



## COMMISSION MEETING AGENDA

Commission Chamber  
Tuesday, March 05, 2024  
2:00 PM

### INVOCATION

Reverend Dr. Dwayne M. Crew, Pastor, Williams Memorial C.M.E. Church

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

### DELEGATION(S)

- A.** Minister Dante Barley regarding holding business license holders accountable.
- B.** Mr. Melvin Kelly regarding affordable housing and homelessness.
- C.** Ms. Patricia Geter regarding 1) community center 2) sidewalks 3) Speed humps for the Harper-Franklin Avenue and Camak.

### CONSENT AGENDA

*(Items 1-20)*

### PUBLIC SERVICES

- 1.** Motion to approve A.N. 24-4 - New Ownership (Existing Location): Anilkumar B. Patel requesting Retail Package Liquor, Beer, And Wine for Overpass Package located at 3745A Peach Orchard Road. District 6, Super District 10. (Approved by Public Services Committee February 27, 2024)
- 2.** Motion to approve A.N. 24-5 - New Location: Cheryl Strobridge requesting Consumption on Premises for Liquor, Beer, and Wine for The Allure Lounge located at 2059 Gordon Highway. District 2. Super District 9(Appeared by Public Services Committee February 27, 2024)
- 3.** Motion to approve A.N. 24-6 - New Location: Dominico C. Simmons requesting Consumption on Premises for Beer and Wine with Sunday Sales for Toaste the Event Bar located at 1135 Broad Street. District 1. Super District 9.(Approved by Public Services Committee February 27, 2024)
- 4.** Motion to approve a request by Julia King for a Massage Operator's License to be used in connection with Belladonna Aesthetics located at 3114 Augusta Tech Drive.(Approved by Public Services Committee February 27, 2024)
- 5.** Motion to approve a request by Miranda Wade for Massage Operator's License to be used in connection with Mirandas Therapeutic Touch Massage located at 3958 Wrightsboro Road. District 3. Super District 10.(Approved by Public Services Committee February 27, 2024)



- 6.** Motion to **approve** the recommendation of the Administrator to allow the Central Services Department to develop a scope of work to replace both the electrical and the floating dock systems at the 5th Street Marina which will be done through a procurement process for Augusta to determine a cost estimate as well as a funding source. ((**Approved by Public Services Committee February 27, 2024**)
- 7.** Motion to **approve** Sole Source Contract with Trapeze Software Group for the Upgrade of the PASS IVR System. (**Approved by Public Services Committee February 27, 2024**)
- 8.** Motion to **approve** the execution of a Georgia Power Underground Easement at 2463 Golden Camp Road (Henry H. Brigham Community Center and Park).(**Approved by Public Services Committee February 27, 2024**)
- 9.** Motion to **approve** the Commission directed bus tour to occur on Friday, March 15, 2024, from 10am to 12pm. (**Approved by Public Services Committee February 27, 2024**)

### **ENGINEERING SERVICES**

- 10.** Motion to **approve** tasking the Administrator with compiling a list of all affected homes and citizens in the area in order to determine a scope of magnitude and to determine an estimated cost relative to the June 22, 2023 flood at 2513 Argonne Drive (Ms. Rhoda M. Hann) and neighboring houses. (**Approved by Engineering Services Committee February 27, 2024**)
- 11.** Motion to **approve** the recommend Approval of Request to Replace Utilities Oracle Software Licensing and Maintenance Plan. (**Approved by Engineering Services Committee February 27, 2024**)
- 12.** Motion to **approve** RFQ # 24-205: the Sanitary Sewer Connection Program – Phase 3 (SSCP-P3) to extend the program life via a new contract and renew funding for Augusta – Utilities Department. Award is for one (1) year with the option to extend for four (4) additional one (1) year terms.(**Approved by Engineering Services Committee February 27, 2024**)
- 13.** Motion to **approve** supplemental funding (SA4) to Hussy Gay Bell (HGB) in the amount of \$280,936.00 for the Broad Street Improvements Construction Phase Services (CEI). AE / RFP 18-311.(**Approved by Engineering Services Committee February 27, 2024**)
- 14.** Motion to **approve** award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of **\$4,021,957.00** for Transportation Investment Act (TIA) Project Dennis Road Improvements, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-234 (**Approved by Engineering Services Committee February 27, 2024**)
- 15.** Motion to **approve** continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$150,000. AED / RFP 22-147. (**Approved by Engineering Services Committee February 27, 2024**)
- 16.** 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 \$127,170.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction-SUE. AE / RFP 19-179 (**Approved by Engineering Services Committee February 27, 2024**)
- 17.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 004-3-030-00-0) 3047 Dennis Road. (**Approved by Engineering Services Committee February 27, 2024**)



## **FINANCE**

- 18.** Motion to **accept** the FY24 GCIP Grant award for Finance Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of **\$3,259.50. (Approved by Finance Committee February 27, 2024)**

## **PUBLIC SAFETY**

- 19.** Motion to **approve \$140,000** for the creation of one (1) Deputy Marshal, one (1) Corporal, and the purchase of safety gear, in support of the Marshal's Office Expanded Litter Program funded from **Contingency Fund. (Approved by Public Safety Committee February 27, 2024)**

## **PETITIONS AND COMMUNICATIONS**

- 20.** Motion to **approve** the minutes of the Regular Meeting of the Commission held **February 20** and Special Called Meeting held **February 27, 2024.**

### **\*\*\*\*END CONSENT AGENDA\*\*\*\* AUGUSTA COMMISSION**

### **AUGUSTA COMMISSION REGULAR AGENDA**

(Items 21-37)

## **PUBLIC SERVICES**

- 21.** Motion to **approve one-year suspension** of the Alcohol License for Allen Voncelillies, **Club Climax a/k/a Club Rain, 1855 Gordon Highway**, for failure to comply with Augusta-Richmond County Alcohol Ordinance. **(Approved by Public Services Committee February 13, 2024) (Deferred from the February 20, 2024)**
- 22.** Presentation by Ms. Loriana Pope-Mathis to discuss two properties on her street and holding the property owners more accountable. **(Deferred from the February 27, 2024 Public Services Committee Meeting)**

## **ADMINISTRATIVE SERVICES**

- 23.** Presentation by Mr. Brian Green regarding our City Charter and progress.
- 24.** Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.
- 25.** Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.
- 26.** Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13th Street, within Laney Walker/Bethlehem at a later date.
- 27.** Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process. Concept Plans presented by ISM – Project Manager



- 28.** Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
- 29.** Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
- 30.** Motion to approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
- 31.** Receive as information a presentation of the 2023 Annual Report.
- 32.** Motion to approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process. Concept Plans created by Project Manager – ISM.
- 33.** Consider the requested Director of Augusta Human Resources' recommended recruitment process for the position of **Director of Parks and Recreation for the City of Augusta. (Approved by the Augusta Commission February 27, 2024)**

### **ENGINEERING SERVICES**

- 34.** Presentation and discussion by **Coastal Waste & Recycling of Georgia LLC.** for RFP #23-112.Solid Waste & Recyclable Collection Services-Zone One. **(Requested by Mayor Pro Tem Brandon Garrett)**

### **APPOINTMENT(S)**

- 35.** Consider the reappointment of **Mr. Bill Hollingworth** to the Augusta Economic Development Authority. **(Requested by Commissioner Wayne Guilfoyle)**
- 36.** Consider the reappointment of Ms. Sharon Renee D'Antignac to the Augusta-Richmond County Board of Tax Assessors. **(Requested by Commissioner Francine Scott)**

### **LEGAL MEETING**

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





## Commission Meeting

March 5, 2024

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Minister Dante Barley</b> regarding holding business license holders accountable.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



### AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>3/19</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

#### Contact Information for Individual/Presenter Making the Request:

Name: Minister Dante Burley  
Address: 1814 Fayetteville Rd Apt K8 Augusta Ga  
Telephone Number: 706-399-2909 or 706-627-8059  
Fax Number: 706-399-2909  
E-Mail Address: \_\_\_\_\_

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

Business license and holding the people accountable  
and Alcohol licenses holding them accountable also  
because somebody needs to be held accountable

Please send this request form to the following address:

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

Telephone Number: 706-821-1820  
Fax Number: 706-821-1838  
E-Mail Address: [nmorawski@augustaga.gov](mailto:nmorawski@augustaga.gov)

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





## Commission Meeting

March 5, 2024

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Melvin Kelly</b> regarding affordable housing and homelessness.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>3/5/24</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: MELVIN KELLY  
 Address: 2014 OLIVE RD  
 Telephone Number: 706-220-0499  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: MELVIN KELLY 234 @ YAHOO.COM

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

AFFORDABLE HOUSING & HOMELESSNESS

Please send this request form to the following address:

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

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

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





## Commission Meeting

March 5, 2024

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Patricia Geter</b> regarding 1) community center 2) sidewalks 3) Speed humps for the Harper-Franklin Avenue and Camak.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>March 5, 2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Patricia A. Geyer - West Augusta Six  
 Address: 4102 Elders Drive Augusta, GA 30909  
 Telephone Number: 706-399-9092  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: pattyg713@bellsouth.net

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

1. Community Center  
2. Sidewalk  
3. Speed Bumps for Harper Franklin Ave & Camak

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 306 Municipal Building	E-Mail Address: <a href="mailto:lmorawski@augustaga.gov">lmorawski@augustaga.gov</a>
530 Greene Street	
Augusta, GA 30901	

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





## Commission Meeting

March 5, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing
<b>Caption:</b>	<b>Motion to approve A.N. 24-4 - New Ownership (Existing Location): Anilkumar B. Patel requesting Retail Package Liquor, Beer, And Wine for Overpass Package located at 3745A Peach Orchard Road. District 6, Super District 10. (Approved by Public Services Committee February 27, 2024)</b>
<b>Background:</b>	New Ownership of Overpass Package
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$4,580.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business OVERPASS PACKAGE
2. Business Address 3745A PEACH ORCHARD RD
3. City AUGUSTA State GA Zip 30906
4. Business Phone (\_\_\_\_) \_\_\_\_\_ Home Phone (631) 605-9808
5. Applicant Name and Address: ANILKUMAR B PATEL  
323 CLEARWATER LN  
GROVETOWN GA 30813
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel 188-1-003-00-0 Zoning \_\_\_\_\_
9. Location Manager(s) ANILKUMAR B 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: 11/08/2023
12. Mailing Address:  
Name of Business OVERPASS PACKAGE  
Attention ANILKUMAR B PATEL  
Address 3745A PEACH ORCHARD RD  
City/State/Zip AUGUSTA GA 30909
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: GAJANAN BEVERAGE LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
ANILKUMAR B PATEL	MEMBER		323 CLEARWATER LN GROVETOWN GA 30813	51%
UMESHKUMAR PATEL	MEMBER		9821 GARDEN GROVE BLVD GARDEN GROVE CA 92844	49%

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ( ) Convenience Store  
(X) Package Store ( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	X	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: 2008 - CLOSED
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. A.P.



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



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

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

21. List owner or owners of building and property.  
ANILKUMAR B PATEL & UMESHKUMAR PATEL

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.

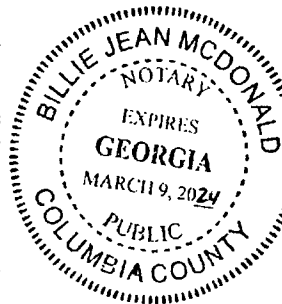
A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, ANILKUMAR B 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.

[Signature]  
Applicant Signature

25. I hereby certify that ANILKUMAR B PATEL is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 2<sup>nd</sup> day of January, in the year 2024.

Billie Jean McDonald  
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



## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-4

**Application Type:** Retail Package Liquor, Beer, and Wine - New Ownership (Existing Location)

**Business Name:** Overpass Package

**Hearing Date:** February 27, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Anilkumar B. Patel

**Property Owner:** PSS&AKH Enterprises, LLC

**Address of Property:** 3745A Peach Orchard Road

**Tax Parcel #:** 168-1-003-00-0

**Commission Districts:** District 6, Super District 10

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$4,580.00

**RECOMMENDATION:**

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

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

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





## Commission Meeting

March 5, 2024

A.N. 24-5

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Motion to approve A.N. 24-5 - New Location: Cheryl Strobridge requesting Consumption on Premises for Liquor, Beer, and Wine for The Allure Lounge located at 2059 Gordon Highway. District 2. Super District 9(Approved by Public Services Committee February 27, 2024)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Public Services Committee Meeting

February 27, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing
<b>Caption:</b>	<b>A.N. 24-5 – New Location: Cheryl Strobridge requesting Consumption on Premises for Liquor, Beer, and Wine</b> located at 2059 Gordon Highway. District 2. Super District 9
<b>Background:</b>	New Location – The Allure Lounge
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$4,365.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A







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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2024 Alcohol Account Number \_\_\_\_\_

1. Name of Business The Allure Lounge
2. Business Address 2059 Gordon Highway
3. City Augusta State Ga. Zip 30909
4. Business Phone (\_\_\_\_) \_\_\_\_\_ Home Phone (\_\_\_\_) 627-0008
5. Applicant Name and Address: Cheryl Strobbridge  
525 18th Street #785  
Augusta, Ga. 30901
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
n/a
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: n/a
12. Mailing Address:  
Name of Business The Allure Lounge  
Attention \_\_\_\_\_  
Address 2059 Gordon Highway  
City/State/Zip Augusta, Ga. 30909
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

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: no



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.

Zaine Store LLC

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

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

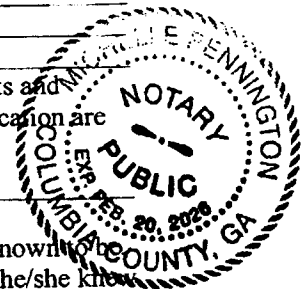
A) Church 0.9 miles C) School 0.8 miles  
B) Library 1.5 miles D) Public Recreation 1.1 miles

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 foregoing alcoholic beverage application are true.

Cheryl Strubbe  
Applicant Signature

25. I hereby certify that Cheryl Strubbe is personally known to me. That he/she signed his/her name to the foregoing 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 5th day of January, in the year 2024.

Michelle Pennington  
Notary Public 2-20-2024 Exp.



### 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 \_\_\_\_\_.



## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-5

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

**Business Name:** The Allure Lounge

**Hearing Date:** February 27, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Cherly Stobridge

**Property Owner:** Zainee Stores, LLC

**Address of Property:** 2058 Gordon Highway

**Tax Parcel #:** 069-0-005-13-0

**Commission Districts:** District 2, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$ 4,365.00

**RECOMMENDATION:**

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

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

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





## Commission Meeting

March 5, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing
<b>Caption:</b>	<b>Motion to approve A.N. 24-6 - New Location: Dominico C. Simmons requesting Consumption on Premises for Beer and Wine with Sunday Sales for Toaste the Event Bar</b> located at 1135 Broad Street. District 1. Super District 9.(Approved by Public Services Committee February 27, 2024)
<b>Background:</b>	New Location – Toaste The Event Bar
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$2,860.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

## ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number 2020-1458

1. Name of Business Toaste The Event Bar
2. Business Address 1135 Broad Street
3. City Augusta State GA Zip 30901
4. Business Phone (706) 803-4157 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Dominico C. Simmons  
4036 Lakewood Drive  
Grovetown, GA 30813
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 Toaste The Event Bar  
Attention \_\_\_\_\_  
Address 1135 Broad Street  
City/State/Zip Augusta, GA 30901
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
<u>Dominico Simmons</u>	<u>owner</u>		<u>4036 Lakewood Dr</u>	<u>100%</u>

15. What type of business will you operate in this location?  
☒ Restaurant ( ) Lounge ( ) Convenience Store  
( ) Package Store ( ) Other: \_\_\_\_\_

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

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

16. Have you ever applied for an Alcohol Beverage License before: 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. DS



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



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

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

21. List owner or owners of building and property.

Vander Morgan Realty

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, Dominico Simmons  
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.

Dominico C. Simmons  
Applicant Signature

25. I hereby certify that Dominico C. Simmons is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 25 day of June, in the year 2023

Tammi M. Williamson  
Notary Public

Tammi M. Williamson  
NOTARY PUBLIC  
RICHMOND COUNTY, GEORGIA  
My Commission Expires  
March 08, 2024

#### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	<input checked="" type="checkbox"/>		
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-6

**Application Type:** Consumption on premises Beer and Wine, Sunday Sales - New Location

**Business Name:** Toaste The Event Bar

**Hearing Date:** February 17, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Dominico C. Simmons

**Property Owner:** Magnolia Lane Partners, LLC

**Address of Property:** 1135 Broad Street

**Tax Parcel #:** 036-4-153-00-0

**Commission Districts:** District 1, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$2,860.00

**RECOMMENDATION:**

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

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

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





## Commission Meeting

March 5, 2024

### Massage Operator's License

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<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	Motion to <b>approve</b> a request by <b>Julia King</b> for a <b>Massage Operator's License</b> to be used in connection with Belladonna Aesthetics located at 3114 Augusta Tech Drive. ( <b>Approved by Public Services Committee February 27, 2024</b> )
<b>Background:</b>	New Location
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
<b>Financial Impact:</b>	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**AUGUSTA RICHMOND COUNTY  
PERSONNEL STATEMENT  
1815 MARVIN GRIFFIN ROAD  
AUGUSTA GA 30906**

Item 4.

