	New	Add	EDI - Bandwidth	90 Mbps	Wellness Center / 535 Telfair Street	-	Interstate	1	\$195.00	\$0.00
234	-	-	-	-	-	-	-	-	\$0.00	\$0.00
235	New	Add	EDI - Network Interface - 10 / 100	1Port	UGA AGRICULTURAL EXTENSION	-	Interstate	1	\$0.00	\$0.00
236	New	Add	EDI - Bandwidth	90 Mbps	UGA AGRICULTURAL EXTENSION	-	Interstate	1	\$195.00	\$0.00
237	-	-	-	-	-	-	-	-	\$0.00	\$0.00
238	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Richmond County / 1568 E	-	Interstate	1	\$0.00	\$0.00
239	New	Add	EDI - Bandwidth	90 Mbps	Augusta Richmond County / 1568 E	-	Interstate	1	\$195.00	\$0.00
240	-	-	-	-	-	-	-	-	\$0.00	\$0.00
241	-	-	-	-	-	-	-	-	\$0.00	\$0.00
242	-	-	-	-	-	-	-	-	\$0.00	\$0.00
243	-	-	-	-	-	-	-	-	\$0.00	\$0.00
244	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND SHERRIFF OFFI / 17	-	Interstate	1	\$0.00	\$0.00
245	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND SHERRIFF OFFI / 17	-	Interstate	1	\$195.00	\$0.00
246	-	-	-	-	-	-	-	-	\$0.00	\$0.00
247	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA DEVELOPMENT D / 53	-	Interstate	1	\$0.00	\$0.00
248	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA DEVELOPMENT D / 53	-	Interstate	1	\$195.00	\$0.00
249	-	-	-	-	-	-	-	-	\$0.00	\$0.00
250	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY SHERIFFS	-	Interstate	1	\$0.00	\$0.00
251	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY SHERIFFS	-	Interstate	1	\$195.00	\$0.00
252	-	-	-	-	-	-	-	-	\$0.00	\$0.00
253	New	Add	EDI - Network Interface - 10 / 100	1Port	CHARLES B WEBSTER DETENTI	-	Interstate	1	\$0.00	\$0.00
254	New	Add	EDI - Bandwidth	90 Mbps	CHARLES B WEBSTER DETENTI	-	Interstate	1	\$195.00	\$0.00
255	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,925.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
256	New	Add	EDI - Network Interface - 10 / 100	1Port	WEBSTER JAIL MUSTER RM / 19	-	Interstate	1	\$0.00	\$0.00
257	New	Add	EDI - Bandwidth	90 Mbps	WEBSTER JAIL MUSTER RM / 19	-	Interstate	1	\$195.00	\$0.00
258	-	-	-	-	-	-	-	-	\$0.00	\$0.00
259	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND RECREATION AND /	-	Interstate	1	\$0.00	\$0.00
260	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND RECREATION AND /	-	Interstate	1	\$195.00	\$0.00
261	-	-	-	-	-	-	-	-	\$0.00	\$0.00
262	New	Add	EDI - Network Interface - 10 / 100	1Port	FIRE STATION2 / 928 TELFAIR S	-	Interstate	1	\$0.00	\$0.00
263	New	Add	EDI - Bandwidth	90 Mbps	FIRE STATION2 / 928 TELFAIR S	-	Interstate	1	\$195.00	\$0.00
264	-	-	-	-	-	-	-	-	\$0.00	\$0.00
265	-	-	-	-	-	-	-	-	\$0.00	\$0.00
266	-	-	-	-	-	-	-	-	\$0.00	\$0.00
267	-	-	-	-	-	-	-	-	\$0.00	\$0.00
268	New	Add	EDI - Network Interface - 10 / 100	1Port	FIRE STATION 20 / 2820 OLD HIG	-	Interstate	1	\$0.00	\$0.00
269	New	Add	EDI - Bandwidth	90 Mbps	FIRE STATION 20 / 2820 OLD HIG	-	Interstate	1	\$195.00	\$0.00
270	-	-	-	-	-	-	-	-	\$0.00	\$0.00
271	New	Add	EDI - Network Interface - 10 / 100	1Port	COMM CTR JAMESTOWN / 3647	-	Interstate	1	\$0.00	\$0.00
272	New	Add	EDI - Bandwidth	90 Mbps	COMM CTR JAMESTOWN / 3647	-	Interstate	1	\$195.00	\$0.00
273	-	-	-	-	-	-	-	-	\$0.00	\$0.00
274	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA UTILITIES / 1840 WYL	-	Interstate	1	\$0.00	\$0.00
275	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA UTILITIES / 1840 WYL	-	Interstate	1	\$195.00	\$0.00
276	-	-	-	-	-	-	-	-	\$0.00	\$0.00
277	New	Add	EDI - Network Interface - 10 / 100	1Port	SHERIFF DEPARTMENT / 3431 M	-	Interstate	1	\$0.00	\$0.00
278	New	Add	EDI - Bandwidth	90 Mbps	SHERIFF DEPARTMENT / 3431 M	-	Interstate	1	\$195.00	\$0.00
279	-	-	-	-	-	-	-	-	\$0.00	\$0.00
280	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRANSIT COUNTY IT /	-	Interstate	1	\$0.00	\$0.00
281	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRANSIT COUNTY IT /	-	Interstate	1	\$195.00	\$0.00
282	-	-	-	-	-	-	-	-	\$0.00	\$0.00
283	New	Add	EDI - Network Interface - 10 / 100	1Port	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$0.00	\$0.00
284	New	Add	EDI - Bandwidth	90 Mbps	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$195.00	\$0.00
285	-	-	-	-	-	-	-	-	\$0.00	\$0.00
286	New	Add	EDI - Network Interface - 10 / 100	1Port	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$0.00	\$0.00
287	New	Add	EDI - Bandwidth	90 Mbps	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$195.00	\$0.00
288	-	-	-	-	-	-	-	-	\$0.00	\$0.00
289	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY ENG / 2316	-	Interstate	1	\$0.00	\$0.00
290	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY ENG / 2316	-	Interstate	1	\$195.00	\$0.00
291	-	-	-	-	-	-	-	-	\$0.00	\$0.00
292	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA ANIMAL SERVICES / 4	-	Interstate	1	\$0.00	\$0.00
293	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA ANIMAL SERVICES / 4	-	Interstate	1	\$195.00	\$0.00
294	-	-	-	-	-	-	-	-	\$0.00	\$0.00
295	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND CO RECREATION AD	-	Interstate	1	\$0.00	\$0.00
296	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND CO RECREATION AD	-	Interstate	1	\$195.00	\$0.00
297	-	-	-	-	-	-	-	-	\$0.00	\$0.00
298	-	-	-	-	-	-	-	-	\$0.00	\$0.00
299	-	-	-	-	-	-	-	-	\$0.00	\$0.00
300	-	-	-	-	-	-	-	-	\$0.00	\$0.00
301	New	Add	EDI - Network Interface - 10 / 100	1Port	UTILITY ADMINISTRATIO / 452 W	-	Interstate	1	\$0.00	\$0.00
302	New	Add	EDI - Bandwidth	90 Mbps	UTILITY ADMINISTRATIO / 452 W	-	Interstate	1	\$195.00	\$0.00
303	-	-	-	-	-	-	-	-	\$0.00	\$0.00
304	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRANSIT BUILDING / 2	-	Interstate	1	\$0.00	\$0.00
305	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRANSIT BUILDING / 2	-	Interstate	1	\$195.00	\$0.00
306	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,925.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
307	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA UTILITIES CUS / 3451	-	Interstate	1	\$0.00	\$0.00
308	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA UTILITIES CUS / 3451	-	Interstate	1	\$195.00	\$0.00
309	-	-	-	-	-	-	-	-	\$0.00	\$0.00
310	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY / 3431 MIKE	-	Interstate	1	\$0.00	\$0.00
311	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY / 3431 MIKE	-	Interstate	1	\$195.00	\$0.00
312	-	-	-	-	-	-	-	-	\$0.00	\$0.00
313	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC ENGINEERING	-	Interstate	1	\$0.00	\$0.00
314	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC ENGINEERING	-	Interstate	1	\$195.00	\$0.00
315	-	-	-	-	-	-	-	-	\$0.00	\$0.00
316	New	Add	EDI - Network Interface - 10 / 100	1Port	CENTRAL SERV DEPARTMENT /	-	Interstate	1	\$0.00	\$0.00
317	New	Add	EDI - Bandwidth	90 Mbps	CENTRAL SERV DEPARTMENT /	-	Interstate	1	\$195.00	\$0.00
318	-	-	-	-	-	-	-	-	\$0.00	\$0.00
319	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA AUGUSTA UTILI / 2819	-	Interstate	1	\$0.00	\$0.00
320	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA AUGUSTA UTILI / 2819	-	Interstate	1	\$195.00	\$0.00
321	-	-	-	-	-	-	-	-	\$0.00	\$0.00
322	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC SIGNAL / 3414	-	Interstate	1	\$0.00	\$0.00
323	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC SIGNAL / 3414	-	Interstate	1	\$195.00	\$0.00
324	-	-	-	-	-	-	-	-	\$0.00	\$0.00
325	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA REGIONAL AIRPORT /	-	Interstate	1	\$0.00	\$0.00
326	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA REGIONAL AIRPORT /	-	Interstate	1	\$195.00	\$0.00
327	-	-	-	-	-	-	-	-	\$0.00	\$0.00
328	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA AUGUSTA UTILI / 1731	-	Interstate	1	\$0.00	\$0.00
329	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA AUGUSTA UTILI / 1731	-	Interstate	1	\$195.00	\$0.00
330	-	-	-	-	-	-	-	-	\$0.00	\$0.00
331	New	Add	EDI - Network Interface - 10 / 100	1Port	TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$0.00	\$0.00
332	New	Add	EDI - Bandwidth	90 Mbps	TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$195.00	\$0.00
333	-	-	-	-	-	-	-	-	\$0.00	\$0.00
334	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC SIGNAL / 4335	-	Interstate	1	\$0.00	\$0.00
335	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC SIGNAL / 4335	-	Interstate	1	\$195.00	\$0.00
336	-	-	-	-	-	-	-	-	\$0.00	\$0.00
337	New	Add	EDI - Network Interface - 10 / 100	1Port	FACILITIES ENGINEERING / 452	-	Interstate	1	\$0.00	\$0.00
338	New	Add	EDI - Bandwidth	90 Mbps	FACILITIES ENGINEERING / 452	-	Interstate	1	\$195.00	\$0.00
339	-	-	-	-	-	-	-	-	\$0.00	\$0.00
340	New	Add	EDI - Network Interface - 10 / 100	1Port	CITY OF AUGUSTA / 402 WALTON	-	Interstate	1	\$0.00	\$0.00
341	New	Add	EDI - Bandwidth	90 Mbps	CITY OF AUGUSTA / 402 WALTON	-	Interstate	1	\$195.00	\$0.00
342	-	-	-	-	-	-	-	-	\$0.00	\$0.00
343	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY FIRE D / 10	-	Interstate	1	\$0.00	\$0.00
344	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY FIRE D / 10	-	Interstate	1	\$195.00	\$0.00
345	-	-	-	-	-	-	-	-	\$0.00	\$0.00
346	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA SIGNAL GORDON / 37	-	Interstate	1	\$0.00	\$0.00
347	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA SIGNAL GORDON / 37	-	Interstate	1	\$195.00	\$0.00
348	-	-	-	-	-	-	-	-	\$0.00	\$0.00
349	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA SIGNAL HARP / 702 LA	-	Interstate	1	\$0.00	\$0.00
350	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA SIGNAL HARP / 702 LA	-	Interstate	1	\$195.00	\$0.00
351	-	-	-	-	-	-	-	-	\$0.00	\$0.00
352	New	Add	EDI - Network Interface - 10 / 100	1Port	MATTHEW HETRICK / 431 HALE	-	Interstate	1	\$0.00	\$0.00
353	New	Add	EDI - Bandwidth	90 Mbps	MATTHEW HETRICK / 431 HALE	-	Interstate	1	\$195.00	\$0.00
354	-	-	-	-	-	-	-	-	\$0.00	\$0.00
355	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA ENVIRONMENTAL / 711 S	-	Interstate	1	\$0.00	\$0.00
356	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA ENVIRONMENTAL / 711 S	-	Interstate	1	\$195.00	\$0.00
357	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$3,315.00