- 1) Full Name of Applicant: Julia Ann King
- 2) Home Address: 4021 Bridle Path Dr. Hephzibah, Ga. 30815
- 3) Telephone #: \_\_\_\_\_ SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_
- High School Diploma: Yes ☒ No \_\_\_\_\_ or GED: Yes \_\_\_\_\_ No \_\_\_\_\_
- 4) Trade name of Business of which personnel statement is a part of: Belladonna Aesthetics
- 5) Business Address: 3114 Augusta Tech Dr. Augusta, Ga. 30906
- 6) Business Telephone: (706) 558-5308
- 7) Position of Applicant in Business: owner / operator
- 8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames \_\_\_\_\_
- 9) Place of Birth: Augusta, Ga. U.S. Citizen (☒ yes ( ) no
- Naturalized: \_\_\_\_\_ Date, Place and Court: \_\_\_\_\_
- Certification No: \_\_\_\_\_
- 10) Martial Status: ( ) Married ( ) Divorced ( ) Separated ( ) Widowed ( ) Single (☒)
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: \_\_\_\_\_ SS# \_\_\_\_\_
- 12) Applicants: Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_
- Color Hair: \_\_\_\_\_ Color Eyes: \_\_\_\_\_

**13) Employment Records: (Give most recent experience first. If self-employed, give details.)**

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
12	21			master cosmetologist	\$20k	Belladonna Aesthetics	Ga	Current



14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
11	1997	4021 Bridle Path Dr.	Hephzibah	GA.

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Jeffrey Jones JR. (706) 831 0254 Jones Dental Lab (26 yrs)  
 Eric Given S. (706) 496 4987 Ga. Army National Guard (5 yr)  
 Cristina Paulin (706) 825 2425 Augusta School of  
 massage (1 yr)

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)  
 Georgia Army National Guard, honorable

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. NO

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

### VERIFICATION

State of Georgia RICHMOND County

Julia King do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

[Signature]  
 Applicant's signature (Full name in ink)

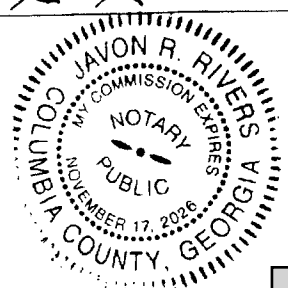
I hereby certify that JULIA KING (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statement and answers made therein, and, under oath

This 16<sup>th</sup> day of JANUARY in the year 2024

[Signature]  
 Notary Public

Sheriff Department Approval \_\_\_\_\_

Disapproval \_\_\_\_\_





## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** Discussion

**Application Type:** Massage Operators License

**Business Name:** Belladonna Aesthetics

**Hearing Date:** February 27, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning & Development

**Applicant:** Julie King

**Property Owner:** Georgia Investment Series 2004-4, LLC

**Address of Property:** 3114 Augusta Tech Drive

**Tax Parcel #:** 096-0-014-00-0

**Commission Districts:** District 5, Super District 9

**Background:** New Location

### ANALYSIS:

Location Restrictions:

- **Zoning:** General Business – B-2

### LICENSE REQUIREMENTS:

- Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.



### Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

**FINANCIAL IMPACT:** The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

### RECOMMENDATION:

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

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

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





## Public Services Committee Meeting

Meeting Date: February 13, 2024

Suspension of Alcohol License

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<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	A request by <b>Miranda Wade</b> for <b>Massage Operator's License</b> to be used in connection with Mirandas Therapeutic Touch Massage located at 3958 Wrightsboro Road. District 3, Super District 10.
<b>Background:</b>	New Location
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
<b>Financial Impact:</b>	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**PERSONNEL STATEMENT**  
**1803 MARVIN GRIFFIN ROAD**  
**AUGUSTA, GA. 30906**

- 1) Full Name of Applicant: Miranda Wade
- 2) Home Address: P.O. BOX 5326 Augusta, Ga 30916
- 3) Telephone #: \_\_\_\_\_ SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_
- High School Diploma: ☒ Yes ☐ No \_\_\_\_\_ or GED: Yes \_\_\_\_\_ No \_\_\_\_\_
- 4) Trade name of Business of which personnel statement is a part of: Miranda's Therapeutic Massage
- 5) Business Address: 3958 Wrightboro Rd Suite C 30909
- 6) Business Telephone: 478 206 7146
- 7) Position of Applicant in Business: Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames \_\_\_\_\_
- 9) Place of Birth: Augusta, Ga. U.S. Citizen ☒ yes ( ) no
- Naturalized: \_\_\_\_\_ Date, Place and Court: \_\_\_\_\_
- Certification No: \_\_\_\_\_
- 10) Martial Status: ( ) Married ( ☒ ) Divorced ( ) Separated ( ) Widowed ( ) Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: Percy Hov. SS# ?
- 12) Applicants: Height: 5'2 Weight: 145 Age: 47
- Color Hair: Brownish Black Color Eyes: Brown/Black
- 13) Employment Records: (Give most recent experience first. If self-employed, give details)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
10	2011	Present		Owner Therapeutic Massage Business	Varies (I)		GA	Currently employed
04	2011	Present		Substitute teacher (ROBTE)	\$83.00 per ass. g. w/ taxes		GA	Currently employed



14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
02	2015	1158 W. Bolton Trl.	High Point, NC	
12	2011	P.O. Box 2326	High Point, NC	
04	2009	5105 Williams Road	Boulder, CO	
05	2007	6132 Habitat Dr.	Boulder, CO	

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Mrs. Anna Freeman (2nd mom) all my life has known me  
 1016 699-2106  
 Randy Wade (stepson) 904 523 4071  
 Mrs. Banks colleague in teaching 706 373 6076

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

N/A

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition.

N/A

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

### VERIFICATION

State of Georgia Richmond County

do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

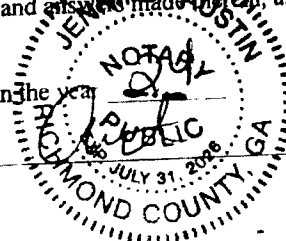
Miranda  
 Applicant's signature (Full name in ink)

I hereby certify that Miranda Wade  
 (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and, under oath.

This 17th day of January

[Signature]  
 Notary Public

in the year



Sheriff Department Approval \_\_\_\_\_

Disapproval \_\_\_\_\_



## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** Discussion

**Application Type:** Massage Operators License

**Business Name:** Mirandas Therapeutic Touch Massage

**Hearing Date:** February 27, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning & Development Department

**Applicant:** Miranda Wade

**Property Owner:** Bethel Covent Worship Center, Inc.

**Address of Property:** 3958 Wrightsboro Road

**Tax Parcel #:** 039-0-003-02-0

**Commission Districts:** District 3, Super District 10

**Background:** New Location

### ANALYSIS:

Location Restrictions:

- **Zoning:** General Business – B-2

### LICENSE REQUIREMENTS:

- Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this **chapter** is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.



### **Qualifications for Operator's License, Section 6-4-3**

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

**FINANCIAL IMPACT:** The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

### **RECOMMENDATION:**

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

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

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





## Commission Meeting

March 5, 2024

Mr. Francis Christian

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the recommendation of the Administrator to allow the Central Services Department to develop a scope of work to replace both the electrical and the floating dock systems at the 5th Street Marina which will be done through a procurement process for Augusta to determine a cost estimate as well as a funding source. (( <b>Approved by Public Services Committee February 27, 2024</b> ))
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



# **AGENDA ITEM REQUEST FORM**

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>2/27/24</u>
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

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

Name: Francis Christian  
 Address: 261 Broad St  
 Telephone Number: 706-533-4711  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: francischristian48@gmail.com

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

Power + water disconnect at  
5th St Marina

**Please send this request form to the following address:**

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

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









## Commission Meeting

March 5, 2024

Item Name: Augusta Transit Upgrade of the PASS IVR System

<b>Department:</b>	Augusta Transit												
<b>Presenter:</b>	Sharon Dottery												
<b>Caption:</b>	Motion to <b>approve</b> Sole Source Contract with Trapeze Software Group for the Upgrade of the PASS IVR System. ( <b>Approved by Public Services Committee February 27, 2024</b> )												
<b>Background:</b>	<p>Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.</p> <p>The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.</p>												
<b>Analysis:</b>	<p>The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.</p> <p>The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in the needs of Paratransit Transport.</p>												
<b>Financial Impact:</b>	<p>There has been an increase from the original purchase price of \$31,488 to \$40,813.00 due to the revision of time required to complete the project. The original account executive scheduled the project for two days. The new account executive has estimated the project would take 6.5 days to complete, thus the new cost.</p> <p>The project will be funded at 80% Federal and 20% local. The total cost is \$40,813.00.</p> <table><tr><td></td><td><b>Split</b></td><td><b>Federal</b></td><td><b>Local</b></td></tr><tr><td>FTA Grant GA-2021-023</td><td>80/20</td><td><u>\$32,650.00</u></td><td><u>\$8,163.00</u></td></tr><tr><td><b>Total</b></td><td><b>\$40,813.00</b></td><td><b>\$32,650.00</b></td><td><b>\$8,163.00</b></td></tr></table>		<b>Split</b>	<b>Federal</b>	<b>Local</b>	FTA Grant GA-2021-023	80/20	<u>\$32,650.00</u>	<u>\$8,163.00</u>	<b>Total</b>	<b>\$40,813.00</b>	<b>\$32,650.00</b>	<b>\$8,163.00</b>
	<b>Split</b>	<b>Federal</b>	<b>Local</b>										
FTA Grant GA-2021-023	80/20	<u>\$32,650.00</u>	<u>\$8,163.00</u>										
<b>Total</b>	<b>\$40,813.00</b>	<b>\$32,650.00</b>	<b>\$8,163.00</b>										
<b>Alternatives:</b>	Deny request.												
<b>Recommendation:</b>													



Approve Contract with Trapeze Software Group for the Upgrade of the PASS System.

Item 7.

**Funds are available in the following accounts:**

The Augusta Transit 2024 budget 546709-1226-5424320 for the project cost.

**REVIEWED AND APPROVED BY:**

N/A




**AUGUSTA TRANSIT**

SHARON DOTTERY, TRANSIT DIRECTOR

**MEMORANDUM OF SOLE SOURCE JUSTIFICATION**

**TO:** Geri Sams, Director Procurement

**FROM:**  Sharon Dottery, Director Transit

**DATE:** February 9, 2024

**SUBJECT:** GVP8 Migration Server Upgrade

Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.

The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.

**Current Issue**

- Augusta Transit's current server is from 2012 and in need of an upgrade.

**Project Objectives**

- The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.
- The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in the need of Paratransit Transport.





Print Form

Item 7.

**Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)**

Vendor: Trapeze E-Verify Number: 486896

Commodity: GVP8 Server Migration

Estimated annual expenditure for the above commodity or service: \$ 40,813.00

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

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

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

Name: Sharon Dottery Department: Augusta Transit Date: 2/9/24

Department Head Signature: Sharon Dottery Date: 2/9/24

Approval Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Approval: (required – not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:



Augusta Richmond County (ARC)  
GVP 9 Migration for PASS-IVR  
Statement of Work

November 20, 2023

Submitted by:  
Name  
Tel: 123-456-7890  
email@trapezegroup.com



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# Introduction

The purpose of this document is to provide Augusta Richmond County (ARC) with a quote and scope of work for the PASS-IVR Genesys Voice Platform (GVP) 9 migration.

This document outlines the implementation services to be provided by Trapeze, as well as the support required from ARC staff and resources.

## Section 1:

# Trapeze Professional Services

## Personnel

## Section 2:

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

## Section 2.1:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the proposed solution as defined in this statement of work.
- **Implementation Consultant(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, and deployment of the Software.
- **Developer(s):** The primary resource(s) responsible for completing all user interface design changes to meet ARC's business needs.

## Section 2.2:

## Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-Off
2. Development
3. Internal Acceptance Testing
4. Software Installation and Configuration
5. Installation Testing
6. Acceptance Testing
7. Deployment and Closure



# Project Implementation Approach

## Project Kick-Off

Following contract execution, Trapeze and ARC will hold a remote project kick-off meeting to

### Section 3:

- Align stakeholders on scope and timelines
- Review roles and responsibilities
- Identify any key risks

### Section 3.1:

Project teams from both Trapeze and ARC are expected to attend the kick-off meeting.

## Development

Trapeze will provide development services for the migration of the existing ARC PASS-IVR markup to be compatible with GVP9. Additional markup changes such as call flow changes, menu updates and static text changes are not included in this implementation. Should additional changes be required, they will need to be addressed through a change order.

### Section 3.2:

## Internal Acceptance Testing

### Section 3.3:

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any software is installed in ARC's environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Implementation Consultant(s) run a series of tests in a local environment to ensure that all software is functioning properly against ARC's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for ARC.

### Section 3.4:

## Software Installation and Configuration

Following the completion of Internal Acceptance Testing, Trapeze will work with ARC to remotely install the GVP9 software and configure the PASS-IVR software in ARC's environment.

ARC will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, ARC will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom or ARC's preferred secure connection will be used as an alternate method for connecting to the servers.

### Windows Server 2016 or 2019

Trapeze requires the GVP9 software to run on a Windows 2016 or 2019 server operating system. All other servers in ARC's organization may run on Windows 2012 or above. ARC will be required to contact their re-seller for Windows Operating System Licensing.



## SIP Gateway

Trapeze will be attempting a direct SIP interconnection between ARC's PBX and the GVP server on a best-effort basis. Should the interconnection not be possible within a reasonable time frame estimated as one (1) workday, Trapeze will re-use and reconfigure the existing ARC SIP gateways.

## GVP9 Server Backup

Due to the complexity of the GVP9 platform installation, as well as level of effort associated with rebuilding the server, it is essential for ARC to perform a complete disk-image backup of each server environment prior to deployment.

# Installation Testing

Installation Testing will occur after the software has been installed in ARC's environment. This testing is designed to ensure the software is functioning properly within ARC's environment, as well as with third party software, as necessary.

During Installation Testing, ARC will grant Trapeze access to their servers so that Trapeze can perform testing of key software functionality and validate the software is functioning properly in ARC's environment. During Installation Testing Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General software functionality is working as designed for PASS-IVR
- All configurations and settings are functioning as expected

## Section 3.6: Acceptance Testing

Acceptance Testing involves ARC utilizing the new GVP9 software in the local environment to ensure it responds accurately to user inputs and all features and functions work as expected.

Trapeze will provide remote support to begin the first round of Acceptance Testing activities. ARC will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing.

All subsequent end-to-end rounds of Acceptance Testing must be completed by ARC in no more than five (5) business days.

## Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, ARC will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, ARC will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
  - This can include but is not limited to:
    - System crashing
    - Non-recoverable conditions
    - Data loss or corruption



- Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality
  - Performance defects leading to unavailability or loss of functionality
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
- This can include but is not limited to:
    - System crashing or aborting during normal operation of a non-critical flow
    - Missing functionality
    - Inconsistent logic or display of data
    - Slow responsiveness and underperformance of the system
    - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
- This can include but is not limited to:
    - Minor usability issues such as inconsistent display
    - Tab/shortcut keys not working
    - Missing input validation
    - System recoverable errors

ARC and Trapeze, in collaboration will review the list and identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make every effort to resolve defects of the same severity levels based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated software solution is required to resolve the defect(s), Trapeze will provide the updated software encompassing all defect fixes. ARC will be asked to test and validate the software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and ARC will be asked to execute another round of Acceptance Testing.

Once ARC confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the software deemed ready for production use. ARC will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new software builds addressing post-deployment defects, as necessary.

## Section 3.7:

# Deployment and Closure

During the deployment activities, Trapeze will decommission the legacy GVP software and re-direct the call flow towards the new GVP9 software in ARC's production environment, so that it can be used to support live operations.

This cutover should be independent of any upgrades that are happening at the current time. For example, the GVP9 migration should be a separate activity entirely, to happen either before or after any current upgrade that is in progress.

## Deployment Support

Trapeze will provide remote go-live support for the launch of GVP9 software for up to one (1) week from cut-over into ARC's production environment. ARC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the software to support live operations.



## Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

## Responsibilities and Deliverables

Activity	Trapeze Responsibilities	ARC Responsibilities	Deliverables
<b>Project Kick-Off</b>	<ul style="list-style-type: none"> <li>Lead project kick-off meeting</li> <li>Collaborate with ARC in developing project schedule</li> </ul>	<ul style="list-style-type: none"> <li>Assist in developing project schedule and kick-off presentation</li> <li>Provide inputs for ARC-led activities</li> </ul>	<ul style="list-style-type: none"> <li>Kick-off meeting</li> <li>Kick-off Presentation (MS PowerPoint)</li> <li>Preliminary project schedule (revised as necessary)</li> </ul>
<b>Development</b>	<ul style="list-style-type: none"> <li>Migrate markup to be compatible with GVP9</li> </ul>	<ul style="list-style-type: none"> <li>Consult as required</li> </ul>	<ul style="list-style-type: none"> <li>Completed GVP9 markup</li> </ul>
<b>Internal Acceptance Testing</b>	<ul style="list-style-type: none"> <li>Perform Internal Acceptance Testing</li> </ul>	<ul style="list-style-type: none"> <li>Provide data as necessary</li> </ul>	
<b>Software Installation and Configuration</b>	<ul style="list-style-type: none"> <li>Install GVP9 software and configure PASS-IVR in ARC's environment</li> </ul>	<ul style="list-style-type: none"> <li>Complete all hardware installation(s)</li> <li>Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security</li> <li>Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Installed software in ARC's environment</li> </ul>
<b>Installation Testing</b>	<ul style="list-style-type: none"> <li>Perform Installation Testing</li> </ul>	<ul style="list-style-type: none"> <li>Provide technical consulting as required</li> <li>Provide access to production environment</li> </ul>	
<b>Acceptance Testing</b>	<ul style="list-style-type: none"> <li>Support ARC during Acceptance Testing</li> </ul>	<ul style="list-style-type: none"> <li>Perform Acceptance Testing</li> <li>Complete prioritization of defect(s)</li> <li>Re-test defect resolutions</li> </ul>	<ul style="list-style-type: none"> <li>Prioritized defects log</li> <li>Software releases, as necessary</li> </ul>
<b>Deployment and Closure</b>	<ul style="list-style-type: none"> <li>Provide remote support for all go-live activities for up-to one (1) week</li> </ul>	<ul style="list-style-type: none"> <li>Escalate defects to appropriate Trapeze Implementation Consultants</li> <li>Ensure data accuracy</li> <li>Confirm connectivity, logins, etc.</li> </ul>	<ul style="list-style-type: none"> <li>PASS-IVR and GVP9 is operational and functional in ARC's production environment</li> </ul>



## Project Duration

This implementation is expected to be completed within four (4) months from the completion of the project kick-off meeting. Trapeze also assumes that each activity (listed in Section 2.2) will commence no more than five (5) business days following the completion of the previous activity.