\$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name:

City of Augusta

MSA ID#:

GA-12611282-JRobe

Date:

5/11/2023

SO ID#:

GA-12611282-JRobe-23683504

PAGE 4 of 7

	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
358	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA FIRE DEPT 3 / 1099 R	-	Interstate	1	\$0.00	\$0.00
359	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA FIRE DEPT 3 / 1099 R	-	Interstate	1	\$195.00	\$0.00
360	-	-			-	-			\$0.00	\$0.00
361	-	-			-	-			\$0.00	\$0.00
362	-	-			-	-			\$0.00	\$0.00
363	-	-			-	-			\$0.00	\$0.00
364	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA RESOURCES DEP / 53	-	Interstate	1	\$0.00	\$0.00
365	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA RESOURCES DEP / 53	-	Interstate	1	\$195.00	\$0.00
366	-	-			-	-			\$0.00	\$0.00
367	-	-			-	-			\$0.00	\$0.00
368	-	-			-	-			\$0.00	\$0.00
369	-	-			-	-			\$0.00	\$0.00
370	-	-			-	-			\$0.00	\$0.00
371	-	-			-	-			\$0.00	\$0.00
372	-	-			-	-			\$0.00	\$0.00
373	-	-			-	-			\$0.00	\$0.00
374	-	-			-	-			\$0.00	\$0.00
375	-	-			-	-			\$0.00	\$0.00
376	-	-			-	-			\$0.00	\$0.00
377	-	-			-	-			\$0.00	\$0.00
378	-	-			-	-			\$0.00	\$0.00
379	-	-			-	-			\$0.00	\$0.00
380	-	-			-	-			\$0.00	\$0.00
381	-	-			-	-			\$0.00	\$0.00
382	-	-			-	-			\$0.00	\$0.00
383	-	-			-	-			\$0.00	\$0.00
384	-	-			-	-			\$0.00	\$0.00
385	-	-			-	-			\$0.00	\$0.00
386	-	-			-	-			\$0.00	\$0.00
387	-	-			-	-			\$0.00	\$0.00
388	-	-			-	-			\$0.00	\$0.00
389	-	-			-	-			\$0.00	\$0.00
390	-	-			-	-			\$0.00	\$0.00
391	-	-			-	-			\$0.00	\$0.00
392	-	-			-	-			\$0.00	\$0.00
393	-	-			-	-			\$0.00	\$0.00
394	-	-			-	-			\$0.00	\$0.00
395	-	-			-	-			\$0.00	\$0.00
396	-	-			-	-			\$0.00	\$0.00
397	-	-			-	-			\$0.00	\$0.00
398	-	-			-	-			\$0.00	\$0.00
399	-	-			-	-			\$0.00	\$0.00
400	-	-			-	-			\$0.00	\$0.00
401	-	-			-	-			\$0.00	\$0.00
402	-	-			-	-			\$0.00	\$0.00
403	-	-			-	-			\$0.00	\$0.00
404	-	-			-	-			\$0.00	\$0.00
405	-	-			-	-			\$0.00	\$0.00
406	-	-			-	-			\$0.00	\$0.00
407	-	-			-	-			\$0.00	\$0.00
408	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$390.00

\$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#: GA-12611282-JRrobe

SO ID#: GA-12611282-JRrobe-23683504

Account Name: City of Augusta

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Augusta Law Office	535 Telfair St.	Building 3000	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
2	Augusta Regional Airport	1501 Aviation Way		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
3	Barton Village Community Center	3653 Rome Way		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
4	Central Services	2760 Peach Orchard Rd		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
5	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
6	Central Services - Magnolia	702 3rd Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
7	Central Services - Westview	2051 Division Street		Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
8	CNG Plant	3035 Tobacco Rd		Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
9	E911 (Training Room)	911 Fourth Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
10	Fire Department - Administration	3117 Dean Bridge Rd.		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
11	Fire Department - Fire Investigation	2615 Tobacco Road		Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
12	Fire Department - Fire Station 1	1 Broad Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
13	Fire Department - Fire Station 1	1056 ALEXANDER DR		Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
14	Fire Department - Fire Station 1	2243 Old Savannah Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
15	Fire Department - Fire Station 1	1151 Hephzibah-McBean Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
16	Fire Department - Fire Station 1	2619 Lumpkin Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
17	Fire Department - Fire Station 1	3507 Highway 88		Blythe	GA	30805	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
18	Fire Department - Fire Station 1	1420 Flowing Wells Road	APT NET	Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
19	Fire Department - Fire Station 1	3446 Old Louisville Road	BLDG NET	Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
20	Fire Department - Fire Station 1	3705 Old Waynesboro Road	APT NET	Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
21	Fire Department - Fire Station 1	4185 Windsor Spring Road	APT NET	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
22	Fire Department - Fire Station 1	1600 Brown Road	APT NET	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
23	Fire Department - Fire Station 1	1425 Walton Way,	APT NET	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
24	Fire Department - Fire Station 1	1866 Ellis Street,	APT NET	Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
25	Fire Department - Fire Station 1	1898 M.L.King Blvd,	APT NET	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
26	Fire Department - Fire Station 1	2618 Richmond Hill Road,	UNIT A	Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
27	Fire Department - Fire Station 1	2917 Willis Forman Road,	APT NET	Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
28	Fire Department - Fire Station 1	1898 Highland Ave.	APT NET	Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
29	Fire Department - Fire Station 1	3507 Walton Way Ext,	APT A	Augusta	GA	30905	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
30	Fire Department - Logistics Facility	2615 Tobacco Rd.	OFC GARA	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
31	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
32	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
33	Information Technology - Municipal Center	535 Telfair Street	Building 2000 - 1st Floor	Augusta	GA		\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
34	Judicial Center WiFi (Room 300)	735 James Brown Blvd.		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
35	Marshall Sub Station WiFi	3050 Deans Bridge Rd		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
36	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
37	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#: GA-12611282-JRrobe

SO ID#: GA-12611282-JRrobe-23683504

Account Name: City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	Planning and Development S	535 telfair Street	3rd Floor	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
39	Planning and Development S	1803 Marvin Griffin		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
40	Print Shop	711 4th Street		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
41	Public Defender	902 Greene St		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
42	RCCI GED Lab	2314 Tabacco Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
43	Recreation & Parks - Dought	1200 Nellieville Road	OFC	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
44	Recreation & Parks - Lake Ol	3 Milledge Road		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
45	Recreation & Parks- Aquatic	3157 Damascus Road.		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
46	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
47	Recreation & Parks- Bernie Y	1941 Lumpkin Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
48	Recreation & Parks- Blythe C	3129 GA HIGHWAY 88		Blythe	GA	30805	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
49	Recreation & Parks- Carie J.	1014 11th Ave. 30901		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
50	Recreation & Parks- Garrett C	1110 Eisenhower Drive		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
51	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
52	Recreation & Parks- Julian S	2200 Broad Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
53	Recreation & Parks- May Par	622 4th Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
54	Recreation & Parks- Mcbean	1155 Hephzibah Mcbean Rd		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
55	Recreation & Parks- Moduffie	3431 Old Moduffie Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
56	Recreation & Parks- Newmar	3103 Wrightsboro Road		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
57	Recreation & Parks- Riverwa	836 Reynolds Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
58	Recreation & Parks- Riverwa	836 Reynolds Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
59	Recreation & Parks- Sand Hi	2540 Wheeler Road.		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
60	Recreation & Parks- The Boa	101 Riverfront Drive		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
61	Recreation & Parks- Warren	300 Warren Road		Martinez	GA	30907	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
62	Sheriff Office - Administration	400 Walton Way	RM 147	Augusta	GA		\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
63	Sheriff Office - Phinizy Visitat	1941 Phinizy Rd.	OFC VISIT	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
64	Sheriff Office - Southside Sui	3425 Mike Padgett Hwy		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
65	Sheriff Office - Training Divis	2098 Greenland Road	Bldg 5	Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
66	Sheriff Office - Training Divis	2098 Greenland Road ARMR		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
67	Sheriff Office - Training EVO	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
68	Sheriff Office - Training K-9	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
69	Sheriff Office - Training Myer	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
70	Solid Waste Facility	4330 Deans Bridge Rd.		Blythe	GA	30805	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
71	Tag Office Washington Road	2816 Washington Road	Suite 110	Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
72	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
73	Utilites Wylds Road Wifi	1840 Wylds Road		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
74	Utilites Admin	452 Walker St.		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
75	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
76	Utilities Metering Division Wy	1832 Wylds Rd.		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
77	Wellness Center	535 Telfair Street	Building 5000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
78	UGA AGRICULTURAL EXTE	602 GREENE ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
79	Augusta Richmond County	1568 Broad St		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
80	Henry Brigham Ctr	2463 GOLDEN CAMP RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#:

GA-12611282-JRobe

SO ID#:

GA-12611282-JRobe-23683504

Account Name:

City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
81	RICHMOND SHERIFF OFF	117TH ST	STE C1	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
82	AUGUSTA DEVELOPMENT	535 TELFAIR ST	STE 300	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
83	RICHMOND COUNTY SHER	346 WATKINS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
84	CHARLES B WEBSTER DE	1941 PHINIZY RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
85	WEBSTER JAIL MUSTER R	1941 PHINIZY RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
86	RICHMOND RECREATION	2027 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
87	FIRE STATION2	928 TELFAIR ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
88	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
89	FIRE STATION 20	2820 OLD HIGHWAY 1	OFC 1	Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
90	COMM CTR JAMESTOWN	3647 NEW KARLEEN RD		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
91	AUGUSTA UTILITIES	1840 WYLDs RD	STE B	Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
92	SHERIFF DEPARTMENT	3431 MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
93	AUGUSTA TRANSIT COUN	2844 REGENCY BLVD	IT DEPT	Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
94	BOARD OF ELECTIONS CI	2029 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
95	BOARD OF ELECTIONS CI	2025 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
96	RICHMOND COUNTY ENG	2316 TOBACCO RD	BOTTOM	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
97	AUGUSTA ANIMAL SERVIC	4164 MACK LN	OFC	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
98	RICHMOND CO RECREATI	2027 LUMPKIN RD	OFC	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
99	SOUTH AU TAG OFFICE	3463 PEACH ORCHARD RD	STE A	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
100	UTILITY ADMINISTRATIO	452 WALKER ST	RM 102	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
101	AUGUSTA TRANSIT BUILD	2844 REGENCY BLVD		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
102	AUGUSTA UTILITIES CUS	3451 PEACH ORCHARD RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
103	RICHMOND COUNTY	3431 MIKE PADGETT HWY	BLDG A	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
104	AUGUSTA TRAFFIC ENGIN	535 TELFAIR ST	STE 2000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
105	CENTRAL SERV DEPARTM	902 GREENE ST	OFC	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
106	AUGUSTA AUGUSTA UTILI	2819 CENTRAL AVE		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
107	AUGUSTA TRAFFIC SIGNL	3414A MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
108	AUGUSTA REGIONAL AIRP	1502 HANGER RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
109	AUGUSTA AUGUSTA UTILI	1731 TOBACCO RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
110	TRAFFIC ENGINEERING	452 WALKER ST	STE 144	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
111	AUGUSTA TRAFFIC SIGNA	4335 WINDSOR SPRING RD		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
112	FACILITIES ENGINEERING	452 WALKER ST	STE 200	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
113	CITY OF AUGUSTA	402 WALTON WAY		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
114	RICHMOND COUNTY FIRE	1099 REYNOLDS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
115	AUGUSTA SIGNAL GORDO	3729 MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
116	AUGUSTA SIGNAL HARP	702 LANEY WALKER BLVD EX		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
117	MATTHEW HETRICK	431 HALE ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
118	AUGSTA ENVIROMENTAL	711 SCOTT NIXON MEMORIAL		Martinez	GA	30907	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
119	AUGUSTA FIRE DEPT 3	1099 REYNOLDS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
120	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
121	AUGUSTA RESOURCES DE	535 TELFAIR ST	BLDG 5000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
122	-										
123	-										



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023 MSA ID#: GA-12611282-JRobe SO ID#: GA-12611282-JRobe-23683504 Account Name: City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
124	-										
125	-										
126	-										
127	-										
128	-										
129	-										
130	-										
131	-										
132	-										
133	-										
134	-										
135	-										
136	-										
137	-										
138	-										
139	-										
140	-										
141	-										
142	-										
143	-										
144	-										
145	-										
146	-										
147	-										
148	-										
149	-										
150	-										
151	-										
152	-										
153	-										
154	-										
155	-										
156	-										
157	-										
158	-										
159	-										
160	-										
161	-										
162	-										
163	-										
164	-										
165	-										
166	-										



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023 MSA ID#: GA-12611282-JRobe SO ID#: GA-12611282-JRobe-23683504 Account Name: City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
167	-										
168	-										
169	-										
170	-										
171	-										
172	-										
173	-										
174	-										
175	-										
176	-										
177	-										
178	-										
179	-										
180	-										
181	-										
182	-										
183	-										
184	-										
185	-										
186	-										
187	-										
188	-										
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193	-										
194	-										
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203	-										
204	-										
205	-										
206	-										
207	-										
208	-										
209	-										



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023 MSA ID#: GA-12611282-JRobe SO ID#: GA-12611282-JRobe-23683504 Account Name: City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
210	-										
211	-										
212	-										
213	-										
214	-										
215	-										
216	-										
217	-										
218	-										
219	-										
220	-										
221	-										
222	-										
223	-										
224	-										
225	-										
226	-										
227	-										
228	-										
229	-										
230	-										
231	-					-					
232	-					-					
233	-					-					
234	-					-					
235	-					-					
236	-					-					
237	-					-					
238	-					-					
239	-					-					
240	-					-					
241	-					-					
242	-					-					
243	-					-					
244	-					-					
245	-					-					
246	-					-					
247	-					-					
248	-					-					
249	-					-					
250	-					-					
251	-					-					
252	-					-					



COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 5/11/2023

MSA ID#: GA-12611282-JRobe

SO ID#: GA-12611282-JRobe-23683504

Account Name: City of Augusta

Service Term: 60 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Commission Meeting

October 17, 2023

Approve contracts for continued utilization of existing fiber.

Department:	Information Technology
Presenter:	Gary Hewett, Deputy CIO
Caption:	Motion to approve contracts for continued utilization of existing fiber. (Approved by Public Safety Committee October 10, 2023)
Background:	Augusta Information Technology currently utilizes Comcast fiber to connect large Department/Offices to remote network resources. Approval of these contracts will allow Information Technology to provide connectivity that is necessary for continued operations.
Analysis:	Approval of these contracts will improve Information Technology's ability to restore services during outages. These contracts are also necessary to document the routing of existing fiber paths.
Financial Impact:	Funds are available in Information Technology's Operating Budget.
Alternatives:	Deny agenda item.
Recommendation:	Approve contracts for continued utilization of existing fiber.
Funds are available in the following accounts:	Funds are available in Information Technology's Operating Budget.
<u>REVIEWED AND APPROVED BY:</u>	N/A

FIRST AMENDMENT
to
Dark Fiber Lease Agreement No. GA-BHens-080723-KA01

This First Amendment ("Amendment") is concurrently entered into on September 18, 2023 ("Effective Date") in conjunction with the Dark Fiber Lease Agreement No. GA-BHens-080723-KA01 ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Augusta ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 4.2 of the Comcast Enterprise Dark Fiber Lease Agreement General Terms and Conditions ("General Terms and Conditions") is hereby revised to read as follows:

To the extent not prohibited by law, any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

2. Section 9.1 of the General Terms and Conditions is hereby revised to read as follows:

To the extent not prohibited by law, subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

- (i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and
- (ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

3. Section 10.1 of the General Terms and Conditions is hereby revised to read as follows:

Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available

limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies. Augusta, Georgia is a self-insured entity, and as such, to the extent allowable by law, this contract shall be covered by such self-insurance.

4. Section 16.1 of the General Terms and Conditions is hereby revised to read as follows:

Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law, including pursuant to Georgia Open Records Act found in O.C.G.A. 50-70-18, or governmental or quasi-governmental rule or regulation.

5. Section 19 of the General Terms and Conditions is hereby revised to read as follows:

Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Richmond County, Georgia and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

6. Section 28 of the General Terms and Conditions is hereby added to read as follows:

Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order under Agreement No. GA-BHens-080723-KA01, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the

Sales Order in order to acquire functionally equivalent products or services from a third party . In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for any fiscal period under the applicable Sales Order Service Term.

7. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
8. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Augusta**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the 7th day of August 2023 (“Effective Date”) by and between Comcast Business Communications, LLC (“Company or Comcast”) with offices located at 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103 and City of Augusta (“Customer”), with offices located at 535 Telfair St., Bldg 2000, Augusta, GA 30901. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”) to be provided by Company to Customer:

Dark fiber strands as set forth in Schedule A attached hereto.