### Section 5:

Following contract execution, a mobilization period will be required to align resources prior to kicking off the project. Trapeze will work to minimize this mobilization period through proactive planning with ARC.

If the length of the project exceeds four (4) months from the kick-off meeting, or any activity does not commence within five (5) business days following the completion of the previous activity, either due to ARC's readiness or resourcing delays, a change order may be required to fund the extension.

If ARC places the project on hold, a Request for Change form will need to be filled in to outline and agree to the terms of the delay, including payment for services rendered to date.

Trapeze requires fourteen (14) days written notice when ARC is ready to resume the project. Trapeze will then require a mobilization period to ramp up the project again, a change order may be required to fund this ramp up.

If the project remains on hold for more than ninety (90) days, Trapeze reserves the right to terminate the project. ARC will have five (5) business days to allow Trapeze onto any required servers to uninstall any software installed as part of this project. Any payments previously invoiced will not be refunded. When ARC is ready to start a new project, it will be rescoped in its entirety through the sales process.

## Section 6: Project Management

Trapeze will provide remote project management support for the entire duration of the project. The Trapeze project manager will be responsible for:

- Successful planning, design, and execution of the project
- Effective stakeholder communication
- Risk mitigation
- Meeting project milestones

The project manager will be the key point of contact for ARC for the duration of the project. Trapeze will also require ARC assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Trapeze expects the project managers will meet on a bi-weekly basis.

In addition to the responsibilities outlined above, Trapeze project managers will also provide the following key services:

- **Change Management:** If any deliverable(s) will need to be changed mid-project, the project manager will identify the impact of the change and initiate necessary actions to ensure timelines and project costs will be adjusted.



- **Milestone Sign-Offs:** With each completed milestone, ARC will be asked to sign off on the milestone and confirm agreement with project moving forward.

## ARC's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Se

Resource	Resource Allocation	Responsibilities
Project Manager	20% of their time for the full duration of the project	<ul style="list-style-type: none"> <li>• Coordinate all resources from ARC</li> <li>• Coordinate conference calls and meetings, as required</li> <li>• Coordinate completion of Acceptance Testing</li> <li>• Coordinate ARC activities</li> <li>• Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project</li> <li>• Coordinate software deployment activities</li> </ul>
Subject Matter Experts/End Users (Internal)/Testers	20% of their time for the full duration of the project 50% of their time during Testing	<ul style="list-style-type: none"> <li>• Participate in the completion of ARC-led activities</li> <li>• Participate in the review of all documentation</li> <li>• Assist with software deployment activities</li> <li>• Execute Acceptance Testing</li> <li>• Record and report any Software defects</li> </ul>
System Administrators / IT	25% of their time during software Installation, Testing, and Deployment	<ul style="list-style-type: none"> <li>• Assist with troubleshooting network or technical issues</li> <li>• Provide access to servers as necessary throughout the project</li> <li>• Maintain system security controls &amp; permissions, user accounts, etc.</li> <li>• Assist with software deployment activities</li> </ul>



## Project Budget

The following project budget includes all costs required for the PASS-IVR GVP9 migration as outlined in this statement of work.

Se	Item	Description	Cost (USD)
	1	Implementation Services	\$40,813
		Total Cost	<b>\$40,813</b>

## Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Se	Milestone	Description	Acceptance Criteria	% of Contract Value
	1	Project Kick-Off	Completion of the Project Kick-Off meeting	10% of Services
	2	Software Installation	Installation of PASS-IVR markup and GVP9 in ARC's environment	30% of Services
	3	Acceptance Testing - Round 1	Completion of the initial ten (10) business day Acceptance Testing period	30% of Services
	4	Acceptance Testing - Final	Resolution of critical and major defect(s)	20% of Services
	5	Deployment Support	Completion of one (1) week of remote go-live support	10% of Services



# Project Assumptions

## General Pricing Assumptions

### Section 9:

#### Section 9.1:

1. This implementation is a fixed-fee engagement.
2. Pricing does not include any applicable taxes or expenses associated with ARC and any of its resources assigned to the project.
3. Any integration with third party software or systems outside the scope of this project will be the responsibility of ARC.
4. A ARC system administrator will be readily available for all configuration, installation, testing and deployment activities.
5. All documentation and execution of test cases will be the responsibility of ARC.
6. All software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
7. All services will be performed remotely utilizing current production version of the PASS-IVR software.
8. This project should be completed either before, or after, an upgrade activity. There is no scope in this project to address a version change of the Trapeze PASS-IVR software, and the cutover of the GVP migration should not be simultaneous with any ongoing upgrades.
9. The only development work included in this project will be to update the markup to be compatible with GVP9.
10. Text and call flow updates and additional markup customizations are not within the scope of this project.
11. Trapeze requires the GVP9 software to run on a Windows 2016 or 2019 operating system, where this server can be placed on VM Ware.
12. ARC will create a complete disk-image backup at the conclusion of the migration.
13. If the server will need to be rebuilt and ARC has not created a backup, a change order will be required to secure additional installation services.
14. If SIP Trunking cannot be used as expected, ARC will need to use its existing SIP Gateways to interconnect the PBX to the GVP servers.
15. ARC is responsible for all telephony configurations required for the GVP9 migration. This includes any configuration/support of the current PBX system as well as any gateway's that may be used during this deployment.
16. ARC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications).
17. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
18. Pricing is valid until February 29, 2024.



*Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.*

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.







Takiyah A. Douse  
Interim Administrator

August 15, 2023

Sharon Dottery, Director  
Transit  
2844 Regency Blvd.  
Augusta, GA 30904

Dear Director Dottery:

At their meeting held on Tuesday, August 15, 2023, the Augusta, Georgia Commission, acted on the following items:

23. Approved Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement.

If you have any questions, please contact me.

In Service,

A handwritten signature in black ink, appearing to read "CMJ", followed by a horizontal line.

Charles M. Jackson, Deputy Administrator

CJ/nd





Print Form

Item 7.

**Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)**

Vendor: Trapeze E-Verify Number: 486896

Commodity: GVP8 Server Migration

Estimated annual expenditure for the above commodity or service: \$ 40,813.00

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

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

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

Name: Sharon Dottery Department: Augusta Transit Date: 2/9/24

Department Head Signature: Sharon Dottery Date: 2/9/24

Approval Authority: BA Date:           


Administrator Approval: (required -- not required)            Date:           

COMMENTS:



**AUGUSTA TRANSIT****SHARON DOTTERY, TRANSIT DIRECTOR****MEMORANDUM OF SOLE SOURCE JUSTIFICATION**

**TO:** Geri Sams, Director Procurement

**FROM:**  Sharon Dottery, Director Transit

**DATE:** February 9, 2024

**SUBJECT:** GVP8 Migration Server Upgrade

Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.

The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.

**Current Issue**

- Augusta Transit's current server is from 2012 and in need of an upgrade.

**Project Objectives**

- The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.
- The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in the need of Paratransit Transport.





## Commission Meeting

March 5, 2024

Motion to approve the execution of a Georgia Power Underground Easement

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<b>Department:</b>	Parks & Recreation
<b>Presenter:</b>	Charles Jackson
<b>Caption:</b>	Motion to <b>approve</b> the execution of a Georgia Power Underground Easement at 2463 Golden Camp Road (Henry H. Brigham Community Center and Park). <b>(Approved by Public Services Committee February 27, 2024)</b>
<b>Background:</b>	As part of the construction of the new Henry H. Brigham Community Center, new transformers and underground power distribution lines need to be placed on site to ensure that newly constructed as well as existing structures on the parcel are connected to Georgia Power's network. The execution of the easement is a prerequisite for the work on site.
<b>Analysis:</b>	The proposed easement has been reviewed by the Engineering Department and the Law Department.
<b>Financial Impact:</b>	None
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. Move to approve the execution of the easement.</li> <li>2. Move to no action.</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Move to approve the execution of the easement.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



After recording, return to:  
 Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE  
 Bin 10151  
 Atlanta, GA 30308-3374

-----  
 PROJECT 2023020026      LETTER FILE      DEED FILE      MAP FILE  
 ACCOUNT NUMBER      11047464-GPC9596-VBS-GP300E02523  
 NAME OF LINE/PROJECT: 2463 GOLDEN CAMP RD, AUGUSTA (RICHMOND COUNTY) - DISTRIBUTION  
 LINE  
 PARCEL NUMBER 001  
 -----

STATE OF GEORGIA  
 RICHMOND COUNTY

## U N D E R G R O U N D   E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, AUGUSTA - RICHMOND COUNTY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 535 Telfair St. # 800, Augusta, GA 30901-2379, does hereby grant and convey to the Company, its successors and assigns, the non-exclusive right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 2463 GOLDEN CAMP RD., AUGUSTA, GA 30906 (Tax Parcel ID No. 0962075000) in the 89 GMD (Georgia Militia District) of Richmond County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A". Collectively aforementioned (a), and (b) called "Facilities".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires,



-----

PARCEL 001	NAME OF	2463 GOLDEN CAMP RD, AUGUSTA (RICHMOND COUNTY) -
	LINE/PROJECT:	DISTRIBUTION LINE

-----

transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area, provided such lines shall be only for the use of the Company; the right to assign this Underground Easement in whole or in part, to (i) another electrical utility provider, or (ii) a purchaser of all or substantially all of the assets of the Company; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the non-exclusive rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]



-----  
PARCEL 001                      NAME OF                      2463 GOLDEN CAMP RD, AUGUSTA (RICHMOND COUNTY) -  
LINE/PROJECT:                      DISTRIBUTION LINE  
-----

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their  
hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the                      AUGUSTA - RICHMOND COUNTY  
presence of:

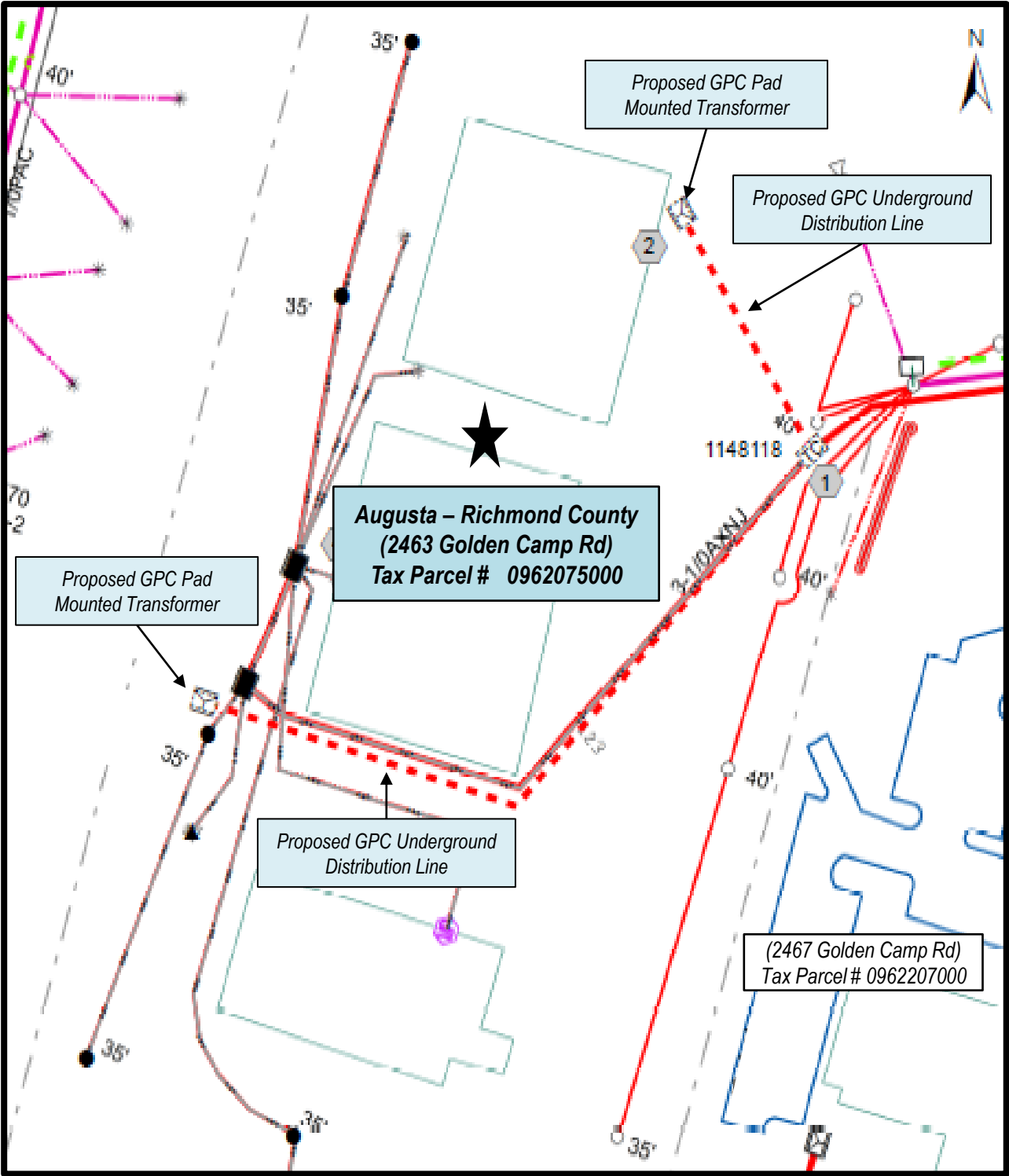
_____	By: _____ (SEAL)
Witness	Name: GARNETT L. JOHNSON
	Title: MAYOR
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title:

[CORPORATE SEAL]



Exhibit "A"

Item 8.







## Commission Meeting

March 5, 2024

### AO Code Enforcement Bus Tour

---

<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to <b>approve</b> the Commission directed bus tour to occur on Friday, March 15, 2024, from 10am to 12pm. ( <b>Approved by Public Services Committee February 27, 2024</b> )
<b>Background:</b>	On January 16, 2024 the Commission approved tasking the Administrator with organizing a tour in the next 60 days of various neighborhoods such as Harrisburg, Laney-Walker and other areas that commissioners may suggest and that commissioners, representatives from Code Enforcement and Engineering Department, the Fire Chief, officials in Magistrate Court and anyone else deemed necessary to be there to see the bad conditions of where people are living in the properties owned by slumlords and absentee property owners throughout the county.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve the Commission directed bus tour to occur on Friday, March 15, 2024, from 10am to 12pm.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Commission Meeting

March 5, 2024

Ms. Rhoda M. Hann

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> tasking the Administrator with compiling a list of all affected homes and citizens in the area in order to determine a scope of magnitude and to determine an estimated cost relative to the June 22, 2023 flood at 2513 Argonne Drive (Ms. Rhoda M. Hann) and neighboring houses. ( <b>Approved by Engineering Services Committee February 27, 2024</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



Commission meetings: First and third Tuesday of each month - 2:00 p.m.

Committee meetings: Second and last Tuesday of each month - 1:00 p.m.