Term of Agreement (months): Sixty (60)	Agreement Number: GA-BHens-080723-KA01
Non-Recurring Charges (“NRC”): \$0.00	Monthly Recurring Charges (“MRC”): \$8,349.51
Any Additional Charges/Explanation:	
Number of Sites: Nineteen (19)	Facility Availability Date: On or after July 1, 2024
Notes / Comments:	
1. "Comcast agrees to delay billing/invoicing for one-hundred and twenty (120) days following service commencement for the Dark Fiber service identified herein, set forth by Agreement Number GA-BHens-080723-KA01."	
Salesperson: Brady Henshaw	Telephone Number: 770-313-2718
General Manager: Donald Pollard	Telephone Number: 470-214-8403
Customer Contact: Gary Hewett	Telephone Number: 706-821-2525

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), and Schedule A, and any jointly executed amendments (“Amendments”), collectively referred to as the “Agreement.” In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon mutual execution of this Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

By signing below, the Parties agree and accept the terms and conditions of this Agreement.

City of Augusta

Comcast Business Communications, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Schedule A attached hereto. These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Facilities do not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other facilities or services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION

2.1 Customer, at no cost to Company, shall secure throughout the Term any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Facilities within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of the Facilities. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Facilities in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network").

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Facilities and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Facilities or Network.

2.8 At such time as Company completes installation of the connection of the Facilities and equipment, Company shall then notify Customer in writing that the Facilities are available for use and the date of such notice shall be the "Service Date." The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities that would otherwise be available for use.

2.10 **Customer-Provided Equipment (CPE).** Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Facilities must be fully compatible with the Facilities. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE FACILITIES

3.1 The Facilities and all other portions of the Network are and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

3.2 Company retains the right to remove the Facilities or Network including, but not limited to, those portions that are located in the Buildings. To the extent Company removes such portion of the Network; it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

3.3 In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. All rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers and Customer will not sell, lease, assign nor encumber any equipment provided by Company. Company does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's

Item 37.

premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premise equipment provided by Company.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Facilities are set forth in the attached Schedule A and on the first page of the Agreement. Upon the availability of Facilities, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate acceptable to Comcast prior to the Facility Availability Date, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Facilities, including, without limitation, charges to recover amounts that Company is permitted by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing the Facilities, Customer shall pay Company's additional costs of providing the Facilities under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for sixty (60) months from the Facility Availability Date ("Term"). Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Term or the then current Renewal Term. Effective at any time after the end of the initial Term and from time to time therein, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe,

Customer will be deemed to have accepted the modified price remainder of the Renewal Term.

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SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide access to the Facilities due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of payments due for Facilities actually provided.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

- (i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (ii) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.
- (iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 – MAINTENANCE

7.1 Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of the Facilities; provided, that, Customer may incur additional charges for maintenance (at Company's then-existing applicable rates for material and labor), if the maintenance is caused by the acts or omissions of the Customer. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise

tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in any Facility or Service (individually or collectively, "Liability") shall be limited solely to 1/30th of the Monthly Recurring Charge for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

SECTION 9 – INDEMNIFICATION

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9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in Schedule A. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's action or inaction in enforcing the requirements of this Section shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all rights to access to the Facilities, without liability on the part of Company, and then to notify Customer of the

action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, condemnation of any part of the Network used to provide the Facilities or Services, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it

enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired. Item 37.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update

this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 – NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: Gary Hewett
City of Augusta
535 Telfair St., Bldg 2000
Augusta, GA 30901

To Company:

Attn.: VP – Business Services
Comcast Cable Communications Management, LLC
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department - Operations
Comcast Cable Communications, LLC.
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 – CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive. Item 37.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

MSA ID#: GA-BHens-080723-KA01

SO ID#: 24111784

Account Name: City of Augusta

CUSTOMER INFORMATION (for notices)				
Primary Contact: Gary Hewett	Billing Account Name: City of Augusta	INVOICE ADDRESS		
Title: Deputy CIO	Billing Name (3rd Party Accounts): Gary Hewett	Address 1: 535 Telfair St		
Address 1: 535 Telfair St	Billing Contact: Deputy CIO	Address 2: BLDG 2000		
Address 2: BLDG 2000	Title: Deputy CIO	City: Augusta		
City: Augusta	Phone: 7068212525	State: GA		
State: GA	Cell:	Zip Code: 30901		
Zip: 30901	Fax:	Tax Exempt: * If Yes, please provide and attach all applicable tax exemption certificates		
Phone: 7068212525	Email: hewett@augustaga.gov			
Cell:				
Fax:				
Email: hewett@augustaga.gov				
SUMMARY OF CHARGES (Details on following pages)				
Service Term (Months): 60				
SUMMARY OF SERVICE CHARGES*		SUMMARY OF STANDARD INSTALLATION FEES*		
Current Monthly Recurring Charges:	\$0.00	Total Standard Installation Fees:	\$0.00	
Current Trunk Services Monthly Recurring Charges:	\$0.00	Total Trunk Services Standard Installation Fees:	\$0.00	
Total Monthly Recurring Charges (all Services):	\$0.00	Total Standard Installation Fees (all Services):	\$0.00	
Change Monthly Recurring Charges: \$8,349.51		SUMMARY OF CUSTOM INSTALLATION FEES*		
Change Trunk Services Monthly Recurring Charges:	\$0.00	Total Custom Installation Fee:		\$0.00
Change Monthly Recurring Charges (all Services):	\$8,349.51			
Total Monthly Recurring Charges: \$8,349.51		SUMMARY OF MONTHLY EQUIPMENT FEES		
Total Trunk Services Monthly Recurring Charges:	\$0.00	Current Equipment Fee Monthly Recurring Charges:		\$0.00
Total Monthly Recurring Charges (all Services):	\$8,349.51	Current Trunk Services Equipment Fee Monthly Recurring Charges:		\$0.00
		Current Equipment Fee Monthly Recurring Charges (All Services):		\$0.00
		Change Equipment Fee Monthly Recurring Charges:		\$0.00
		Change Trunk Services Equipment Fee Monthly Recurring Charges:		\$0.00
		Change Equipment Fee Monthly Recurring Charges (All Services):		\$0.00
		Total Equipment Fee Monthly Recurring Charges		\$0.00
		Total Trunk Service Equipment Fee Monthly Recurring Charges		\$0.00
		Total Equipment Fee Monthly Recurring Charges (All Services)		\$0.00
<small>*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.</small>				
GENERAL COMMENTS				
AGREEMENT				
<p>This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/enterprise-terms-of-service, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.</p> <p>E911 ACKNOWLEDGEMENT</p> <p>Comcast Business Class Voice and Trunking Service ("Voice Services") may have the E911 limitations specified below:</p> <ul style="list-style-type: none">• In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allow sufficient time for a Registered Service Location change to be processed may also increase these risks.• Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.• The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.• If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help. <p>BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES</p> <p>By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.</p>				
CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)		
Signature:		Signature:	Sales Rep:	Brady Henshaw
Name:		Name:	Sales Rep E-Mail:	brady_henshaw@comcast.com
Title:		Title:	Region:	Atlanta
Date:		Date:	Division:	Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name:

City of Augusta

Date:

8/7/2023

MSA ID#:

GA-BHens-080723-KA01

SO ID#:

24111784

Short Description of Service:

Converting existing non billing dark fiber requesting 60 month term

Service Term:

60 MONTHS

PAGE 2							Solution Charges			
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Fourth Street / 911 4th St	Interstate	1	\$642.27	\$0.00
002	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Reynolds St / 1099 Reynolds St	Interstate	1	\$642.27	\$0.00
003	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Augusta State Farmers Market / 1150	Interstate	1	\$642.27	\$0.00
004	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Augusta Utilities-Facilities Maintenance	Interstate	1	\$642.27	\$0.00
005	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Central Services / 2760 Peach Orchard	Interstate	1	\$642.27	\$0.00
006	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Willis Dr / 2110 Willis Dr	Interstate	1	\$642.27	\$0.00
007	New	Add	Dark Fiber Primary Route		Augusta Utilities-Facilities Maintenance	2803 Wrightsboro Rd. / 2803 Wrightsboro Rd	Interstate	1	\$642.27	\$0.00
008	New	Add	Dark Fiber Primary Route		Augusta Regional Airport / 1501 Aviation Blvd	1820 Doug Barnard Pky / 1820 Doug Barnard Pky	Interstate	1	\$642.27	\$0.00
009	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orchard	Augusta Regional Airport / 1501 Aviation Blvd	Interstate	1	\$642.27	\$0.00
010	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orchard	1945 Phinizy Rd. / 1945 Phinizy Rd.	Interstate	1	\$642.27	\$0.00
011	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orchard	1815 Marvin Griffin Rd. / 1815 Marvin Griffin Rd	Interstate	1	\$642.27	\$0.00
012	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orchard	2314 Tobacco Road / 2314 Tobacco Road	Interstate	1	\$642.27	\$0.00
013	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orchard	2027 Lumpkin Rd. / 2027 Lumpkin Rd.	Interstate	1	\$642.27	\$0.00
014	-	-	-	-	-	-			\$0.00	\$0.00
015	-	-	-	-	-	-			\$0.00	\$0.00
016	-	-	-	-	-	-			\$0.00	\$0.00
017	-	-	-	-	-	-			\$0.00	\$0.00
018	-	-	-	-	-	-			\$0.00	\$0.00
019	-	-	-	-	-	-			\$0.00	\$0.00
020	-	-	-	-	-	-			\$0.00	\$0.00
021	-	-	-	-	-	-			\$0.00	\$0.00
022	-	-	-	-	-	-			\$0.00	\$0.00
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028	-	-	-	-	-	-			\$0.00	\$0.00
029	-	-	-	-	-	-			\$0.00	\$0.00
030	-	-	-	-	-	-			\$0.00	\$0.00
031	-	-	-	-	-	-			\$0.00	\$0.00
032	-	-	-	-	-	-			\$0.00	\$0.00
033	-	-	-	-	-	-			\$0.00	\$0.00
034	-	-	-	-	-	-			\$0.00	\$0.00
035	-	-	-	-	-	-			\$0.00	\$0.00
036	-	-	-	-	-	-			\$0.00	\$0.00
037	-	-	-	-	-	-			\$0.00	\$0.00
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042	-	-	-	-	-	-			\$0.00	\$0.00
043	-	-	-	-	-	-			\$0.00	\$0.00
044	-	-	-	-	-	-			\$0.00	\$0.00
045	-	-	-	-	-	-			\$0.00	\$0.00
046	-	-	-	-	-	-			\$0.00	\$0.00
047	-	-	-	-	-	-			\$0.00	\$0.00
048	-	-	-	-	-	-			\$0.00	\$0.00
049	-	-	-	-	-	-			\$0.00	\$0.00
050	-	-	-	-	-	-			\$0.00	\$0.00
* Services Location Details attached							PAGE 2 SUBTOTAL:		\$8,349.51	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 8/7/2023 MSA ID#: GA-BHens-080723-KA01 SO ID#: 24111784 Account Name: City of Augusta