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

<input type="checkbox"/> Commission	Date of Meeting
<input type="checkbox"/> Public Safety Committee	Date of Meeting
<input type="checkbox"/> Public Services Committee	Date of Meeting
<input type="checkbox"/> Administrative Services Committee	Date of Meeting
<input type="checkbox"/> Engineering Services Committee	Date of Meeting
<input checked="" type="checkbox"/> Finance Committee	Date of Meeting 3/

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

Name: Rhoda M. HANN  
 Address: 2513 ARGONNE DRIVE Augusta, GA  
 Telephone Number: 706-491-5829  
 Fax Number: N/A  
 E-Mail Address: HRhoda739STAR@gmail.com

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

The flood on June 22, 202  
2513 Argonne Drive and Neighboring h

Please send this request form to the following address:

J. Bonner

Commission

Municipal Building

Telephone

Fax Number

E-Mail

e-mailed or delivered

m. on the Thursday

week. A five-minute









## Commission Meeting

March 5, 2024

### Replace Utilities Oracle Licensing and Maintenance Plan

<b>Department:</b>	Utilities, Wes Byne Director
<b>Presenter:</b>	Steve Little
<b>Caption:</b>	Motion to <b>approve</b> the recommend Approval of Request to Replace Utilities Oracle Software Licensing and Maintenance Plan. ( <b>Approved by Engineering Services Committee February 27, 2024</b> )
<b>Background:</b>	The Utility billing software, enQuesta, has previously required Oracle software licensing and maintenance on the server it was housed at a cost of approximately \$5,000 per month. When we upgraded the software and went to the cloud, Systems & Software was able to get us a significant discount on licensing and maintenance through them, but using the same vendor. This request is to approve the payment of this invoice.
<b>Analysis:</b>	The cost for the new licensing and maintenance is a one-time upfront payment of \$60,000, which is reflected in the attached invoice, plus ongoing maintenance of \$1,000 per month. Based on the new pricing, the upfront cost will be recovered in approximately fifteen months of savings, plus we will see additional annual savings in 2025 of approximately \$36,000 and \$48,000 per year thereafter.
<b>Financial Impact:</b>	Total cost of the services being requested is \$72,000 for 2024, and is available in account 506043110-5238110.
<b>Alternatives:</b>	There are no reasonable alternatives
<b>Recommendation:</b>	AUD recommends approval of the request to replace the Oracle Software Licensing and Maintenance Plan
<b>Funds are available in the following accounts:</b>	506043110-5238110      \$72,000
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





Please remit to:  
62130 Collections Center Drive  
Chicago, IL 60693-0621

Invoice  
Date  
Page

SSICT0000015  
9/19/2023  
1 of 1

Item 11.

<b>Bill To</b>
Augusta Utilities Department 452 Walker St. Suite 200 Augusta, GA 30901 United States

<b>Ship To</b>
Augusta Utilities Department 452 Walker St. Suite 200 Augusta, GA 30901 United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	AUG100		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	CUSTOMER DEPOSIT	Oracle Enterprise Edition Licenses Diagnostics/Tuning/Databases - 100% due on signing	US\$ 60,000.00	US\$ 60,000.00
Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email LRoss@harriscomputer.com			Subtotal	US\$ 60,000.00
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 60,000.00





## Commission Meeting

March 5, 2024

Sanitary Sewer Connection Services Program Phase 3 – Contract & Funding. RFQ # 24-205

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne
<b>Caption:</b>	Motion to <b>approve</b> RFQ # 24-205: the Sanitary Sewer Connection Program – Phase 3 (SSCP-P3) to extend the program life via a new contract and renew funding for Augusta – Utilities Department. Award is for one (1) year with the option to extend for four (4) additional one (1) year terms. <b>(Approved by Engineering Services Committee February 27, 2024)</b>
<b>Background:</b>	The Sanitary Sewer Connection Program – Phase 2 contract expired. This necessitates a Phase 3 contract and renewed funding to allow qualified plumbers to continue the program. The renewal will increase our approved plumber list to three, who will provide the abandonment of existing septic tank, install sewer service line from the house to an adjacent Augusta sanitary sewer connection for that property. This includes restoring any concrete/asphalt/landscaping to its initial state prior to the project start. This program will allow the Augusta Utilities Department to provide sanitary sewer service to existing, sewer-adjacent water customers not currently connected to the system.
<b>Analysis:</b>	The selection panel and the Director of AUD recommends the three qualifying plumbers, <i>P3 Services of GA d/b/a Universal Plumbing, Pamela's Plumbing, LLC,</i> and <i>Kenneth Black Plumbing, LLC</i> . Each has demonstrated the experience and proven ability to meet the demands of the <i>SSCP-P3</i> in behalf of the <i>Augusta Utilities Department</i> .
<b>Financial Impact:</b>	\$1,000,000.00 in funds are available from account <b>G/L</b> 507043420 - 5425210 and <b>J/L</b> 81500070 - 5425210.
<b>Alternatives:</b>	Rejection of the increase in funds would delay the Utilities Department's ability to execute sanitary sewer connection services.
<b>Recommendation:</b>	Augusta Utilities Department recommends Commission Approval: Sanitary Sewer Connection Services Program – Phase 3 for the City of Augusta – Utilities Department in the amount of \$1,000,000.00
<b>Funds are available in the following accounts:</b>	Funds are available in the following account: 507043420- 5425210 /81500070- 5425210.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS

SANITARY SEWER CONNECTION SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
AND  
PLUMBER

PLUMBER:

PROJECT: SANITARY SEWER CONNECTION PROGRAM

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS

SANITARY SEWER CONNECTION SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
AND  
PLUMBER

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called "AUGUSTA" and \_\_\_\_\_, a Corporation authorized to do business in Georgia, hereinafter called the "PLUMBER."

WHEREAS, AUGUSTA desires to engage a qualified licensed plumbing contractor to furnish services for:

Sanitary Sewer Connection Services Task Order Program – Phase 3

WHEREAS, the PLUMBER has represented to AUGUSTA that it is qualified, licensed, ready and able to perform the Work in connection with this task order program, and AUGUSTA has relied upon such representation.

Furthermore, the PLUMBER shall perform and furnish all the materials, labor, equipment, and other things necessary for each Task Order at the locations identified in the Task Order, in accordance with the Contract Documents as defined by the General and Special Conditions hereto attached, which are hereby made a part of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between AUGUSTA and the PLUMBER that:



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**SANITARY SEWER CONNECTION PROGRAM  
SERVICES**

Augusta, Georgia

The Honorable Garnett Johnson, Mayor

Commissioners:

Jordan Johnson  
Stacy Pulliam  
Catherine Smith McKnight  
Alvin Mason  
Bobby Williams  
Tony Lewis  
Sean Frantom  
Brandon Garrett  
Francine Scott  
Wayne Guilfoyle

Wes Byne  
Director, Augusta Utilities Department

Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, GA 30901

DATE  
January 11, 2024



## CONTENTS

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<u>SECTION</u>	<u>TITLE</u>
IB	Instructions to Bidders
NA	Notice of Award
NP	Notice to Proceed
CO	Change Order
BB	Bid Bonds
PB	Performance and Payment Bonds
A	Agreement
Attachment A	Scope of Services
Attachment B	Compensation
Attachment C	Listing of Key Personnel



## SECTION IB

### INSTRUCTIONS TO BIDDERS

#### IB-01 GENERAL

All proposals must be presented in a sealed envelope, addressed to the OWNER. The proposal must be filed with the OWNER on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

#### IB-02 EXAMINATION OF WORK

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work; the conformation of the ground; the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

#### IB-03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Geri A. Sams, Director of Procurement; Procurement Department; Suite 605; 535 Telfair Street; Augusta, GA 30901 and to be given consideration must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. Mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### IB-04 PREPARATION OF BIDS

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.



Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all OWNERS. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

NOTE: A 10% Bid Bond is required in all cases.

#### IB-05 BASIS OF AWARD

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the CONTRACTOR to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

#### IB-06 BIDDER'S QUALIFICATIONS

No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He shall submit with his proposal, sealed in a separate envelope, a FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications. The OWNER may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The OWNER reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

#### IB-07 PERFORMANCE BOND

At the time of entering into the contract, the CONTRACTOR shall give bond to the OWNER for the use of the OWNER and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the OWNER harmless from all cost and charges that may accrue on account of the doing of the work specified, and for compliance with the laws pertaining thereto. Said bond shall be for the amount of the contract satisfactory to the OWNER and authorized by law to do business in the State of Georgia.

Attorneys-in-fact who sign bonds must file with each copy thereof a certified and effectively dated copy of the power of attorney.



IB-08 REJECTION OF BIDS

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the OWNER.



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SECTION P  
PROPOSAL

Date: \_\_\_\_\_

Ladies and Gentlemen:

In compliance with your invitation for bids, the undersigned hereby proposes to furnish all labor, equipment and material, and perform all work for the project referred to herein as:

**SANITARY SEWER CONNECTION PROGRAM – PHASE 3**

The undersigned hereby agrees that, upon receipt of AUGUSTA's written acceptance of the Task Order proposal, he will within 10 days of receipt of such notice execute a Task Order agreement with the OWNER, and that he will provide the bond or guarantees required by the contract documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work in accordance with required contracted task order performance dates based upon a written notice to proceed per each qualified task order. The undersigned hereby also agrees that the work will be completed within a timeframe reasonable to accomplish the work, or that which has been mutually agreed upon by the Augusta Utilities Department, based on the scope for work for the task order as assigned.

The undersigned acknowledges receipt of the following addenda:

Addendum No. Addendum Date

\_\_\_\_\_  
\_\_\_\_\_

Enclosed is a bid guarantee consisting of

\_\_\_\_\_ in the Amount of

\_\_\_\_\_.

Respectfully Submitted,

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

By: \_\_\_\_\_

TITLE: \_\_\_\_\_



# SECTION NA

## NOTICE OF AWARD



### NOTICE TO PROCEED

DATE: \_\_\_\_\_

TO: Name \_\_\_\_\_

Attn:Firm Contact \_\_\_\_\_

Address1 \_\_\_\_\_

City, State 30901 \_\_\_\_\_

PROJECT: Name \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_  
on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_  
consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Project Engineer

Receipt of this NOTICE TO PROCEED is hereby acknowledged

This, the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and return one copy of this Notice to Proceed Acknowledgement to:

**Augusta Utilities Department**  
**Attn: SSCP Managers**  
**452 Walker Street, Suite 200**  
**Augusta, GA 30901**



## SECTION BB

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the \_\_\_\_\_  
 \_\_\_\_\_ as Principal, \_\_\_\_\_ and as Surety,  
 are hereby held and firmly bound unto the Augusta, Georgia Commission of Augusta,  
 Georgia as Owner in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby  
 jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the  
 Augusta, Georgia Commission of Augusta, Georgia, a certain Bid, attached hereto and hereby  
 made a part hereof to enter into a contract in writing for the **Sanitary Sewer Connection**  
**Program – Phase 3**, for Augusta, Georgia in accordance with plans and specifications of the  
 AUGUSTA UTILITIES DEPARTMENT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



The Surety , for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20\_\_\_\_\_.

Witness \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(Principal)

Attest \_\_\_\_\_ by \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(Title)

Witness \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(Surety)

Attest \_\_\_\_\_ by \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(Title)



**SECTION PB****PERFORMANCE BOND**

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THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT *BOND* ON PAGE PB-3, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20\_\_\_\_\_.

Witness \_\_\_\_\_  
\_\_\_\_\_ (Contractor) (seal)

Attest \_\_\_\_\_  
by \_\_\_\_\_ (seal)  
(Title)

Witness \_\_\_\_\_  
\_\_\_\_\_ (Surety) (seal)

Attest \_\_\_\_\_  
by \_\_\_\_\_ (seal)  
(Title)



## SECTION PB

### LABOR AND MATERIAL PAYMENT BOND

NOTE:

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND ON PAGE PB-I, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20\_\_\_\_\_.

Witness \_\_\_\_\_

\_\_\_\_\_ (seal)  
(Contractor)

Attest \_\_\_\_\_

by \_\_\_\_\_ (seal)  
(Title)

Witness \_\_\_\_\_

\_\_\_\_\_ (seal)  
(Surety)

Attest \_\_\_\_\_

by \_\_\_\_\_ (seal)  
(Title)



# GENERAL CONDITIONS

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## ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement or in other Contract Documents, whether in the singular or in the plural, the following terms shall have the following meanings:

Addenda - Any changes, revisions or clarifications of the Contract Documents which have been duly issued by AUGUSTA to prospective Bidders prior to the time of opening of Bids.

Agreement - The written agreement between AUGUSTA and PLUMBER covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Agreement Execution - means the date on which PLUMBER executes and enters into an Agreement with AUGUSTA to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the PLUMBER under this Agreement.

Application for Payment - The form accepted by PROJECT MANAGER which is to be used by PLUMBER in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

AUGUSTA - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security furnished by PLUMBER and its Surety in accordance with the Contract Documents.

Change Order - A document recommended by PROJECT MANAGER, which is signed by PLUMBER and AUGUSTA, and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Documents - All documents which define the scope of the project, including but not limited to, this Agreement, task orders, specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

Contract Price - The moneys payable by AUGUSTA to PLUMBER under the Contract Documents as stated in the Agreement and/or Task Orders



Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Day - Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

Defective - An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER's recommendation of final payment, unless responsibility for the protection thereof has been assumed by AUGUSTA at Substantial Completion.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by PROJECT MANAGER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the Mayor of Augusta, Georgia.

Field Order - A written order issued by PROJECT MANAGER that modifies Drawings and Specifications, but which does not involve a change in the Contract Price or the Contract Time.

Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by AUGUSTA to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, AUGUSTA will sign and deliver the Agreement.

Notice to Proceed - A written notice given by PROJECT MANAGER to PLUMBER fixing the date on which the Contract Time will commence to run and on which PLUMBER shall start to perform PLUMBER'S obligations under the Contract Documents and/or the Task Orders.

PLUMBER - means the party or parties contracting directly with AUGUSTA to perform Work pursuant to this Agreement.

PROJECT MANAGER - The professional in charge serving Augusta with architectural or engineering services, their successor, or any other person or persons, employed by Augusta, for the purpose of directing or having in charge the work embraced in this Contract.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with PLUMBER or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.



Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROJECT MANAGER as evidenced by PROJECT MANAGER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - means a written order to PLUMBER signed by AUGUSTA and accepted by PLUMBER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by PLUMBER. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents all as required by the Contract Documents. Work includes services as may be more specifically defined in the Sewer Connection Task Order, assigned to or undertaken by PLUMBER under this Agreement.

Work Change Directive - A written directive to PLUMBER, issued on or after the Effective Date of the Agreement and signed by AUGUSTA and recommended by PROJECT MANAGER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in within this Agreement.

Written Amendment - A written amendment of the Contract Documents, signed by AUGUSTA and PLUMBER on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.



## **ARTICLE 2 – PRELIMINARY MATTERS**

PLUMBER, as a licensed plumber, has entered in this Agreement with AUGUSTA to provide services, consisting of the abandonment of existing septic tanks, installing sewer plumbing from subject properties, providing clean-out tap at subject property line, including all appurtenances related to provide a complete operational sanitary sewer service, and restoring necessary concrete and/or asphalt, and services as may be more specifically defined in the Sewer Connection Task Order, for the Sanitary Sewer Connection Program Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

### ***Delivery of Bonds:***

2.1. When PLUMBER delivers the executed Agreements to AUGUSTA, PLUMBER shall also deliver to AUGUSTA such Bonds as PLUMBER may be required to furnish in accordance with these Contract Documents.

### ***Copies of Documents:***

2.2. After the award of the Contract, AUGUSTA shall furnish PLUMBER, at no cost, one (1) complete set of the Contract Documents for execution of the work. Additional sets of the project manual and drawings and/or individual pages or sheets of the project manual or drawings will be furnished by AUGUSTA upon PLUMBER's request and at PLUMBER's expense, which will be AUGUSTA's standard charges for printing and reproduction.

### ***Commencement of Contract Time, Notice to Proceed:***

2.3. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Contract.

### ***Starting the Project:***

2.4. PLUMBER shall begin the Work on the date the Contract Time commences, as designated per the PROJECT TASK ORDERS. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by PLUMBER prior to date on which Contract Time commences shall be at the sole risk of PLUMBER.

### ***Before Starting Construction:***

2.5. Before undertaking each part of the Work, PLUMBER shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. PLUMBER shall promptly report in writing to PROJECT MANAGER any conflict, error, ambiguity, or discrepancy which PLUMBER may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby. PLUMBER shall be liable to AUGUSTA for failure to report any conflict, error,



ambiguity or discrepancy in the Contract Documents, if PLUMBER knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), PLUMBER shall submit to PROJECT MANAGER and AUGUSTA for review:

2.6.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

2.6.2. A preliminary schedule of Shop Drawing and Sample submissions, and

2.6.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by PLUMBER at the time of submission.

2.7. Before any Work at the site is started, PLUMBER shall deliver to AUGUSTA, with copies to each additional insured identified in the Supplementary Conditions, an original policy or certified copies of each insurance policy (and other evidence of insurance which AUGUSTA may reasonably request) which PLUMBER is required to purchase and maintain in accordance with terms as provided within this Agreement.

***Pre-construction Conference:***

2.8. Before any Work at the site is started, a conference attended by PLUMBER, AUGUSTA, PROJECT MANAGER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 2.6 as well as procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

***Finalizing Schedules:***

2.9. At least ten days before submission of the first Application for Payment, a conference attended by PLUMBER, PROJECT MANAGER and AUGUSTA and others as appropriate will be held to finalize the schedules submitted in accordance with terms as provided for within this Agreement. PLUMBER shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to PLUMBER until the schedules are submitted and acceptable to AUGUSTA and PROJECT MANAGER as provided below. The finalized progress schedule will be acceptable to AUGUSTA and PROJECT MANAGER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on PROJECT MANAGER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve PLUMBER from full responsibility thereof. The finalized schedule of Shop Drawing submissions and Sample submissions will be acceptable to PROJECT MANAGER as



providing a workable arrangement for reviewing and processing the submissions. PLUMBER's schedule of values shall be approved by PROJECT MANAGER as to form and substance.

PLUMBER, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating schedule. Schedule updates shall include progression of work as compared to scheduled progress on work. Schedule updates shall accompany each pay request.



## **ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE**

### **3.1 List of Documents**

The Agreement, the Attachments, the General Conditions, the Special Conditions, the Procurement RFQ/Bid package documents, any Supplemental Written Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

#### **Conflict and Precedence**

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders
4. Procurement RFQ/Bid package documents

### **3.2 Intent:**

1. The Contract Documents comprise the entire agreement between AUGUSTA and PLUMBER concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Georgia.

2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 3.6 or 3.7, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). Clarifications and interpretations of the Contract Documents shall be issued by PROJECT MANAGER as provided for within this Agreement.



4. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

5. If, during the performance of the Work, PLUMBER discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to within this Agreement, PLUMBER shall so report to PROJECT MANAGER in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from PROJECT MANAGER; however, PLUMBER shall not be liable to AUGUSTA or PROJECT MANAGER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents unless PLUMBER had actual knowledge thereof or should reasonably have known thereof.

### **3.3 Amending and Supplementing Contract Documents:**

1.) The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a formal Written Amendment,
2. a Change Order, or
3. a Work Change Directive.

2.) As indicated within this Agreement, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.) In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

1. a Field Order.
2. PROJECT MANAGER's approval of a Shop Drawing or sample, or
3. PROJECT MANAGER's written interpretation or clarification.

### **3.4 Reuse of documents:**

1.) Neither PLUMBER nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with AUGUSTA shall



have or acquire any title to or Ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of PROJECT MANAGER or PROJECT MANAGER's consultant; and they shall not reuse such Drawings, Specifications or other documents (or copies of any thereof) on extensions of the Project or any other project without written consent of AUGUSTA and PROJECT MANAGER and specific written verification or adaptation by PROJECT MANAGER.

### **3.5 BINDINGS**

It is further agreed that AUGUSTA and PLUMBER each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither AUGUSTA nor the PLUMBER shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.



## **ARTICLE 4 – PROPERTY INFORMATION AND PHYSICAL CONDITIONS**

### **4.1     *Physical Conditions:***

4.1.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.

4.1.2. PLUMBER may rely upon the general accuracy of the "technical data" contained in such reports and drawings. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," PLUMBER may not rely upon or make any claim against AUGUSTA, PROJECT MANAGER, or any of PROJECT MANAGER's Consultants with respect to:

4.1.2.1. the completeness of such reports and drawings for PLUMBER's purposes, including but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by PLUMBER and safety precautions and programs incident thereto, or

4.1.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.1.2.3. any PLUMBER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.1.3. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then PLUMBER shall give AUGUSTA notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

4.1.4. The AUGUSTA and PROJECT MANAGER shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in PLUMBER's cost of, or time required for, performance of any part of the Work, the AUGUSTA and PROJECT MANAGER shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the AUGUSTA and PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the PROJECT MANAGER shall notify PLUMBER of the determination in writing. The Work shall be performed after direction is provided by the PROJECT MANAGER.



#### **4.2     *Documentation evidencing Property Condition before and after work:***

4.2.1. *Requirements for Pictures and/or other documentation regarding the pre-work and post-work condition of property:* Proper documentation, including date video and/or photographs, shall be maintained by the PLUMBER properly showing the preconstruction and post-construction condition of property in accordance with generally accepted industry standards. PLUMBER should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.

#### **4.3     *Specifications:***

4.3.1. *Specifications for Grassing and Mulching:* Proper documentation, including date video and/or photographs, shall be maintained by the PLUMBER properly showing condition of property in accordance with the Grassing and Mulching Specifications as provided for in Attachment D, as applicable. PLUMBER should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.



## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.1 Performance and Other Bonds:**

5.1.1 PLUMBER shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as Security for the faithful performance and payment of all PLUMBER's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. PLUMBER shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

### **5.2 Licensed Sureties and Insurers; Certificates of Insurance**

5.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by PLUMBER shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Georgia to issue bonds or insurance policies for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.2.2. PLUMBER shall deliver to AUGUSTA, with copies to each additional insured identified in 5.3, an original or a certified copy of the complete insurance policy for each policy required, certificates of insurance (and other evidence of insurance requested by AUGUSTA or any other additional insured) which PLUMBER is required to purchase and maintain in accordance with 5.3.

5.2.3. If the surety on any Bond furnished by PLUMBER is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of as provided for within this Agreement, PLUMBER shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to AUGUSTA.

### **5.3 PLUMBER's Liability Insurance:**

5.3.1 PLUMBER shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from PLUMBER's performance and furnishing of the Work and PLUMBER's other obligations under the Contract Documents, whether it is to be performed or furnished by PLUMBER, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:



5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of PLUMBER's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than PLUMBER's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by PLUMBER, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERSHIP, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to AUGUSTA, and PROJECT MANAGER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when PLUMBER may be correcting, removing or replacing defective Work. In addition, PLUMBER shall maintain such completed operations insurance for at least two years after final payment and furnish AUGUSTA with evidence of continuation of such insurance at final payment and one year thereafter.

#### **5.4 Contractual Liability Insurance:**

5.4.1 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to PLUMBER's obligations.

#### **5.5 Indemnification**

5.5.1. PLUMBER shall indemnify and hold harmless AUGUSTA, PROJECT MANAGER, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or expense (a) is



attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by an act or omission of PLUMBER, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

5.5.2. In any and all claims against AUGUSTA or any of its agents or employees by any employee of PLUMBER, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for PLUMBER or any SUBPLUMBER under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.5.3. PLUMBER shall indemnify and hold harmless AUGUSTA and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorneys' fees) arising out of any infringement on patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

#### **5.6 CONTRACTOR'S LIABILITY INSURANCE:**

Insurance shall be written with limits of liability shown below or as required by law, whichever is greater:

Commercial General Liability (per occurrence) Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products	\$ 2,000,000
Personal & Adv Injury	\$ 1,000,000
Fire Damage	\$ 500,000
Automobile Liability (any auto) Combined Single Limit	\$ 1,000,000
Excess Liability (any auto) Each Occurrence	\$ 5,000,000
Workers Compensation	Statutory Limits
Employer Liability	\$1,000,000



## **ARTICLE 6 – PLUMBER’S RESPONSIBILITIES**

6.1. PLUMBER shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. PLUMBER shall be solely responsible for the means, methods, techniques, sequences and procedures of Work. PLUMBER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **1. PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by PLUMBER under this Agreement will be the level of care and that is ordinarily used by members of PLUMBER'S profession practicing under similar conditions, and in accordance with the latest version of the Plumbing Code 20-12 and/or any additional generally accepted industry standards.

6.2. PLUMBER shall keep on the Work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to AUGUSTA and PROJECT MANAGER except under extraordinary circumstances. The superintendent will be PLUMBER's representative at the site and shall have authority to act on behalf of PLUMBER. All communications to the superintendent shall be as binding as if given to PLUMBER.

### ***Labor, Materials and Equipment:***

6.3. PLUMBER shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and PLUMBER will not permit evening work or the performance of Work on Saturday, Sunday or any legal holiday without Property owner's written consent given after prior written notice to PROJECT MANAGER, except as may otherwise be provided in Project Task Order as approved by the PROJECT MANAGER.

6.4. Unless otherwise specified in the General Requirements, PLUMBER shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by PROJECT MANAGER, PLUMBER shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to PROJECT MANAGER, or any of PROJECT MANAGER's consultants, agents



or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions as provided for within this Agreement.

***Adjusting Progress Schedule:***

6.6 PLUMBER shall submit to PROJECT MANAGER for acceptance to the extent indicated in this Agreement adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

***Substitutes or "Or-Equal" Items:***

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by PROJECT MANAGER if sufficient information is submitted by PLUMBER to allow PROJECT MANAGER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by PROJECT MANAGER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by PROJECT MANAGER from anyone other than PLUMBER. If PLUMBER wishes to furnish or use a substitute item of material or equipment, PLUMBER shall make written application to PROJECT MANAGER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice PLUMBER's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with AUGUSTA for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other PLUMBERS affected by the resulting change, all of which shall be considered by PROJECT MANAGER. In evaluating the proposed substitute, PROJECT MANAGER may require PLUMBER to furnish, at PLUMBER's expense, additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, PLUMBER may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to PROJECT MANAGER, if PLUMBER submits sufficient information to allow PROJECT MANAGER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by PROJECT MANAGER will be similar to that provided in this Agreement as applied by PROJECT MANAGER and as may be supplemented in the General Requirements.



6.7.3. PROJECT MANAGER will be allowed a reasonable time within which to evaluate each proposed substitute. PROJECT MANAGER will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without PROJECT MANAGER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. AUGUSTA may require PLUMBER to furnish, at PLUMBER's expense, a special performance guarantee or other surety with respect to any substitute. PROJECT MANAGER will record time required by PROJECT MANAGER and PROJECT MANAGER's consultants in evaluating substitutions proposed by PLUMBER and in making changes in the Contract Documents occasioned thereby. Whether or not PROJECT MANAGER accepts a proposed substitute, PLUMBER shall reimburse AUGUSTA for the charges of PROJECT MANAGER and PROJECT MANAGER's consultants for evaluating each proposed substitute.

*Concerning Subcontractors, Suppliers and Others:*

6.8.1. PLUMBER shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to AUGUSTA and PROJECT MANAGER as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom AUGUSTA or PROJECT MANAGER may have reasonable objection. PLUMBER shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom PLUMBER has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to AUGUSTA prior to the Effective Date of the Agreement for acceptance by AUGUSTA and PROJECT MANAGER and if PLUMBER has submitted a list thereof in accordance with the Supplementary Conditions, AUGUSTA's or PROJECT MANAGER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case PLUMBER shall submit an acceptable substitute, the Contract Price will be increased by the difference, and the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by AUGUSTA or PROJECT MANAGER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of AUGUSTA or PROJECT MANAGER to reject defective Work.

6.9. PLUMBER shall be fully responsible to AUGUSTA and PROJECT MANAGER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with PLUMBER just as PLUMBER is responsible for PLUMBER's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between AUGUSTA or PROJECT MANAGER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of AUGUSTA or PROJECT MANAGER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.



6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control PLUMBER in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for PLUMBER by a Subcontractor will be pursuant to an appropriate agreement between PLUMBER and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of AUGUSTA and PROJECT MANAGER and contains waiver provisions as required as within this Agreement. PLUMBER shall pay each Subcontractor a just share of any insurance moneys received by PLUMBER on account of losses under policies issued as provided for within this Agreement.

***Patent Fees and Royalties:***

6.12. PLUMBER shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. PLUMBER shall indemnify and hold harmless AUGUSTA and PROJECT MANAGER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorneys' fees and court and arbitration costs arising out of any infringement on patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

***Permits:***

6.13. PLUMBER shall obtain and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any, that are provided and paid for by AUGUSTA are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

***Laws and Regulations:***

6.14.1. PLUMBER shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither AUGUSTA nor PROJECT MANAGER shall be responsible for monitoring PLUMBER's compliance with any Laws or Regulations.

6.14.2. If PLUMBER observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If PLUMBER performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

***Taxes:***



6.15. PLUMBER shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

***Use of Premises:***

6.16. PLUMBER shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. PLUMBER shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to PLUMBER's or any Subcontractor's equipment is solely at the risk of PLUMBER. PLUMBER shall assume full responsibility for any damage to any such land or area, or to the AUGUSTA or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against AUGUSTA or PROJECT MANAGER by any such AUGUSTA or occupant because of the performance of the Work, PLUMBER shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. PLUMBER shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold AUGUSTA harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against AUGUSTA to the extent based on a claim arising out of PLUMBER's performance of the Work.

6.17. During the progress of the Work, PLUMBER shall keep the premises free from accumulations of waste materials, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, PLUMBER shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by AUGUSTA. PLUMBER shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. PLUMBER shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall PLUMBER subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

***Record Documents:***

6.19. PLUMBER shall keep at the site and in good order one record copy of the Contract Documents and all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to PROJECT MANAGER and the Project Manager and shall be submitted with the Application for Final Payment.



***Safety and Protection:***

6.20. PLUMBER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. PLUMBER shall assume all risk of loss for stored equipment or materials, irrespective of whether PLUMBER has transferred the title of the stored equipment or materials to AUGUSTA. PLUMBER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

PLUMBER shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. PLUMBER shall notify Property owners of adjacent property and of Underground Facilities and utility property owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by PLUMBER, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by PLUMBER (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of AUGUSTA or PROJECT MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of PLUMBER). PLUMBER's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and PROJECT MANAGER has issued a notice to AUGUSTA and PLUMBER (except as otherwise expressly provided in connection with Substantial Completion).

6.21. PLUMBER shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the site. This person shall be PLUMBER's superintendent unless otherwise designated in writing by PLUMBER to the Project Manager.

***Emergencies:***

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, PLUMBER, without special instruction or authorization from PROJECT MANAGER or AUGUSTA, is obligated to act to prevent threatened damage, injury or loss. PLUMBER shall give PROJECT MANAGER prompt written notice if PLUMBER believes that any significant changes in the Work or variations from the Contract Documents have been caused



thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order be issued to document the consequences of the changes or variations.

6.22.1. PLUMBER shall immediately notify PROJECT MANAGER of all events involving injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

6.22.2. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken by PLUMBER in response to such an emergency, a Change Order will be issued to document the consequences of such action.

***Continuing the Work:***

6.30. PLUMBER shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with AUGUSTA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted within this Agreement or as PLUMBER and AUGUSTA may otherwise agree in writing.

***Cleaning Up:***

6.31. PLUMBER shall maintain the site free from accumulations of waste materials, rubbish, and other debris or contaminants resulting from the work on a daily basis or as required. At the completion of the work, PLUMBER shall remove all waste materials, rubbish, and debris from the site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by AUGUSTA. All disposal shall be in accordance with applicable Laws and Regulations. In addition to any other rights available to AUGUSTA under the Contract Documents, PLUMBER's failure to maintain the site may result in withholding of any amounts due PLUMBER. PLUMBER will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

***Indemnification:***

6.32. To the fullest extent permitted by Laws and Regulations, PLUMBER shall indemnify and hold harmless AUGUSTA, PROGRAM MANAGER and PROJECT MANAGER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of PLUMBER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.



6.33. In any and all claims against AUGUSTA, PROGRAM MANAGER or PROJECT MANAGER or any of their consultants, agents or employees by any employee of PLUMBER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PLUMBER or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.34. The obligations of PLUMBER under paragraph 6.32 shall not extend to the liability of PROJECT MANAGER, PROJECT MANAGER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

PLUMBER , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. PLUMBER shall review its understanding of the Project requirements with AUGUSTA and shall advise AUGUSTA of additional data or services which are not a part of PLUMBER's services, if any, necessary for design to begin.



## **ARTICLE 7 – AUGUSTA'S RESPONSIBILITIES**

7.1. Except as otherwise provided in this Agreement, AUGUSTA shall issue all communications to PLUMBER through the PROJECT MANAGER.

7.2. AUGUSTA shall furnish the data required of AUGUSTA under the Contract Documents promptly.

7.3. AUGUSTA shall make payments as provided for under the Contract Documents and the Task Orders.



## **ARTICLE 8 – PROJECT MANAGER’S STATUS DURING WORK**

### **8.1 Visits to Site:**

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of project to observe the premises and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. PROJECT MANAGER's efforts will be directed toward providing for AUGUSTA a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design PROJECT MANAGER, PROJECT MANAGER will keep AUGUSTA informed of the progress of the Work and will endeavor to guard AUGUSTA against defects and deficiencies in the Work.

### **8.2 Clarifications and Interpretations:**

PROJECT MANAGER shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by PLUMBER, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If PLUMBER believes that a written clarification and interpretation entitles it to an increase in the Contract Price and/or Contract Time, PLUMBER may make a claim as provided for within this Agreement

### **8.3 Authorized Variations in Work:**

PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on AUGUSTA and also on PLUMBER who shall perform the Work involved promptly. If PLUMBER believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, PLUMBER may make a claim therefore as provided for within this Agreement.

### **8.4 Rejecting Defective Work:**

PROJECT MANAGER will have authority to disapprove or reject Work which PROJECT MANAGER believes to be defective and will also have authority to require special inspection or testing of the Work as provided for within this Agreement whether or not the Work is fabricated, installed or completed.

### **8.5 Decisions on Disputes:**



8.5.1 PROJECT MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims as provided for within this Agreement in respect of changes to the Contract Price or Contract Time will be referred initially to PROJECT MANAGER in writing with a request for a formal decision in accordance with this paragraph, which PROJECT MANAGER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to PROJECT MANAGER and the other party to the Agreement promptly (but in no event later than thirty days after the occurrence of the event giving rise thereto) and written supporting data will be submitted to PROJECT MANAGER and the other party within sixty days after such occurrence unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim.

8.5.2 When functioning as interpreter and judge as provided for within this Agreement, PROJECT MANAGER will not show partiality to AUGUSTA or PLUMBER and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by PROJECT MANAGER as provided for within this Agreement with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided for within this Agreement) will be a condition precedent to any exercise by AUGUSTA or PLUMBER of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **8.6 Limitations on PROJECT MANAGER's Responsibilities:**

8.6.1 Neither PROJECT MANAGER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of PROJECT MANAGER to PLUMBER, any Subcontractor, any of their agents or employees.

8.6.2 PROJECT MANAGER shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. PROJECT MANAGER shall not be responsible for PLUMBER's failure to perform the Work in accordance with the Contract Documents.

8.6.3 PROJECT MANAGER shall not be responsible for the acts or omissions of PLUMBER, any Subcontractors, any agents or employees, or any other persons performing any of the Work.