PAGE 3

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	IT Building	535 Telfair St	Bldg 2000	Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
2	Augusta Utilities-Facilities Ma	2822 Central Ave		Augusta	GA	30909	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
3	Augusta Regional Airport	1501 Aviation Way		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
4	Central Services	2760 Peach Orchard Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
5	Fourth Street	911 4th St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
6	May Park Community Center	622 4th St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
7	Reynolds St	1099 Reynolds St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
8	Tenth Street	1 10th Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
9	Richmond Cnty District Atty	501 Greene Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
10	Augusta State Farmers Mark	1150 Fifth Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
11	Walton Way	324 Walton Way		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
12	Fenwick St	1539 Fenwick Street		Augusta	GA	30904	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
13	Willis Dr	2110 Willis Dr.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
14	2803 Wrightsboro Rd.	2803 Wrightsboro Rd.		Augusta	GA	30909	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
15	1820 Doug Barnard Pky	1820 Doug Barnard Pky		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
16	1945 Phinizy Rd.	1945 Phinizy Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
17	1815 Marvin Griffin Rd.	1815 Marvin Griffin Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
18	2314 Tobacco Road	2314 Tobacco Road		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
19	2027 Lumpkin Rd.	2027 Lumpkin Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
20											
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Public Safety Committee

Meeting Date: October 10, 2023

Richmond County Juvenile Court 2023 BOOST Grant

Department:	Juvenile Court
Presenter:	Nolan Martin, Superior Court Administrator
Caption:	Motion to approve the acceptance of a \$40,000 Delinquency Prevention Grant from the Criminal Justice Coordinating Council.
Background:	The Richmond County Juvenile Court's CHINS program was awarded a \$40,000 grant to provide funding for the implementation of evidence-based programs and prevention strategies to youth who are first time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at-risk.
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

[EXTERNAL] Award Notification: Delinquency Prevention Grant Program

Haley Mckinney <haley.mckinney@cjcc.ga.gov>

Wed 9/27/2023 2:57 PM

To:DaCara Brown <DBrown@augustaga.gov>

Cc:Chelsea Benson <chelsea.benson@cjcc.ga.gov>

Good Afternoon,

Congratulations. It's my pleasure to inform you that the Criminal Justice Coordinating Council has awarded Augusta-Richmond County \$40,000 as part of the FY24 Delinquency Prevention Grant Program (DP2). We will be sending a separate email containing the award packet in the coming weeks, instructions on how to submit the packet, and additional guidance regarding budgets next week. Additionally, Chelsea and I will be reaching out soon to go over the project proposal as well as budget.

Thank you for your dedication to helping our youth and we look forward to continue working with you all!

Haley Dunn-McKinney

Planning and Policy Development Specialist II, Juvenile Justice

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

O: 404.657.1956 | D: 404.654.1781

[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.]

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000445 JUVENILE FFY21 Delinquency Prevention 2 (CHINS)

The Delinquency Prevention Grants Program provides funding for the implementation of evidence-based programs and prevention strategies to youth who are first time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at-risk.

NO EEO Dept. Required.

NO Local Match Required.

Start Date: 10/01/2023

End Date: 09/30/2024

Submit Date: 07/10/2023

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 40,000.00

Total Funding Agency:

40,000.00

Total Cash Match:

0.00

Sponsor: GM0012 Criminal Justice Coord Co

Sponsor Type: SPT

State Pass Through Federal

Purpose: 2

Serve Comm Juvenile Cts

Flow Thru ID: GM0012 Criminal Justice Coord Co

Contacts

Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

Approvals

Type	By	Date
FA	D. CRAIG	07/10/2023

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: DB06631 - DaCara Brown

Page

Current Date: 07/10/2023

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Time: 14:29:13



Commission Meeting

October 17, 2023

Prefabricated Modular Dog Kennels

Department:	Animal Services
Presenter:	James H. Hill III, Animal Services Director
Caption:	Motion to award Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures in the amount of \$164,588.21. (Approved by Public Safety Committee October 10, 2023)
Background:	Our current animal shelter was constructed in 2003. It was constructed without the foresight of allowing the dogs to have equal access to an inside and outside environment. The prefabricated dog kennels will allow our adoption dogs to enjoy access to inside/outside dog runs while also providing them separation from the stray animal population within the shelter. This will result in better enrichment and healthier dogs for the citizens of Augusta to adopt.
Analysis:	The purchase of the pre-fab kennels will provide a more enriched experience for our adoption dogs while they wait to be adopted by a loving family. By adding 24 additional kennels it also frees up additional kennel runs in our main building which will allow better kennel space management. A bid was let and we received 1 compliant bid which was within budget.
Financial Impact:	\$164,588.21
Alternatives:	None available at this time.
Recommendation:	Approve the motion
Funds are available in the following accounts:	Site Improvements 272039110/54-12110
<u>REVIEWED AND APPROVED BY:</u>	James H. Hill III

Invitation to Bid

Item 39.

Sealed bids will be received at this office until **Wednesday, September 6, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **820 2823 4761**; Passcode: **680429** for furnishing:

Bid Item #23-203 Prefab Modular Dog Kennels for Augusta, GA – Animal Services Department

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

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

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

A Pre-Bid Conference will be held on Monday, August 21, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 841 0103 2295; Passcode: 477678. There will be an optional site visit Tuesday, August 22, 2023; please contact James Hill @ 706-790-6836 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, August 23, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 27, 2023 and August 3, 10, 17, 2023
Metro Courier July 27, 2023

Revised: 2/19/2016



**Bid Opening: Bid Item #23-203 Prefab Modular Dog Kennels
for Augusta, GA – Animal Services Department
Bid Date: Wednesday, September 6, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 11
Total Number Specifications Download (Demandstar): 66
Total Electronic Notifications (Demandstar): 3
Georgia Procurement Registry: 614
Pre-Proposal Conference Attendees: N/A
Total Packages Submitted: 2
Total Noncompliant: 1**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Price
Horizon Structures 5075 Lower Valley Road Atglen, PA 19310	Yes	Yes	1442946	Yes	\$164,588.21
Trailside Structures, LLC. 88 Airstrip Drive Mill Hall, PA 17751	Yes	No - Non Complaint	No - Non Compliant	Yes	\$185,077.00



James H. Hill III
Director

ANIMAL SERVICES
Crystal Eskola
Deputy Director

Memo

To: Geri A. Sams, Director of Procurement

From: James H. Hill III, Animal Services Director

Date: 9/11/23

Re: Recommendation of Award

Please be advised that I am recommending award of Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures, in response to their bid submittal for the 24x60 prefab modular dog kennels. The bid came in at a total cost of \$164,588.21.

Respectfully,

A handwritten signature in blue ink, appearing to read "James H. Hill III".

James H. Hill III, Animal Services Director

ZOOK CABINS
5075 LOWER VALEY RD, SUITE B
ATGLEN, PA 19310

STOLTZFUS STRUCTURES, LLC
5075 LOWER VALLEY ROAD
ATGLEN, PA 19310

HORIZON STRUCTURES, LLC
5075 LOWER VALLEY RD.
ATGLEN, PA 19310

TITAN STEEL STRUCTURES
1280 SW 36TH AVE., SUITE 102
POMPANO BEACH, FL 33069

GATOR KENNELS, LLC
1828 E 1ST STREET
LOVELAND, CO 80537

BIRD-IN-HAND PET STRUCTURES
470 MILLWOOD RD
WILLOW STREET, PA 17584

K9KENNELSTORE
833 WEST 27TH STREET
OGDEN, UT 84401

TRAILSIDE STRUCTURES LLC.
88 AIRSTRIP DRIVE
MILL HALL, PENNSYLVANIA 17751

THE BARN RAISER
3850 RTE 9W
HIGHLAND, NY 12528

TRUE WOOD BUILDERS
663 KENNEDY ST.
HONEY BROOK, PA 19344

TIGER STRUCTURES
29915 THREE NOTCH RD.
CHARLOTTE HALL, MD 20622

James Hill
Animal Services Department

Phyllis Johnson
Compliance Department

Bid Item #23-203
Pre-Fab Modular Dog Kennels
For Augusta, GA - Animal Services Dep
Bid Due: Wed. 09/06/23 @ 11:00 A.M.