## **ARTICLE 9 – CHANGES IN THE WORK**

1. Without invalidating the Contract, AUGUSTA may at any time or from time to time order additions, deletions, or revisions in the Work. The AUGUSTA shall provide PLUMBER with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt, PLUMBER shall promptly submit a written proposal for the changed work prepared in accordance within this Agreement. If the proposal request calls only for the deletion of Work, the AUGUSTA may order the partial suspension of any Work related to the proposed deletion, in which case PLUMBER must cease performance as directed; PLUMBER shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

2. Additional Work performed by PLUMBER without authorization of a Change Order will not entitle PLUMBER to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided as provided for within this Agreement. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

3. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided for within this Agreement, and any other claim of PLUMBER for a change in the Contract Time or the Contract Price, PROJECT MANAGER will prepare a written Change Order to be signed by PROJECT MANAGER and PLUMBER and submitted to AUGUSTA for approval.

4. In the absence of an agreement as provided for within this Agreement, AUGUSTA may, at its sole discretion, issue a Work Change Directive to PLUMBER. Pricing of the Work Change Directive will be in accordance within the terms of this Agreement. The Work Change Directive will specify a price, and if applicable a time extension, determined to be reasonable by AUGUSTA. If PLUMBER fails to sign such Work Change Directive, PLUMBER may submit a claim in accordance within the terms of this Agreement, but PLUMBER shall nevertheless be obligated to fully perform the work as directed by the Work Change Directive.

5. PLUMBER shall proceed diligently with performance of the Work as directed by AUGUSTA, regardless of pending claim actions, unless otherwise agreed to in writing.

6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be PLUMBER's responsibility, and the amount of each applicable Bond will be adjusted accordingly.



## **ARTICLE 10 – CHANGES IN THE CONTRACT PRICE**

1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to PLUMBER for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by PLUMBER shall be at PLUMBER's expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROJECT MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROJECT MANAGER



## **ARTICLE 11 – CHANGE OF CONTRACT TIME**

1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to PROJECT MANAGER and AUGUSTA within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to PROJECT MANAGER and AUGUSTA within fifteen (15) calendar days after such occurrence unless the AUGUSTA allows additional time. All claims submitted by PLUMBER for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond PLUMBER's control or fault.

2. If PLUMBER is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of AUGUSTA or PROJECT MANAGER, or by an employee of either, or by any separate PLUMBER employed by AUGUSTA, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by PLUMBER using reasonable diligence, or any causes beyond PLUMBER's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as AUGUSTA may determine. PLUMBER shall be entitled to an extension of time for such causes only for the number of days of delay which AUGUSTA may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if PLUMBER shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which AUGUSTA or PROJECT MANAGER may be responsible in whole or in part, shall relieve PLUMBER of its duty to perform or give rise to any right to damages or additional compensation from AUGUSTA. PLUMBER's sole and exclusive remedy against AUGUSTA for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein.



## **ARTICLE 12 – WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **12.1 Warranty and Guarantee:**

1. PLUMBER warrants and guarantees to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to PLUMBER by PROJECT MANAGER. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

2. PLUMBER shall warrant and guarantee to each individual property owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective.

3. PLUMBER shall warrant and guarantee to each individual property owner that all Work will be covered by a Warranty for a period of One (1) Calendar year. Said Warranty runs directly from the PLUMBER to each individual property owner.

### **12.2 Access to Work:**

1. For the duration of the Work, PROJECT MANAGER and its representatives, other designated representatives of AUGUSTA, and authorized representatives of any regulatory agency shall at all times be given access to the Work. PLUMBER shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

### **12.3 Uncovering Work:**

1. If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of PROJECT MANAGER, or if any Work is covered contrary to the request of PROJECT MANAGER, the Work shall, if requested by PROJECT MANAGER, be uncovered for observation, inspection, testing or approval and replaced at PLUMBER's expense.

2. If PROJECT MANAGER considers it necessary or advisable that covered Work be observed by PROJECT MANAGER or inspected or tested by others, PLUMBER, at PROJECT MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROJECT MANAGER may require, that portion of the Work in question,



furnishing all necessary labor, material and equipment. If it is found that such Work is defective, PLUMBER shall bear all direct and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS), and AUGUSTA shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, AUGUSTA may make a claim therefor as provided for within this Agreement. If, however, such Work is not found to be defective, PLUMBER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, PLUMBER may make a claim therefore as provided for within this Agreement

#### **12.4 AUGUSTA May Stop the Work:**

1. When Work is defective or when PLUMBER fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if PLUMBER violates any provisions of these Contract Documents, AUGUSTA may order PLUMBER to stop the Work until the cause for such order has been eliminated. However, this right of AUGUSTA to stop the Work shall not give rise to any duty on the part of AUGUSTA to exercise this right for the benefit of PLUMBER or any other party. PLUMBER shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

#### **12.5 Correction or Removal of Defective Work:**

1. When directed by PROJECT MANAGER, PLUMBER shall promptly, without cost to AUGUSTA and as specified by PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If PLUMBER does not correct such defective Work or remove and replace such defective Work within a reasonable time, as specified in a written notice from PROJECT MANAGER, AUGUSTA may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by PLUMBER or deducted from payment to PLUMBER. PLUMBER will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

#### **12.6 One Year Correction Period:**

1. If, after approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, PLUMBER shall promptly, without cost to AUGUSTA and in accordance with AUGUSTA's written instructions, either correct such defective Work or if it has been rejected by AUGUSTA, remove it from the Site and replace it with non-defective Work. If PLUMBER does not promptly comply with the terms of such instructions, AUGUSTA may have the defective Work corrected, removed, or replaced. All direct, indirect and consequential costs of such removal and replacement (including



but not limited to fees and charges of engineers, architects, attorneys and other PROJECT MANAGERS) will be paid by PLUMBER.

**12.7 Neglected Work by PLUMBER**

1. If PLUMBER neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROJECT MANAGER may direct PLUMBER to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to AUGUSTA in order to put the Work back on schedule. If PLUMBER fails to correct the deficiency or take appropriate corrective action, AUGUSTA may terminate the contract or PLUMBER's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against PLUMBER. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due PLUMBER are not sufficient to cover such amount, PLUMBER shall pay the difference to AUGUSTA.

2. Should PLUMBER work overtime, weekends or holidays to regain the schedule, all costs to AUGUSTA of associated inspection, construction management and resident engineers shall be identified to PLUMBER and the Contract Price reduced by a like amount via Change Order.



## **ARTICLE 13 – SUSPENSION OF WORK AND TERMINATION**

### **13.1 AUGUSTA May Suspend Work:**

1. AUGUSTA may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to PLUMBER and PROJECT MANAGER which will fix the date on which Work will be resumed. PLUMBER shall resume the Work on the date so fixed. PLUMBER shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if PLUMBER makes an approved claim therefore as provided for within this Agreement.

### **13.2 Termination For Cause:**

1. Upon the occurrence of any one or more of the following events:

1.1. if PLUMBER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if PLUMBER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

1.2. if a petition is filed against PLUMBER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against PLUMBER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

1.3. if PLUMBER makes a general assignment for the benefit of creditors;

1.4. if a trustee, receiver, custodian or agent of PLUMBER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of PLUMBER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of PLUMBER's creditors;

1.5. if PLUMBER admits in writing an inability to pay its debts generally, as they become due;

1.6. if PLUMBER fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established within this Agreement as revised from time to time);

1.7. if PLUMBER disregards Laws or Regulations of any public body having jurisdiction;

1.8. if PLUMBER disregards the authority of PROJECT MANAGER; or



1.9. if PLUMBER otherwise violates in any substantial way any provisions of the Contract Documents,

AUGUSTA may, after giving PLUMBER (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of PLUMBER, exclude PLUMBER from the site and take possession of the Work and of all PLUMBER's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by PLUMBER (without liability to PLUMBER for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which AUGUSTA has paid PLUMBER but which are stored elsewhere, and finish the Work as AUGUSTA may deem expedient. In such case PLUMBER shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) such excess will be paid to PLUMBER. If such costs exceed such unpaid balance, PLUMBER shall pay the difference to AUGUSTA. Such costs incurred by AUGUSTA will be approved as to reasonableness by PROJECT MANAGER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, AUGUSTA shall not be required to obtain the lowest price for the Work performed.

2. In the event AUGUSTA terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

### **13.3 Termination for Convenience**

Upon seven working days' written notice to PLUMBER and PROJECT MANAGER, AUGUSTA may, without cause and without prejudice to any other right or remedy of AUGUSTA, elect to terminate the Contract. In such case, PLUMBER shall be paid (without duplication of any items):

1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
4. For reasonable expenses directly attributable to termination.
5. PLUMBER shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.



6. Where PLUMBER's services have been so terminated by AUGUSTA, the termination will not affect any rights or remedies of AUGUSTA against PLUMBER then existing or which may thereafter accrue. Any retention or payment of moneys due PLUMBER by AUGUSTA will not release PLUMBER from liability.

#### **13.4 PLUMBER May Stop Work or Terminate:**

If through no act or fault of PLUMBER, the Work is suspended for a period of more than ninety calendar days by AUGUSTA or under an order of court or other public authority, or PROJECT MANAGER fails to act on any Application for Payment within thirty days after it is submitted or AUGUSTA fails for thirty-one days to pay PLUMBER any sum finally determined to be due, then PLUMBER may upon seven working days' written notice to AUGUSTA and PROJECT MANAGER and provided AUGUSTA or PROJECT MANAGER did not remedy such suspension or failure within that time, terminate the Agreement and recover from AUGUSTA payment on the same terms as provided for within this Agreement. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if PROJECT MANAGER has failed to act on an Application for Payment within thirty days after it is submitted or AUGUSTA has failed for thirty-one calendar days after it is submitted to pay PLUMBER any sum finally determined to be due, PLUMBER may upon seven days' written notice to AUGUSTA and PROJECT MANAGER stop the Work until receipt of payment of all such amounts due PLUMBER, including interest thereon. The provisions of this paragraph are not intended to preclude PLUMBER from making claim as provided for within this Agreement for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to PLUMBER's stopping Work as permitted by this paragraph. The provisions of this paragraph shall not relieve PLUMBER of the obligations as provided for within this Agreement to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with AUGUSTA.

#### **13.5 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE**

PLUMBER is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.



## **ARTICLE 14 – PAYMENTS TO PLUMBER AND COMPLETION**

-PAYMENTS SHALL BE MADE IN ACCORDANCE WITH TASK ORDERS

**PLUMBER shall provide pricing and details of said work will be done in accordance with a corresponding Task Order.**

AUGUSTA shall compensate the PLUMBER for services, which have been authorized by AUGUSTA under the terms of this Agreement.

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

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

When AUGUSTA authorizes the PLUMBER to proceed with the work authorized in a Task Order, it agrees to pay the PLUMBER for work completed, on the basis of Task Order Bid Schedule.

### **GEORGIA PROMPT PAY ACT:**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

### **Defective pricing**

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

### **Interest**

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due PLUMBER on any sum held as retainage pursuant to the Contract Documents and PLUMBER specifically waives any claim to same.



## **ARTICLE 15 – DISPUTE RESOLUTION**

1. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) working days of the commencement of the dispute be presented by PLUMBER to AUGUSTA for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, PLUMBER shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by AUGUSTA of notice thereof. Each decision by AUGUSTA will be in writing and will be mailed to PLUMBER by registered or certified mail, return receipt requested, directed to his last known address.

2. All claims, disputes and other matters in question between AUGUSTA and PLUMBER arising out of, or relating to, the Contract Documents or the breach thereof shall be decided under Georgia Law in the Superior Court of Richmond County, Georgia. PLUMBER by execution of the Contract consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia, and waives any right to contest same.

### **3. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The PLUMBER shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the PLUMBER, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.



## **ARTICLE 16 – MISCELLANEOUS**

### **16.1. Giving Notice:**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

#### **AUGUSTA:**

ADMINISTRATOR  
AUGUSTA, GEORGIA  
535 Telfair Street  
Suite 910  
Augusta, GA 30901

#### **PLUMBER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Copy to:**

DIRECTOR  
AUGUSTA UTILITIES DEPARTMENT  
452 Walker St, Suite 200  
Augusta, GA 30901

### **16.2 Computation of Time:**

1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

### **16.3 PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by PLUMBER under this Agreement will be the level of care and that is ordinarily used by members of PLUMBER'S profession practicing under similar conditions.



#### **16.4 PERSONNEL**

The PLUMBER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, AUGUSTA. All of the services required hereunder will be performed by the PLUMBER under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the PLUMBER under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the PLUMBER's Key Personnel without the prior written approval of AUGUSTA or his designee.

#### **16.5 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

1. The PLUMBER shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the PLUMBER, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

2. Should AUGUSTA or PLUMBER suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions as provided for within this Agreement shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

#### **16.6. INDEPENDENT CONTRACTOR**

The PLUMBER shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the PLUMBER or any of its agents or employees to be the agent, employee, or representative of AUGUSTA.

#### **16.7 OPEN RECORDS**

PLUMBER acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). PLUMBER shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

#### **16.8 RECORDS RETENTION**



PLUMBER shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by PLUMBER for a minimum of five (5) years from the date of final completion or termination of this Contract. AUGUSTA shall have the right to audit, inspect, and copy all such records and documentation as often as AUGUSTA deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. AUGUSTA, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of PLUMBER as concerns the aforesaid records and supporting documentation.

#### **16.9 SANITARY SEWER OVERFLOW PREVENTION:**

##### **Procedures to Prevent Overflows During Sanitary Sewer Construction:**

16.9.1 The PLUMBER is hereby notified that the discharge of any untreated wastewater to waters of the State is a violation of Georgia Water Quality Regulations and is prohibited.

16.9.2 The PLUMBER will submit an Emergency Response Plan prior to beginning work. This plan will include a list of key personnel with 24-hour contact information who will respond during an emergency situation. The ERP will include estimates of mobilization time for a response crew to arrive onsite. Any changes to the Emergency Response Plan will be submitted to the RESIDENT PROJECT REPRESENTATIVE prior to implementation.

16.9.3 In the event bypass pumping is required to facilitate new sewer construction, bypassing plans and supporting calculations must be submitted to the Augusta Utilities Department for review prior to establishment of the bypass. All bypass systems will include complete redundancy in pumping systems, if failure of the primary pumping system could result in a discharge of untreated wastewater to waters of the State.

16.9.4 Bypass pumping will be monitored continuously by a person knowledgeable in pump operation and maintenance if the failure of the bypass pump could result in the discharge of untreated wastewater to waters of the State.

16.9.5 In the event of a discharge of untreated wastewater, the PLUMBER will take the following actions:

1. Take immediate steps to eliminate or minimize the discharge of untreated wastewater.
2. Immediately notify the Utilities Department dispatcher (706.796.5000) and the RESIDENT PROJECT REPRESENTATIVE (contact information will be provided at the preconstruction conference).
3. Maintain a chronicle of relevant information regarding the incident including specific actions taken by the PLUMBER and estimates of the discharge volume.

16.9.6 The RESIDENT PROJECT REPRESENTATIVE will coordinate notification of the Georgia Environmental Protection Division (800.241.4113) and the Augusta Emergency Management Agency if appropriate.



16.9.7 If, in the opinion of the RESIDENT PROJECT REPRESENTATIVE and the AUGUSTA, the PLUMBER is not responding to an emergency situation in an appropriate manner, the Utilities Department will undertake necessary actions to abate an overflow situation. The cost of these actions will be the responsibility of the PLUMBER.

16.9.8 Following a discharge of untreated wastewater, a downstream inspection will be conducted by the Utilities Department to assess potential mitigation measures that may be required of the PLUMBER.

#### **16.10 COVENANT AGAINST CONTINGENT FEES**

The PLUMBER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by PLUMBER for the purpose of securing business and that the PLUMBER has not received any non- AUGUSTA fee related to this Agreement without the prior written consent of AUGUSTA. For breach or violation of this warranty, AUGUSTA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### **16.11 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the PLUMBER agrees as follows: (1) the PLUMBER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the PLUMBER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the PLUMBER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

#### **16.12 DRUG FREE WORK PLACE**

PLUMBER shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as AUGUSTA owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

PLUMBER shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

PLUMBER may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.



### **16.13 ANTI-KICKBACK CLAUSE**

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The PLUMBER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

### **16.14 AUDITS AND INSPECTORS**

At any time during normal business hours and as often as AUGUSTA may deem necessary, the PLUMBER shall make available to AUGUSTA and/or audit representatives of AUGUSTA for examination all of its records with respect to all matters covered by this Agreement. It shall also permit AUGUSTA and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The PLUMBER 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 AUGUSTA or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The PLUMBER agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

### **16.15 ASSIGNABILITY**

The PLUMBER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of AUGUSTA.

### **16.16 PROHIBITED INTERESTS**

1. Conflict of Interest: The PLUMBER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The PLUMBER further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
2. Interest of Public Officials: No member, officer, or employee of AUGUSTA during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
3. Employment of AUGUSTA's Personnel: The PLUMBER shall not employ any person or persons in the employ of AUGUSTA for any work required by the terms of the Agreement, without the written permission of AUGUSTA except as may otherwise be provided for herein.



### **16.17 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of AUGUSTA, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the PLUMBER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed within this Agreement

### **16.18 LOCAL SMALL BUSINESS:**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

### **16.19 E-VERIFY:**

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

### **EXTENT OF THE AGREEMENT**

This Agreement represents the entire agreement between AUGUSTA and PLUMBER and supersedes all prior negotiations, representations and agreements, either written or oral.