Bid Item #23-203
Pre-Fab Modular Dog Kennels
For Augusta, GA - Animal Services Dep
Mailed out 07/27/23

WILDLIFE CONTROL SUPPLIES LLC 2023-07-28	ff.shaw@wildlifecontrolsupplies.com Shaw, Jeff	N	NOM
WORLD PRECISION INSTRUMENTS INC 2023-07-28	ashleyl@wpiinc.com Lazo, Ashley	N	NOM
Wayne Frier home center of Dothan LLC 2023-07-28	cornbread386@yahoo.com Williams, Mark	N	NOM
Weeks Grp LLC 2023-07-28	aaron@weeksgrp.com Weeks, Aaron	N	NOM
YOUNG CONTRACTING SE INC 2023-07-28	rthomas@youngcontracting.com YOUNG8215, YOUNG8215	N	NOM
iCrown Consulting LLC 2023-07-28	info@icrownconsulting.com Chisholm, Sanandia	N	NOM
larry l mccord 2023-07-28	llmccord@comcast.net MCCORD, LARRY	Y	AFA
mr Fix It 30121 LLC 2023-07-28	mrfixit30121@yahoo.com Roney, Amy	Y	AFA
rand construction corporation 2023-07-28	agriffin@randcc.com Griffin, Anna	N	NOM
tranish llc 2023-07-28	tranishllc@ymail.com preyer, tracy	N	NOM

ETHNIC GROUP	COUNT
African American	23
Asian American	1
Native American	1
Hispanic/Latino	2
Pacific Island/American	1
Non Minority	311
Not Classified	0
Total Number of Vendors	339
Total Number of Contacts	614

PR_bid_email_list

[Bid Details](#) [Audit Trail](#) [Watchers List](#) [Planholders](#) [Postbid Viewers](#) [Broadcast History](#)

Planholders

Add Supplier

Export To Excel

Supplier (3)

Supplier 

Download Date

Dodge Data	07/29/2023
Muns Services, LLC	07/28/2023
Onvia, Inc. - Content Department	07/28/2023
<p>Add Supplier</p>	

Supplier Details

Supplier Name Dodge Data
Contact Name Bonny Mangold
Address 4300 Beltway Place, Ste 150 ,
Arlington, TX 76018
Email dodge.docs@construction.com
Phone Number 413-376-7032

Documents

Filename	Type	Action
23-203_ITB	Bid Document / Specifications	View History
23-203_ADD1	Addendum	View History



Commission Meeting

October 17, 2023

Vendor Award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the Mayor to sign all appropriate documentation. The recommendation of award is for a three (3) year contract with an option to extend for two (2) additional one (1) year terms. (Approved by Public Safety Committee October 10, 2023)
Background:	The Augusta Fire Department and Procurement Department have concluded the RFP evaluation process for RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department. Two vendors responded. University Health Services, Inc. was the most responsive bidder within the allocated budget and had the highest cumulative score in the RFP evaluation.
Analysis:	Currently, the Augusta Fire Department has uniformed staff of 349. The Augusta Fire Department provides professional fire suppression, disaster mitigation, and emergency medical services to a culturally diverse population of 200,000. The Department also provides a regional Urban Search and Rescue Team for both natural and manmade disaster responses. These uniformed personnel must undergo rigorous testing to qualify for employment and must maintain a high level of physical and mental fitness. Job requirements are unique to the fire service and job stresses are constant. Uniformed personnel have a need for a wide spectrum of medical services that must be provided by professionals acquainted with the duties, working conditions, mental and physical demands of the job, as well as the hours and expectations associated with the provision of preventative and emergency medical.
Financial Impact:	\$155,000
Alternatives:	None at this time
Recommendation:	Approve the motion to award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the mayor to sign all appropriate documentation.

**Funds are available in 274034110-5212110
the following accounts:**

REVIEWED AND Antonio Burden, Fire Chief/EMA Director
APPROVED BY:

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, May 23, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **823 1116 6681**; Passcode: **030788** for furnishing:

RFP Item #23-195 Baseline Annual & Pre-Employment Medical Exam for Augusta, GA – Fire Department

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

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

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

Pre-Proposal Conference will be held on Monday, May 8, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 837 5121 9675; Passcode: 072321.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, May 9, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 13, 20, 27, 2023, and May 4, 2023
Metro Courier April 13, 2023

Revised: 3/22/21



**RFP Item# 23-195 Baseline Annual & Pre-Employment Medical Exam
for Augusta, GA –Fire Department
RFP Due: Tuesday, May 23, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 18
 Total Number Specifications Download (Demandstar): __
 Total Electronic Notifications (Demandstar): __
 Georgia Procurement Registry: 884
 Total packages submitted: 2
 Total Noncompliant: 0

VENDORS	Attachment B	E-Verify #	Save Form	Original 1	Copies 7	Fee Proposal
University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Yes	53835	Yes	Yes	Yes	Yes
Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906	Yes	332120	Yes	Yes	Yes	Yes



RFP Item# 23-195 Baseline Annual & Pre-Employment Medical Exam
for Augusta, GA –Fire Department
Evaluation Date: Monday, June 12, 2023 @ 3:00 p.m. via ZOOM

Item 40.

Vendors			University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906		University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)				
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS		PASS	PASS
2. Qualifications & Experience	(0-5)	15	5.0	3.5		75.0	52.5
3. Organization & Approach	(0-5)	10	4.5	3.5	45.0	35.0	
Scope of Services (40 points) Provide details on your approach to the Scope of Services (Section III) to include your organizations experience in the following item: a)Experienced Board Certified in occupational medicine, internal medicine specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine. b) Has a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with firefighting including: •In-depth knowledge regarding fire service specific medical assessments in accordance with the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and NFPA 1582 Standards. •Understands the various Fire Service Job Analyses, has remained current on medical literature pertaining to fire service-related issues, and conducts ongoing research related to firefighter’s health, safety, and fitness. •Demonstrates knowledge of local, state, and federal laws as well as the roles of labor and management relating to occupational medicine, health, and safety. c) Access to other professionals/specialists to expedite referrals for additional, optional, or other services as needed. D) Identified the location of the Proposer’s office that will serve this contract and the clinic site(s) where the exams will be performed. Stated ability to provide the facility and equipment for services listed in RFP E) Identified the location of the Proposer’s office that will serve this contract and the clinic site(s) where the exams will be performed. Stated ability to provide the facility and equipment for services listed in RFP f) Acknowledged that contract is a time sensitive, annual program that will run for a period of three years. g) Confirmed, in writing, that at no time will any individual’s information, data, written or verbal, be released or shared with any City Department, City Employee, and/or any other medical provider without written authorization by the patient. In addition, must request authorization to transfer or destroy any or all the medical records/information in writing to firefighter and the Fire Chief at least 30 days in advance.	(0-5)	35	4.5	3.5	157.5	122.5	

5. Financial Stability	(0-5)	5	4.5	4.5		22.5	22.5
6. References	(0-5)	5	5.0	5.0		25.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)							
Within Richmond County	5	10	5.0	5.0		50.0	50.0
Within CSRA	5	6				0.0	0.0
Within Georgia	5	4				0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2			0.0	0.0	
• All Others	5	1			0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 400)			28.5	25.0		375.0	307.5
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
8. Presentation by Team	(0-5)	10				0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration	
Lowest Fees	5	10	5.0			50.0	0.0
Second	5	6		5.0		0.0	30.0
Third	5	4				0.0	0.0
Forth	5	2			0.0	0.0	
Fifth	5	1			0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0		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 525)			33.5	30.0		425.0	337.5
Internal Use Only							
Evaluator: Cumulative Date: 6/12/23							
Procurement Department Representative: _____ Nancy Williams _____							
Procurement Department Completion Date: 6/12/23							

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

AUG 25 '23 PM12:08

August 24, 2023

Ms. Geri Sams, Procurement Director

Ref: RFP 23-195 Baseline Annual & Pre-Employment Medical Exam
For Fire Department

Dear Ms. Sams:

The Fire Department entered into contract negotiations with University Health Services, Inc. for RFP 23-195 Baseline Annual & Pre-Employment Medical Exam. We have received and reviewed University Health Services' best and final offer and find it acceptable. At this time, we would like to recommend awarding RFP 23-195 to University Health Services, Inc.

Please proceed with the vendor notification. If you have questions or require further information, do not hesitate to contact me at 706-821-2933.

Sincerely,

A handwritten signature in black ink, appearing to read "Antonio Burden", written over a horizontal line.

Antonio Burden
Fire Chief/EMA Director

**PIEDMONT OCCUPATIONAL HEALTH
3121 PEACH ORCHARD RD., #201
AUGUSTA, GA 30906**

**AUGUSTA UNIVERSITY MEDICAL CENTER
1120 15TH ST.
AUGUSTA, GA 30912**

**DOCTOR'S HOSPITAL
3651 WHEELER RD.
AUGUSTA, GA 30909**

**TRINITY HOSPITAL OF AUGUSTA
2260 WRIGHTSBORO ROAD
AUGUSTA, GA 30904-4726**

**DOCTORS HOSPITAL/DHA OCC. MED.
ATN: TERRIE BRADFORD
2215 TOBACCO ROAD, SUITE F
AUGUSTA, GA 30906**

**AUGUSTA UNIVERSITY
ATTN: JAMES HAWKINS
987 ST. SEBASTIAN WAY, EC-4348
AUGUSTA, GA 30912**

**SOUTHERN FAMILY MEDICAL CENTER
3736 MIKE PADGETT HWY #A
AUGUSTA, GA 30906**

**NOVA MEDICAL CENTERS
3205 DEANS BRIDGE ROAD #9
AUGUSTA, GA 30906**

**CENTER FOR OCCUPATIONAL
MEDICINE
2215 TOBACCO RD.
AUGUSTA, GA 30906**

**PIEDMONT OCCUPATIONAL HEALTH
2260 WRIGHTSBORO RD.
AUGUSTA, GA 30904**

**TREASURE COAST MEDICAL
ASSOCIATES
3405 NW FEDERAL HIGHWAY
JENSEN BEACH, FL 34957**

**CENTER FOR PRIMARY CARE
3614 J DEWEY GRAY CIRCLE
AUGUSTA, GA 30909**

**EAST GEORGIA INTERNAL MEDICINE
811 13TH STREET
AUGUSTA, GA 30901**

**MEDICAL ASSOCIATES PLUS
2467 GOLDEN CAMP RD.
AUGUSTA, GA 30906**

**UNIVERSITY MEDICAL GROUP
PRIMARY CARE
820 SAINT SEBASTIAN WAY
AUGUSTA, GA 30901**

**AU MEDICAL CENTER
818 SAINT SEBASTIAN WAY
AUGUSTA, GA 30901**

**MAINSTREET FAMILY CARE
3910 WASHINGTON RD., SUITE B
AUGUSTA, GA 30907**

**PROMPT CARE-UNIVERSITY MEDICAL
CENTER
925 MEIGS ST., APT. 101
AUGUSTA, GA 30904**

**ANTONIO BURDEN
AUGUSTA FIRE DEPARTMENT**

**LEA RIGDON
AUGUSTA FIRE DEPARTMENT**

**PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT**

**RFP Item# 23-195 Baseline Annual & Pre
Employment Medical Exam
For Augusta, GA- Fire Department
RFP Due: Tuesday, 5/23/23 @ 11:00 A.M.**