**ACKNOWLEDGEMENTS**

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

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

**CITY:**

**AUGUSTA, GEORGIA (AUGUSTA)**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: MAYOR \_\_\_\_\_

**PLUMBER:**

\_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AS ITS: \_\_\_\_\_

**ATTEST CLERK:     ATTEST:**

\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: Clerk of Commission \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AS ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

Copy To:

**DIRECTOR**  
**AUGUSTA UTILITIES DEPARTMENT**  
452 Walker Street, Suite 200  
Augusta, GA 30901



## ATTACHMENT A – SCOPE OF SERVICES

---

### PROJECT DESCRIPTION:

#### SANITARY SEWER CONNECTION PROGRAM - PHASE 3

**OBJECTIVES:** to be specified with each task order based on scope of work



## ATTACHMENT B - COMPENSATION

---

AUGUSTA shall compensate the PLUMBER for services, which have been authorized by AUGUSTA under the terms of this Agreement.

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

AUGUSTA shall make no payments for stored material.

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

When AUGUSTA authorizes the PLUMBER to proceed with the work authorized in a Task Order, it agrees to pay the PLUMBER for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

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



## ATTACHMENT C - LISTING OF KEY PERSONNEL

---

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




# ATTACHMENT D - GRASSING AND MULCHING SPECIFICATIONS

---

## SECTION 02924

### GRASSING AND MULCHING

#### PART 1 GENERAL

##### 1.1 SUMMARY

Section includes preparation of subsoil; hydroseeding; mulching; fertilizer; and maintenance.

##### 1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Grassing, AUD Item LS-1:
  - 1. Basis of Measurement: included in Lump Sum Construction.
  - 2. Basis of Payment: Includes all grassing, mulching, soil preparation, maintenance, etc. required to establish vegetation in accordance with the plans.

##### 1.3 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

##### 1.4 MAINTENANCE SERVICE

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition. Refer to the manual for Erosion & Sediment Control in Georgia.
- B. Maintain mulched area as to assure all disturbed areas are completely covered with mulch.
- C. Contractor is responsible for ensuring adequate watering for vegetation growth and maintenance if weather conditions do not provide sufficient rainfall.
- D. Contractor is responsible for replacing all mulched and seeded areas if disturbed by erosion, on-going construction, etc. until permanent vegetation is established



per the Manual for Erosion and Sediment Control in Georgia and as specified in Article 3.5 Schedule.

## 1.5 REFERENCES

- A. Augusta Utilities Department Standards and Specifications, latest edition.
- B. Georgia Department of Transportation Standards and Specifications, latest edition
- C. Manual of Erosion and Sediment Control in Georgia, latest edition.

## PART 2 PRODUCTS

### 2.1 SEED MIXTURE

- A. Seed Mixture:
  - 1. Use seed and plant material to match the type of grass growing on the disturbed existing lawn and grass areas per manufacturer's instructions.

### 2.2 ACCESSORIES

- A. Lime: As noted in Manual for Erosion and Sediment Control in Georgia, latest edition.
- B. Fertilizer: Recommended for grass; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: Nitrogen 10 percent, phosphoric acid 10 percent, soluble potash 20 percent.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

### 2.3 SOIL MATERIALS

- A. Topsoil meeting Georgia Department of Transportation Standards and Specifications, Section 814 and 893. Topsoil stripped on-site may be stockpiled for re-use as approved by Augusta Utilities Department representative.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify prepared soil base is ready to receive the Work of this section.

### 3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.



- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

### 3.3 HYDROSEEDING

- A. Hydroseeding is an acceptable method of grassing/mulching. Georgia Department of Transportation Standard Specification Section 700.3.05.F will govern hydroseed applications.
- B. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at specified rate within one hour after being combined in hydroseeder.
- C. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.
- D. For areas inaccessible to hydroseed apparatus, contractor to refer to Georgia Department of Transportation Standards and Specifications, Section 700 for seeding applications.

### 3.4 MULCHING

- A. Apply mulch per Georgia Department of Transportation Standard Section 163. Mulch shall meet requirements set forth in Georgia Department of Transportation Standard Specifications, Section 893 for Grassing and Erosion Control.

### 3.5 SCHEDULE

- A. Grassing: All disturbed areas are to be grassed. Permanent grassing will be accepted when "final stabilization" is achieved as defined in the Georgia EPD NPDES Regulations; *"100% of soil surface is uniformly covered in permanent vegetation with a density of 70% or greater..."*
- B. Temporary Mulching: Mulch shall be applied to all disturbed areas to a thickness of 3 inches. Mulch shall be maintained until permanent grassing is established.

END OF SECTION



## Request for Qualification

Request for Qualifications will be received at this office until **Tuesday, December 12, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **839 9569 1329; Passcode:544165** for furnishing:

### **RFQ Item #24-205 Sanitary Sewer Connection Program – Phase 3 for Augusta, GA – Utility Department**

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).

**RFQ # 23-215 Pre-Qualification Conference will be held on Monday, November 27, 2023 @ 10:00 a.m. via Zoom Meeting ID: 870 7853 7521; Passcode: 547767.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 28, 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 bids 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 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 the 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.

Proponents 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](mailto:procbidandcontract@augustaga.gov)**


GERI A. SAMS, Procurement Director

Publish:

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

Revised: 3/22/21





RFQ Item #24-205 Sanitary Connection Program - Phase 3  
 for Augusta, GA – Utilities Department  
 RFQ Due: Tuesday, December 12, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 33  
 Total Number Specifications Download (Demandstar): 7  
 Total Electronic Notifications (Demandstar): 177  
 Georgia Procurement Registry: 676  
 Total packages submitted: 3  
 Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kenneth Black Plumbing P. O. Box 2606 Woodstock, GA 30188	Yes	Yes	2334226	Yes	Yes	Yes
Pamela's Plumbing, LLC 4096 Business Park Ct Evans, GA 30809	Yes	Yes	2258758	Yes	Yes	Yes
P3 Services of GA dba Universal Plumbing 2415 Milledgeville Road Augusta, GA 30904	Yes	Yes	2334797	Yes	Yes	Yes
Arnold Plumbing - No Response Letter						





RFQ Item #24-205 Sanitary Sewer Connection Program (SSCP) - Phase 3  
for Augusta, GA – Utilities Department  
RFQ Due: Tuesday, December 12, 2023 @ 11:00 a.m.  
Evaluation Date: Thursday, December 28, 2024 @ 10:00 a.m. via ZOOM

Item 12.

Vendors			Kenneth Black Plumbing P. O. Box 2606 Woodstock, GA 30188	Pamela's Plumbing, LLC 4096 Business Park Ct Evans, GA 30809	P3 Services of GA dba Universal Plumbing 2415 Milledgeville Road Augusta, GA 30904	Kenneth Black Plumbing P. O. Box 2606 Woodstock, GA 30188	Pamela's Plumbing, LLC 4096 Business Park Ct Evans, GA 30809	P3 Services of GA dba Universal Plumbing 2415 Milledgeville Road Augusta, GA 30904
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)	10	4.5	3.5	5.0	45.0	35.0	50.0
3. Organization & Approach	(0-5)	15	4.5	3.0	5.0	67.5	45.0	75.0
4.Scope of Services Contractor's understanding of the understanding of the Scope of Services of the Contractor to be performed specifically listed in Section 3. To include the following: 1.Contractors Experience in septic tank abandonment and sewer service line connection 2.Contractors experience in site restoration 3.Individual residential grinder pump system installation 4.Contractors capacity/ability to respond	(0-5)	35	4.0	3.0	5.0	140.0	105.0	175.0
5. References	(0-5)	10	4.5	3.0	4.5	45.0	30.0	45.0
6. Financial Stability	(0-5)	5	5.0	3.5	5.0	25.0	17.5	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			5.00	0.0	0.0	50.0
Within CSRA	5	6		5.0		0.0	30.0	0.0
Within Georgia	5	4	5.0			20.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2				0.0	0.0	0.0
• All Others	5	1				0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			27.5	21.0	29.5	342.5	262.5	420.0
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
Total Phase 2 - (Total Maximum Ranking 15 - 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)			27.5	21.0	29.5	342.5	262.5	420.0
Internal Use Only								
Evaluator: Cumulative Date: 12/28/23								
Procurement Department Representative: Nancy Williams								
Procurement Department Completion Date: 12/28/23								





## UTILITIES DEPARTMENT

Item 12.


Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

### MEMO

**Date:** February 14, 2024

**To:** Geri Sams, Procurement Director

**Through:** Wes Byne, P.E., Utilities Director 

**From:** Dennis Martin, SSCP Manager

**Subject:** Bid# 24-205  
Sanitary Sewer Connection Program – Phase 3 (SSCP-P3)

As the Sanitary Sewer Connection Program enters its ninth year of operation, it is necessary for the contract with its preapproved plumbers to be updated allowing us to include new plumbers into the program. This program is intended to facilitate connection of County sewer-adjacent properties to be connected to our sewer system and properly abandon the decommissioned septic tank.

The three qualifying contractors, *P3 Services of GA d/b/a Universal Plumbing*, *Pamela's Plumbing, LLC*, and *Kenneth Black Plumbing, LLC*, each has the experience and proven ability to meet the demands of the *SSCP-P3* in behalf of the *Augusta Utilities Department*.

cc: Chad Hendrix, P.E.



**Arnolds Plumbing**  
1020 Bennock Mill Rd  
Augusta, GA 30906

**Budget Sewer Service**  
2521 MIKE PADGETT HWY  
P.O. Box 5650  
Augusta, GA 30906

**Hardy Plumbing**  
4192 Belair Frontage Rd  
Augusta, GA 30909

**Sunshine Plumbers**  
3602 Windsor Spring Rd  
Hephzibah, GA 30815

**SOUTHERN SERVICES**  
2630 MILLEDGEVILLE ROAD  
P.O. BOX 5549  
AUGUSTA, GA 30916-5549

**LANE PLUMBING**  
2153 KINGS WAY,  
AUGUSTA, GA 30904

**AUGUSTA MY-TANIK PLUMBING**  
3606 MORGAN RD,  
HEPHZIBAH, GA 30815

**EARL L. BABBITT PLUMBING,**  
1128 ELLIS ST,  
AUGUSTA, GA 30901

**RICKYJAY PLUMBING, LLC**  
140 DAVIS RD. STE. B  
MARTINEZ, GA. 30907

**RFQ ITEM #24-205**  
**SANITARY SEWER CONNECTION**  
**SERVICES**  
**FOR UTILITIES DEPT.**  
**MAILED 11/3/23**

**Avrett Plumbing Company**  
2332 New McDuffie Rd  
Augusta, GA 30906

**Connor Plumbing**  
378 Tower Dr  
Martinez, GA 30907

**Pamela's Plumbing**  
4096 Business Park Ct  
Evans, GA 30809

**Universal Plumbing**  
2415 Milledgeville Rd  
Augusta, GA 30904

**ACTION PLUMBING**  
104 GARDNERS MILL RD,  
AUGUSTA, GA 30907

**BRITTINGHAM PLUMBING CO**  
1912-A CENTRAL AVE.  
AUGUSTA, GA 30904

**GREY'S PLUMBING & MECH**  
2366 HIGHWAY 88,  
HEPHZIBAH, GA 30815

**GOLD MECH, PLUMBING**  
1557 BROAD ST,  
AUGUSTA, GA 30904

**SOUTHERN PLUMBING & CONSTR**  
1258 NUGGET DRIVE  
GROVETOWN, GA 30813

**RFQ ITEM #24-205**  
**SANITARY SEWER CONNECTION**  
**SERVICES**  
**FOR UTILITIES DEPARTMENT**  
**BID DUE: TUE. 12/12/23 @ 11:00 a.m.**

**Benjamin Franklin Plumbing**  
10985 Atomic Rd  
North Augusta, SC 29841

**Gold Mech**  
1559 Broad St  
Augusta, GA 30904

**Southern Services**  
P.O. Box 2606  
Woodstock, GA 30188

**Yohe Plumbing**  
1017 Franke Industrial Dr  
Augusta, GA 30909

**ROOTER SERVICES**  
378 TOWER RD,  
AUGUSTA, GA 30907

**BUSY B PLUMBING**  
4167 WHEELER ROAD  
AUGUSTA, GA 30907

**AUGUSTA PLUMBING**  
121 LISA COURT  
AUGUSTA, GA 30907

**BILL JAMES & SONS MECHANICAL**  
**CONTRACTORS**  
1225 NEW SAVANNAH RD,  
AUGUSTA, GA 30901

**WEIGLE PLUMBING**  
3133 RICHMOND HILL RD.  
AUGUSTA, GA 30906



**AVRETT PLUMBING COMPANY**  
**1547 GORDON HIGHWAY**  
**AUGUSTA, GA 30906**

**B & N MECHANICAL CON**  
**4167 WHEELER ROAD**  
**AUGUSTA, GA 30907**

**Stark Plumbing, LLC**  
**1026 Hampton Terrace**  
**North Augusta, SC 29841**

**Dennis Martin**  
**UTILITIES DEPARTMENT**

**Wes Byne**  
**UTILITIES DEPARTMENT**

**Phyllis Johnson**  
**Compliance Department**

**RFQ ITEM #24-205**  
**SANITARY SEWER CONNECTION**  
**SERVICES**  
**FOR UTILITIES DEPT.**  
**MAILED 11/3/23**

**RFQ ITEM #24-205**  
**SANITARY SEWER CONNECTION**  
**SERVICES**  
**FOR UTILITIES DEPARTMENT**  
**BID DUE: TUE. 12/12/23 @ 11:00 a.m.**

**Pg 2 of 2**



## BIDDERS LIST

BID ITEM # 24-205 COST \$ \_\_\_\_\_

[illegible]



**April Payne**

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**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, November 3, 2023 5:13 PM  
**To:** Nancy M. Williams  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000014

Dear Nancy Williams,  
nwilliams@augustaga.gov

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

**Event Number:** PE-72155-NONST-2024-000000014  
**Event Title:** 24-205 Sanitary Sewer Connection Program  
**Event Type:** Non-State Agency

Process Log
2023/11/03 17:08:28 : Log starts for - 3353417 - EVENT_RELEASE_TO_SUPL
2023/11/03 17:08:32 : Email Process Log for the Event#: PE-72155-NONST-2024-000000014
2023/11/03 17:08:32 : Email Batch# 2311032771
2023/11/03 17:08:32 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/11/03 17:09:21 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/03 17:09:22 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/03 17:12:44 : Total No of Contacts found for sending Email: 678
2023/11/03 17:12:44 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000014&sourceSystemType=gpr20>

11/03/2023 05:12:44 PM

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



Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier

Download Date

ConstructConnect

11/07/2023

Dodge Data

11/03/2023

Garney Companies, Inc.

11/06/2023

Hinterland Group Inc.

11/08/2023

MC Squared Inc

11/06/2023

Onvia, Inc. - Content Department

11/03/2023

RYZE UP2 IT SERVICES

11/04/2023

Add Supplier



**Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.**

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

**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

March 5, 2024

Broad Street Improvements Project

Design Services for Roadway Improvements

TIA Project Number: RC07-000107 / PI#0011382

RFP Item: 18-311

File Reference: 24 – 014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to <b>approve</b> supplemental funding (SA4) to Hussy Gay Bell (HGB) in the amount of \$280,936.00 for the Broad Street Improvements Construction Phase Services (CEI). AE / RFP 18-311. <b>(Approved by Engineering Services Committee February 27, 2024)</b>
<b>Background:</b>	The Broad Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. The Broad Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement of roadway aesthetics. Project construction contract awarded to E R Snell Contractor on August 1, 2023 and construction will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
<b>Analysis:</b>	Project is in construction. On April 5, 2019 the Augusta Commission approved the award of design phases of the project to Hussy Gay Bell (HGB). This supplemental agreement covers services during the construction phase (CEI) for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
<b>Financial Impact:</b>	Project TIA Funds.
<b>Alternatives:</b>	1). Do not approve and find alternative to complete the project and meet TIA project completion schedule.