**RFP Item# 17-196 Baseline Annual & Pre
Employment Medical Exam
For Augusta, GA Fire Department
Mailed: Thursday, 4/13/23**

Yaritza Rivera Serrano 2023-04-13	ilingualpediatricslp@gmail.com Rivera Serrano, Yaritza	N	NOM
Zenith Advisory LLC 2023-04-13	shub@zenithadvisory.us Virk, Shub	N	NOM
bttech consulting inc 2023-04-13	chrismoghalu@hotmail.com moghalu, christopher	N	NOM
eMed Labs LLC 2023-04-13	tara@emed.com Daley, Tara	N	NOM
eMed Labs LLC 2023-04-13	will.shulleeta@emed.com Shulleeta, Will		
iHealth Labs. Inc 2023-04-13	tianyang.liu@ihealthlabs.com Liu, Tianyang	N	NOM
longview international technology soluti 2023-04-13	gjohnson@lts.com Johnson, Gary	N	NOM
quality clinical laboratory consultants 2023-04-13	TANISHA@QCLC-LLC.COM TAYLOR-BURNETTE, TANISHA	N	NOM

ETHNIC GROUP	COUNT
African American	50
Asian American	14
Native American	4
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	411
Not Classified	0
Total Number of Vendors	483
Total Number of Contacts	884

[PR_bid_email_list](#)

[Bid Details](#)

[Audit Trail](#)

[Watchers List](#)

[Planholders](#)

[Postbid Viewers](#)

[Broadcast History](#)

Planholders

[Add Supplier](#)

[Export To Excel](#)

Supplier (6)

Supplier ⇅

Download Date

DocGo Inc.	05/04/2023
Employers Choice Online Inc.	04/21/2023
JLUL LOGISTICS LLC	04/13/2023
Life Scan Wellness Centers	04/13/2023
MainStreet Urgent Care	04/17/2023
Onvia, Inc. - Content Department	04/13/2023

[Add Supplier](#)

Supplier Details

Supplier Name	DocGo Inc.
Contact Name	Andrea Morris
Address	35 W 35th St., 6th Flr. 6, New York, NY 10001
Email	andrea.morris@docgo.com
Phone Number	347-831-8068

Documents

Filename	Type	Action
23-195_RFP	Bid Document / Specifications	View History

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Commission Meeting

October 17, 2023

Honorary Name Designation

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve assigning the honorary name designation of Rev Dr Kenneth B. Martin Way to the 1400 Block of Florence Street..(Requested by Commissioner Francine Scott) (Approved by Public Safety Committee October 10, 2023)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Safety Committee Meeting

Meeting Date: October 10, 2023

Approve honorary name designation of Rev Dr Kenneth B Martin Way St to a portion of Florence St

Department:	Information Technology
Presenter:	Evelyn Chanti, Information Technology GIS Manager
Caption:	Approve assigning the honorary name designation of Rev Dr Kenneth B Martin Way to the 1400 Block of Florence Street.
Background:	Commissioner Francine Scott initiated a request for an honorary road name designation for the 1400 Block of Florence Street, between Augusta Ave and Blount Ave.
Analysis:	<p>Rev. Dr Kenneth B Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few. ABC is located at 1454 Florence Street.</p> <p>Recently, Senator Jon Ossoff commended and recognized Rev Martin for his service to the Augusta Community and the State of Georgia via a Press Release dated July 21, 2023.</p> <p>Living status: living.</p>
Financial Impact:	One road sign to be placed at the intersection of Florence St and Augusta Ave.
Alternatives:	N/A
Recommendation:	Approve assigning the honorary designation of Rev Dr Kenneth B Martin Way.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

GIS- HonoraryRoadNamingForm



IT-GIS Division
Honorary Road Naming Request

Click [here](#) for general guidelines

Honorary Designations allow citizens the opportunity to honor people that have made significant contributions to the Augusta Richmond County community. Honorary designations can be made in memory of an individual. Honorary road names will be displayed for a ten (10) year period. The sign will then be turned over to the individual that applied for the naming, unless renewed. IT-GIS will only accept a maximum of ten (10) designations per calendar year. Road designations will be determined on a case by case basis

Applicant Information

Date *	10/5/2023
Applicant *	Francine Scott
Property Owner/Other *	<input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Other
Other	Commissioner
Mailing Address *	Street Address 535 Telfair St Address Line 2 City Augusta State / Province / Region GA Postal / Zip Code 30901 Country USA
Phone Number *	706-564-8712
Email *	cscott2@augustaga.gov

Request Information

Type Of Request *	<input checked="" type="checkbox"/> Honorary Name Addition
Road Ownership *	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> State

Current Road Name* Florence Street

Proposed Honorary Road Name* Rev Dr Kenneth B Martin Way

A) Alternate Honorary Road Name

Number of Honorary Road Name Signs* 1

Location Of Road

Point of Beginning Augusta Ave

Point of Ending Blount Ave

Reason For Proposed Request

Reason For Request Rev. Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few.

Recently, Senator Jon Ossoff commended and recognized Rev Martin for his service to the Augusta Community and the State of Georgia (click on link below).

I along with District 1 Commissioner Jordan Johnson would like to present the Honorary Road Sign to Rev. Martin at the 153rd Annual Session of the General Missionary Baptist Church President's Gala on Monday, November 13th.

<https://www.ossoff.senate.gov/press-releases/sen-ossoff-commends-antioch-baptist-church-pastor-rev-kenneth-martin-on-his-retirement/>



Honorary Road Name Sign
Rev. Dr. Kenneth B. Martin
Way

Florence St

Antioch Baptist
Church

Augusta Ave

Brown St

Blount Ave

Perry Ave

Item 41.

Augusta, GA Disclaimer: The data represented on this map has been compiled by the best method available. Accuracy is contingent upon the source information as compiled by various agencies departments both internal and external to the consolidated government of Augusta, GA. August and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these or data for any reason without the written consent of the Augusta-Richmond County Commission.



From: [Lena Bonner](#)
To: [Evelyn Chanti](#)
Cc: [Commissioner Francine Scott](#); [Commissioner Jordan Johnson](#); [Tameka Allen](#); [Natasha L. McFarley](#)
Subject: FW: Honorary Road Street Designation- Rev. Dr. Kenneth B. Martin
Date: Thursday, October 5, 2023 9:50:13 AM
Importance: High

Good morning Evelyn,

Commissioner Francine Scott would like to request an Honorary Rd Street. Designation for Reverend Dr. Kenneth B. Martin.

Please find details regarding the designation below and let's know what needs to be done to meet the crucial timeline for getting this accomplished.

As always, we appreciate your continued cooperative assistance.

Best regards

Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
535 Telfair Street
Augusta, GA 30901
(706) 821-1820 - Office
(706) 821-1838 - Office Fax

From: Commissioner Francine Scott <CScott2@augustaga.gov>
Sent: Wednesday, October 4, 2023 10:32 PM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>
Subject: Honorary Road Street Designation- Rev. Dr. Kenneth B. Martin

Ms. Bonner,

I am requesting the above-mentioned subject to be place on the agenda.

This is a request to have part of 1400 Block of Florence Street be a honorary street designation as: Rev. Dr. Kenneth B. Martin Way

Rev. Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few.

Recently, Senator Jon Ossoff commended and recognized Rev Martin for his service to the Augusta Community and the State of Georgia (click on link below).

I along with District 1 Commissioner Jordan Johnson would like to present the Honorary Road Sign to Rev. Martin at the 153rd Annual Session of the General Missionary Baptist Church President's Gala on Monday, November 13th.

<https://www.ossoff.senate.gov/press-releases/sen-ossoff-commends-antioch-baptist-church-pastor-rev-kenneth-martin-on-his-retirement/>

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Commission Meeting

October 17, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the regular meeting of the Commission held October 3, 2023 and Special Called Meeting held October 10, 2023 .
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, October 03, 2023
2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Alvin Mason
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

Commissioner Brandon Garrett

INVOCATION

Reverend Tommie L. Benjamin, Pastor, Trinity C.M.E. Church

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

DELEGATION(S)

- A. **Ms. Cheryl Fleming** regarding opposition to the renaming of the Augusta Riverwalk.
Presentation is made by Ms. Wilson.
- B. **Ms. Betty Powell** regarding naming the Riverwalk in honor of Ed McIntyre.
Presentation is made by Ms. Powell.
- C. **Ms. Monique Braswell** regarding the annual Feast before the Feast Event.
Presentation is made by Ms. Braswell.

CONSENT AGENDA

(Items 1-6)

ADMINISTRATIVE SERVICES

1. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into contractual agreement with David Green Realty, LLC. for property management services (RFP 23-273). Recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms. **(Approved by Administrative Services Committee September 26, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

2. Motion to **approve** two (2) Rehabilitation Projects in partnership with Curry Home Improvement. **(Approved by Administrative Services Committee September 26, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

3. Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of five Ford F250s, at a total cost of \$271,350 from Allan Vigil Ford for the Richmond County Fire Department. **(Approved by Administrative Services Committee September 26, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

4. Motion to **approve** directing the Administrator to obtain completed Service Level Agreements (SLA's) from all departments by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request. **(Approved by Administrative Services Committee September 26, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

5. Motion to **approve** agreements with Development Authority of Augusta (AEDA) for two projects, for Retail Recruitment and Industrial Recruitment, that were included in SPLOST 8, and to authorize the Mayor to execute all appropriate documents. (**Approved by Finance Committee September 26, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

6. Motion to **approve** the minutes of the regular meeting of commission held September 19, 2023 and the Special Meeting held September 26, 2023)

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 7-34)

PUBLIC SERVICES

7. **New Location: A.N. 23-39:** A request by Reginald M. McGee for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with 211 Bar & Grill located at 4630 Mike Padgett Hwy. There will be **Dance**. District 8. Super District 10.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis, Guilfoyle

Ms. McKnight out.

Motion carries 8-0.

8. **New Location: A.N. 23-40:** A request by **Robert Robertson** for a consumption on premise **Wine** License to be used in connection with That Flippin Egg #3 located at 3321 Mike Padgett Hwy. **District 6 Super District 10**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

9. **New Location: A.N. 23-41:** A request by **Vy Nguyen** for a consumption on premise **Incidental Wine** License to be used with Solar Nails located at 3697 Windsor Spring Rd. **District 6 Super District 10**

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

10. Motion to approve Historic Preservation Training September 13-15, 2023 for members of the Augusta Historic Preservation Committee

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. A motion to consider approval of the Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

12. A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2024, to June 30, 2025.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

13. Consider approving an Easement Deed, from Georgia Power Company, for a permanent access easement.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to approve Supplemental Agreement for a Tree Study on existing FAA Grant.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

15. Motion to Approve Change Order #1 to contract with RW Allen Construction for Fuel Farm Improvements for a total increase of \$34,215.96. Approved by the Augusta Aviation Commission on August 24, 2023. 23BFA132

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

16. Request for Augusta Planning and Development Department to provide a status update on amending the current ordinance to allow Accessory Dwelling Units (ADUs). **(Requested by Commissioner Stacy Pulliam)**.

Motion to approve receiving this item as information and to ask Ms. Delaney to bring back an update to the Commission in four months regarding the amendment to the ordinance.

Motion made by Pulliam, Seconded by Smith-McKnight.

It was the consensus of the Commission that this item be received as information without objection.

17. Approve the placement of a public art sculpture within the 511 Reynolds Street Pocket Park. **(Requested by the Administrator)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ADMINISTRATIVE SERVICES

18. Discuss and implement new policy for employees physically clocking in including SES employees. **(Requested by Mayor Pro Tem Brandon Garrett)**

Motion to refer this item to the next committee meeting.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

19. Motion to **approve** renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil “Andy” Check, III. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**

Motion to approve tabling this item and items 20 and 21 indefinitely and not change the name of anything.

Motion made by Guilfoyle, Seconded by McKnight.

Voting Yea: Frantom, Guilfoyle, Smith-McKnight

Voting Nay: Johnson, Mason, Scott, Pulliam, Lewis, Williams

Motion fails 3-6.

Motion to approve the item as stated.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Mason, Scott, Pulliam, Lewis

Voting Nay: Frantom, Smith-McKnight, Guilfoyle

Motion carries 6-3.

20. Motion to **approve** the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**

Motion to approve.

Motion made by Williams, Seconded by Lewis.

Voting Yea: Johnson, Williams, Mason, Scott, Pulliam, Lewis

Voting Nay: Frantom, Smith-McKnight, Guilfoyle

Motion carries 6-3.

21. Motion to **approve** the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**

Motion to approve.

Motion made by Williams, Seconded by Lewis.

Voting Yea: Johnson, Williams, Mason, Scott, Pulliam, Lewis

Voting Nay: Frantom, Smith-McKnight, Guilfoyle

Motion carries 6-3.

22. Motion to **approve** a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents. **(No recommendation from Administrative Services Committee September 26, 2023)**

Motion to approve bringing this item back for consideration in two weeks.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

23. Presentation by Mr. Ming F. Lin regarding the demolition of his driveway located at 3653 Wrightsboro Road.

Motion to approve receiving this item as information

Motion made by Scott, Seconded by Mason.

It was the consensus of the Commission that this item be received as information without objection.

24. Receive as information Purchase of Quincy Compressor & Accessories in amount of \$89,665.91 from Quincy Company for Landfill Gas Plant. Requested by Engineering. Bid 22-057

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

25. Receive as information Purchase of Waste Wheel Carts in amount of \$94,080.00 from Otto Environmental Systems. Requested by Engineering. Bid 23-165

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

26. Approve \$180,000 to continue the funding for the current Waste Wheel Carts Contract to Otto Environmental Systems. Requested by Engineering. Bid 23-165

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

27. Approve and Authorize Execution of Augusta's Zone 1 Residential Waste & Recyclable Collection Service Contact Extension Agreement with Georgia Waste System LLC for a Transitional period up to Six (6) months beginning January 1, 2024 to ensure continuity of such Contracted Services during existing contract transition to a new contract (RFP 23-112). Requested by Engineering. Bid 12-112

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

28. Approve Award of "Augusta's Right of Way & other Areas Trees Management and Trees Removal" Contract to Big Dog Stump & Tree and Atlanta Premier Tree Solution, LLC subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for three years with an option to renew for two additional one-year terms. Requested by Engineering. RFP 23-252

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

29. Approve Authorizing Augusta Engineering & Environmental Services Department Soliciting Qualification Based Proposals for Conducting Audit, Condition Assessment, and Operational Assessment of presently Augusta's owned Street Lighting/Outdoor Lighting Facilities (Overhead Lighting, Fixtures & Associated Items) and Accordingly Developing Potential Energy Saving Upgrades & Operational Program. Requested by Engineering

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

30. Motion to **approve** funding to replace irrigation system for the entire length of Henry Street. **(Requested by Commissioner Catherine McKnight)**

Motion to approve moving forward with obtaining an RFP to determine the cost to replace the irrigation system on the entire length of Henry Street which would be done in phases.

Motion made by Guilfoyle, Seconded by McKnight.

Motion is rescinded by Guilfoyle.

It was the consensus of the Commission to receive this item as information without objection and allow the Interim Administrator to proceed with getting cost estimates to make the repairs to the irrigation system.

31. Consider a request from Mr. Aaron Matthews regarding a property tax abatement for the property located adjacent to Matthews Motors at 1365 Gordon Highway. **(No recommendation from Finance Committee September 26, 2023)**

Motion to approve refunding the taxes after he has paid them on this parcel of land.

Motion made by Guilfoyle, Seconded by McKnight.

No action was taken on this motion.

It was the consensus of the Commission that this item be received as information without objection.

PUBLIC SAFETY

32. Approve assigning the honorary name designation of Frank Yerby St to Hall Street.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

33. Discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center. **(Requested by Commissioner Catherine McKnight)**

Motion to refer this item to the next committee meeting.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Item 42.

ADDENDUM ITEM

1. Motion to approve/ratify the Augusta Legislative Delegation's appointment of Mr. J. Noel Schweers, III to the Augusta Canal Authority to fill the unexpired term (due to the resignation) of Ms. Jeanie Allen. (Requested by Representative Brian Prince)

Motion made by Frantom, Seconded by Mason.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle.

Motion carries 9-0.

CALLED MEETING

COMMISSION CHAMBER
October 10, 2027

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, October 10, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon. I'd like to call this meeting to order. Attorney Brown.

1. LEGAL MEETING

- A. Pending and potential litigation**
- B. Real estate**
- C. Personnel**

Mr. Brown: Mayor Johnson, Commissioners, we would request a motion to go into executive session for the discussion of pending and potential litigation, personnel and real estate.

Ms. McKnight: Motion to approve.

Mr. Lewis: Second.

Mr. Mayor: Motion from the commissioner from the 3rd, second from the commissioner from the 6th. Let's vote.

Mr. Williams, Mr. Johnson and Mr. Frantom out.
Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. We are now in executive session.

[EXECUTIVE SESSION]

Mr. Mayor: All right, Madam Clerk, I call this meeting back to order. Attorney Brown, are there any motions as a result of executive session?

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

Mr. Brown: Yes, sir. We request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. Scott: Second.

Mr. Mayor: All right, there's a motion and a second. Voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown.

Mr. Brown: Yes, Mayor Johnson, Commissioners. We would request a motion to increase the starting salary for Assistant Plan Examiner to a range of \$55,000 to \$58,000 annually.

Mr. Guilfoyle: So moved.

Mr. Frantom: Second.

Motion carries 10-0.

Mr. Mayor: Attorney Brown.

Mr. Brown: We would request a motion to approve a lease agreement between Augusta, Georgia and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, Georgia.

Mr. Frantom: So moved.

Mr. Guilfoyle: Second.

Mr. Mayor: A motion by Commissioner Frantom, seconded by Commissioner Guilfoyle. We're voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown, are there any additional motions?

Mr. Brown: Mayor Johnson, there are no further motions.

Mr. Mayor: Thank you, Attorney Brown. I hereby close out this session.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on October 10, 2023.

Clerk of Commission



Commission Meeting

October 3, 2023

AO Give Change That Counts

Department:	Administrator's Office
Presenter:	Danielle Hayes, Public Information Manager
Caption:	Motion to approve a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents. (No recommendation from Administrative Services Committee September 26, 2023)
Background:	To help amplify the efforts of the Augusta Commission to reduce the occurrences of panhandling in Richmond County, the Give Change That Counts public awareness campaign aims to increase public education on panhandling and the local agencies that provide meaningful support to people in need. As a result, residents would redirect their financial support to support these local nonprofits instead of directly giving money to panhandlers. In addition to working with the City of Savannah and the Chatham-Savannah Authority for the Homeless, the Office of the Administrator's local partners include Augusta Metro Chamber of Commerce, Augusta Rescue Mission, Destination Augusta, Downtown Development Authority, Greater Augusta Black Chamber of Commerce, Richmond County Marshal's Office, Richmond County Sheriff's Office, Salvation Army Center of Hope, and the United Way of the CSRA.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

Meeting Date: October 17, 2023

AO FY24 Budget Presentation

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Administrator's proposed fiscal year 2024 budget presentation.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Administrator's proposed fiscal year 2024 budget presentation.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Commission Meeting**

October 17, 2023

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