**Recommendation:** Approve supplemental funding (SA4) to Hussy Gay Bell (HGB) in the amount of \$280,936.00 for the Broad Street Improvements Construction Phase Services (CEI). AE / RFP 18-311

**Funds are available in the following accounts:** (\$280,936.00) 371-041110-52.12115 / T15040107-52.12115 - Project TIA Funds

**REVIEWED AND** HM/SR  
**APPROVED BY:**



**Broad Street Construction**

**CEI Services**

HGB

**Part 1 - JBLP: Duration 15 months**

				Fee
Progress Meeting: every other week for first six months then monthly				
			Subtotal=	\$37,492.00
RFI & Field Changes				
Allowance			Subtotal	\$21,705.00
Misc. Support & Team Coordination, etc				
Allowance			Subtotal	\$70,181.00
			<b>JBLP TOTAL=</b>	<b>\$129,378.00</b>

**Part 2- Roadway CST: Duration 24 months**

Progress Meeting: every other week for first 12 months then monthly				HGB
Virtual	12 2hr/mtg	24 hrs total	\$215/hr	\$47,490.00
In person	24 11hr/mtg	264 hrs total	215hr	
(include monthly site visit & progress onsite review)				
Mileage	350 mi/trip	8400 miles total	\$0.75/mi	\$6,300.00
			Subtotal=	\$53,790.00
RFI & Field Changes				
Allowance			Subtotal	\$59,552.00
Misc. Support				
Allowance			Subtotal	\$38,216.00
			<b>Roadway Total=</b>	<b>\$151,558.00</b>
			<b>CEI TOTAL=</b>	<b>\$280,936.00</b>



**ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 13.

Augusta Richmond County Project Number(s):	371-041110-T15040107
GDOT Number (s):	RC07-000107 PI 0011382
Supplemental Agreement Number:	4
Purchase Order Number:	19ENG752

WHEREAS, We, **Hussey Gay Bell (HGB)**. Consultant, entered into a contract with Augusta-Richmond County on July 31, 2012 for engineering design services associated with the improvements to **Broad Street Improvements**. Project RC07-000107, PI 0011382, File Reference No. 20-014 (T), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

*CEI services to improve roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system.*

It is agreed that as a result of the above-described modifications the contract amount is increased by **\$280,936.00** from **\$2,636,514.69** to a new total of **\$2,917,450.69**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Hussey Gay Bell (HGB)**. Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned item, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Hussey Gay Bell (HGB)

\_\_\_\_\_  
**Honorable Garrett L. Johnson, Mayor**

Approved Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_  
Approved: Date:  
[ATTACHED CORPORATE SEAL]  
ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_





### Committee Meeting

Meeting Date: February 27, 2024

Dennis Road Improvements

TIA PI # 0017632

Bid #23-234

File Reference: 24 – 014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,021,957.00 for Transportation Investment Act (TIA) Project Dennis Road Improvements, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-234
<b>Background:</b>	The Dennis Road Improvements is a project from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA on the June 9, 2020 referendum. This is Band 1 project. The improvements consist of improving roadway safety by widening resurfacing, constructing the curb and gutter, sidewalks and improving the storm water system. The project will improve roadway safety.
<b>Analysis:</b>	<p>Bids were received on December 12, 2023 and were evaluated based on criteria outlined in Bid document. Reeves Construction being the low responsible Bidder. Following contractors submitted proposal.</p> <ol style="list-style-type: none"> <li>1. E R Snell Contractor, Inc. \$4,917,131.14</li> <li>2. Reeves Construction Co. \$4,021,957.00</li> </ol>
<b>Financial Impact:</b>	Funds are available in Project TIA funds
<b>Alternatives:</b>	Do not approve and find alternative to complete the project and meet TIA project completion schedule.
<b>Recommendation:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,021,957.00 for Transportation Investment Act (TIA) Project Dennis Road Improvements, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-234
<b>Funds are available in the following accounts:</b>	(\$4,021,957.00) 372-041110-54.14110 - Project TIA Funds



**REVIEWED AND**  
**APPROVED BY:**

HM/SR



## Invitation to Bid

Item 14.

Sealed bids will be received at this office until **Tuesday, December 12, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: 834 6086 7734; Passcode: **290232** furnishing:

### Bid Item #23-234

### Construction Services for Dennis Road Improvement Project for Augusta, GA – Augusta Engineering and Environmental 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 examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$425.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, November 2, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, November 27, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 849 8476 7494; Passcode: 262135.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 28, 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. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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](mailto: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                      November 2, 9, 16, 23, 2023  
Metro Courier                          November 2, 2023

Revised: 2/19/2016





**Bid Opening: Bid Item #23-234 Construction Services for  
Dennis Road Improvement Project  
Engineering and Environmental Services Department  
Bid Date: Tuesday, December 12, 2023 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 18**  
**Total Number Specifications Download (Demandstar): 6**  
**Total Electronic Notifications (Demandstar): 214**  
**Georgia Procurement Registry: 891**  
**Pre-Proposal Conference Attendees: N/A**  
**Total Packages Submitted: 2**  
**Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1,2, & 3	E-Verify Number	SAVE Form	Bid Bond	Bid Total
E.R. Snell Contractor Inc. 1785 Oak Road Snellville, GA 30078	Yes	Yes	22114	Yes	Yes	\$4,917,131.14
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30907	Yes	Yes	667047	Yes	Yes	\$4,021,957.00





## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Item 14.

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

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

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

**DATE:** Monday, February 5, 2024

**SUBJECT:** Construction Services for Dennis Road Improvement  
for Augusta, GA -Engineering & Environmental Department  
Project PI# 0017632  
Bid: 23-234  
File Reference: 24-014(T)

It is recommendation of Augusta Engineering to award Bid 23-234 (Dennis Road Improvements) project to the lowest qualified bidder, Reeves Construction Company (Reeve), subject to value engineering (VE) during construction. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeve submitting all required documents such as bid bonds, insurance documents.

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

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
June Hamal, AE Associate Director-Construction & Program Delivery  
Program File



**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

**SECTION 3: BID PROPOSAL**

**Date:** January 11, 2024

**Gentlemen:**

In compliance with your invitation for bids dated November 2, 2024, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**DENNIS ROAD IMPROVEMENTS PROJECT  
PI# 0017632**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Four Million Twenty One Thousand Nine Hundred Fifty Seven Dollars **DOLLARS**

(\$ \$4,021,957.00 )

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 450 calendar days.

The undersigned acknowledges receipt of the following addenda:

<b>Addendum Number:</b>	<b>Addendum Date:</b>
<u>1</u>	<u>12/7/2023</u>
<u>2</u>	<u>1/3/2024</u>
<u>3</u>	<u>1/5/2024</u>

**Respectfully submitted:**

Reeves Construction Company

(Name of the Firm)

1 APAC Industrial Way  
Augusta, GA 30907

(Business Address)

By: 

Title: Assistant Secretary



**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

<b>DENNIS ROAD IMPROVEMENTS</b>					
<b>ROADWAY</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL</b>
000-1000	<b>Force Account</b>	<b>1</b>	<b>LS</b>	<b>\$350,000</b>	<b>\$350,000</b>
150-1000	TRAFFIC CONTROL -- AED2023-01	1	LS	\$205,475.00	\$205,475.00
210-0100	GRADING COMPLETE -- AED2023-01	1	LS	\$1,112,150.00	\$1,112,150.00
310-1101	GR AGGR BASE CRS, INCL MATL	4336	TN	\$55.00	\$238,480.00
318-3000	AGGR SURF CRS	925	TN	\$35.00	\$32,375.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	300	TN	\$134.50	\$40,350.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	620	TN	\$152.50	\$94,550.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1203	TN	\$107.50	\$129,322.50
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	602	TN	\$116.00	\$69,832.00
413-0750	TACK COAT	1464	GL	\$3.00	\$4,392.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	1200	SY	\$6.50	\$7,800.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	313	SY	\$95.00	\$29,735.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	121	SY	\$116.00	\$14,036.00
441-0104	CONC SIDEWALK, 4 IN	1564	SY	\$80.00	\$125,120.00
441-0108	CONC SIDEWALK, 8 IN	161	SY	\$145.00	\$23,345.00
441-4020	CONC VALLEY GUTTER, 6 IN	357	SY	\$120.00	\$42,840.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	6280	LF	\$27.00	\$169,560.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	2700	LF	\$2.00	\$5,400.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	300	LF	\$600.00	\$180,000.00
500-3201	CLASS B CONCRETE, RETAINING WALL	47	CY	\$950.00	\$44,650.00
500-3900	CLASS B CONCRETE, INCL REINF STEEL	5.40	CY	\$1,150.00	\$6,210.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	112	CY	\$300.00	\$33,600.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	206	LF	\$200.00	\$41,200.00
550-3518	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	1	EA	\$1,020.00	\$1,020.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	1	EA	\$1,530.00	\$1,530.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	3314	LF	\$80.00	\$265,120.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	299	LF	\$95.00	\$28,405.00
600-0001	FLOWABLE FILL	3	CY	\$600.00	\$1,800.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	24	SY	\$125.00	\$3,000.00
603-7000	PLASTIC FILTER FABRIC	24	SY	\$5.00	\$120.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	1	EA	\$8,500.00	\$8,500.00
611-3010	RECONSTR DROP INLET, GROUP 1	1	EA	\$8,000.00	\$8,000.00
634-1200	RIGHT OF WAY MARKERS	7	EA	\$260.00	\$1,820.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	950	LF	\$1.50	\$1,425.00
668-1100	CATCH BASIN, GP 1	37	EA	\$9,700.00	\$358,900.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	21	LF	\$700.00	\$14,700.00
668-2100	DROP INLET, GP 1	3	EA	\$8,500.00	\$25,500.00
668-4300	STORM SEWER MANHOLE, TP 1	6	EA	\$8,500.00	\$51,000.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	4	LF	\$700.00	\$2,800.00
<b>ROADWAY SUBTOTAL:</b>					<b>\$3,774,062.50</b>



**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	3	AC	\$700.00	\$2,100.00
163-0240	MULCH	65	TN	\$310.00	\$20,150.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	\$2,200.00	\$4,400.00
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	1	EA	\$3,500.00	\$3,500.00
163-0543	CONSTRUCT AND REMOVE STONE FILTER BERM	50	LF	\$65.00	\$3,250.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	44	EA	\$500.00	\$22,000.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	3237	LF	\$0.25	\$809.25
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	300	LF	\$0.25	\$75.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	\$800.00	\$1,600.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	44	EA	\$230.00	\$10,120.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	1	EA	\$550.00	\$550.00
165-0112	MAINTENANCE OF STONE FILTER BERM	50	LF	\$22.00	\$1,100.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$260.00	\$260.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$260.00	\$260.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA	\$275.00	\$1,100.00
167-1500	WATER QUALITY INSPECTIONS	18	MO	\$1,100.00	\$19,800.00
171-0010	TEMPORARY SILT FENCE, TYPE A	6474	LF	\$2.25	\$14,566.50
171-0030	TEMPORARY SILT FENCE, TYPE C	600	LF	\$3.75	\$2,250.00
TEMPORARY EROSION CONTROL SUBTOTAL:					\$107,890.75
PERMANENT EROSION CONTROL					
700-6910	PERMANENT GRASSING	5	AC	\$1,650.00	\$8,250.00
700-7000	AGRICULTURAL LIME	13	TN	\$350.00	\$4,550.00
700-8000	FERTILIZER MIXED GRADE	10	TN	\$750.00	\$7,500.00
700-8100	FERTILIZER NITROGEN CONTENT	416	LB	\$4.00	\$1,664.00
700-9300	SOD	1550	SY	\$11.50	\$17,825.00
716-2000	EROSION CONTROL MATS, SLOPES	250	SY	\$1.00	\$250.00
PERMANENT EROSION CONTROL SUBTOTAL:					\$40,039.00
PAVEMENT MARKING					
611-5551	RESET SIGN	13	EA	\$205.00	\$2,665.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	16.50	SF	\$36.00	\$594.00
636-2090	GALV STEEL POSTS, TP 9	32	LF	\$26.00	\$832.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	6415	LF	\$0.25	\$1,603.75
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	160	LF	\$6.00	\$960.00
652-5801	SOLID TRAF STRIPE, 8 IN, WHITE	1030	LF	\$2.00	\$2,060.00
PAVEMENT MARKING SUBTOTAL:					\$8,714.75



**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

UTILITIES					
611-8050	ADJUST MANHOLE TO GRADE	4	EA	\$825.00	\$3,300.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	13	EA	\$650.00	\$8,450.00
668-1105	CATCH BASIN, GP 1, SPCL DES	5	EA	\$14,500.00	\$72,500.00
670-9730	RELOCATE EXIST WATER METER, INCL BOX	2	EA	\$3,500.00	\$7,000.00
UTILITIES SUBTOTAL:					\$91,250.00
<b>GRAND TOTAL DENNIS RD IMPROVEMENTS:</b>					<b>\$4,021,957.00</b>

**GRAND TOTAL**

Four Million, Twenty One Thousand Nine Hundred Fifty Seven Dollars **DOLLARS**

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**



Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Department

Engineering & Environmental Services

Project Name:

Dennis Road Improvements

Project Description:

Entering into Construction Agreement with Reeves Construction for Dennis Road Improvements project (TIA 2)

Start Date:

5/1/2024

Completion Date:

2023-2026

Project Phase

CST

- (Design or Construction)

total Project Budget (all Sources )

4,021,957

Funding						
Source of Funds (SPLOST, TIA, LMIG, etc)	TIA Funds					TOTAL
Project TIA Funds (Dennis Rd)	4,021,957	-				4,021,957
	-	-				-
		-				-
		-				-
		-				-
		-				-
Total Funding	4,021,957	-	-	-	-	4,021,957

Expenditures						
Description	Object Code					
Roads	54.14110	4,021,957	-	-	-	4,021,957
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-



Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Department	Engineering & Environmental Services					
Project Name:	Dennis Road Improvements					
Project Description:	Entering into Construction Agreement with Reeves Construction for Dennis Road Improvements project (TIA 2)					
Start Date:	5/1/2024					
Completion Date:	2023-2026					
Project Phase - (Design or Construction)	CST					
total Project Budget (all Sources ) TOTAL	4,021,957	4,021,957	-	-	-	4,021,957
Variance (shoud be -0-)	-	-	-	-	-	-



# Augusta Blueprint & Microfilm, Inc.

## #23-234 Construction Service for Dennis Road Improvement Project

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address
1	Reeves Construction Company			X	1 APAC Industrial Way   Augusta, GA
2	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, Georgia 30078 kpollard@ersnell.com
3	Construct Connect		X		30 Technology Pkwy S Ste 100 Norcross, GA 30092 michele.dickinson@constructconnect.com
4	JHC Corporation		X		15 Fresh Bru Dr Newnan, GA 30263 melissa@jhccorporation.com
5					
6					
7					
8					



**GRIFFIN CONTRACTING**  
**ATTN: TROY DAVIS**  
**122 PIPEMAKERS CIRCLE**  
**SUITE 207**  
**POOLER, GA 31322**

**ER SNELL CONTRACTOR**  
**1785 OAK ROAD**  
**SNELLVILLE, GA 30078**

**C&H PAVING**  
**204 MAIN STREET**  
**THOMSON, GA 30824**

**SUMMERS CONCRETE**  
**CONTRACTING, INC.**  
**5538 COPPAGE ROAD**  
**HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION**  
**614 BRIGHAM ROAD**  
**NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION**  
**PO BOX 770**  
**EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING**  
**1600 KENVIEW DRIVE**  
**MARIETTA, GA 30060**

**J & H GRADING & PAVING**  
**1579 EDGEFIELD HIGHWAY**  
**AIKEN, SC 29801**

**HORIZON CONSTRUCTION**  
**PO BOX 798**  
**EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN**  
**306 SILVER BLUFF RD.**  
**AIKEN, SC 29803**

**J&B CONSTRUCTION**  
**3550 GORDON HIGHWAY**  
**GROVETOWN GA 30813**

**BEAM'S CONTRACTING**  
**ATTN: DARRELL CAUDILL**  
**15030 ATOMIC ROAD**  
**BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS**  
**322 GRIMAUDE BLVD.**  
**GROVETOWN, GA 30813**

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

**JHC CORPORATION**  
**15 FRESH BRU DRIVE**  
**NEWNAN, GA 30263**

**GARNTO SOUTHERN**  
**CONSTRUCTION, LLC**  
**ATTN: JASON GARNTO**  
**4811 CLARK DRIVE**  
**EVANS, GA 30809**

**REYNOLDS CONSTRUCTION**  
**300 E. BROAD STREET**  
**FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.**  
**2929 QUALITY DRIVE**  
**PETERBURG, VA 23805**

**Hameed Malik**  
**Engineering & Environmental**  
**Services**

**June Hamal**  
**Engineering & Environmental**  
**Services**

**Phyllis Johnson**  
**Compliance**

**Bid Item #23-234 Construction Services for**  
**Dennis Road Improvement Project for**  
**Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**DUE: Tuesday, December 12, 2023 @**  
**3:00p.m.**

**Bid Item #23-234 Construction Services**  
**for Dennis Road Improvement Project for**  
**Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**Mailed: 05/18/2023**



## Planholders

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

### Supplier (6)

Supplier	Download Date
ConstructConnect	11/06/2023
Dodge Data	11/03/2023
MC Squared Inc	11/06/2023
North Georgia Concrete Inc.	01/08/2024
Onvia, Inc. - Content Department	11/03/2023
ROCKET INDUSTRIES LLC	11/10/2023

[Add Supplier](#)

### Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

### Documents

Filename	Type	Action
23-234_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>
23-234_ADD1	Addendum	<a href="#">View</a> <a href="#">History</a>
23-234_ADD2	Addendum	<a href="#">View</a> <a href="#">History</a>



**April Payne**

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**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, November 3, 2023 5:28 PM  
**To:** Nancy M. Williams  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000015

Dear Nancy Williams,  
nwilliams@augustaga.gov

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

**Event Number: PE-72155-NONST-2023-000000015**

**Event Title: ITB 23-234 CONSTRUCTION SVCS FOR DENNIS ROAD IMPROVMENT PROJECT**

**Event Type: Non-State Agency**

Process Log
2023/11/03 17:22:41 : Log starts for - 3355121 - EVENT_RELEASE_TO_SUPL
2023/11/03 17:22:45 : Email Process Log for the Event#: PE-72155-NONST-2023-000000015
2023/11/03 17:22:45 : Email Batch# 2311032774
2023/11/03 17:22:45 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/11/03 17:27:58 : Total No of Contacts found for sending Email: 891
2023/11/03 17:27:58 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000015&sourceSystemType=gpr20>

11/03/2023 05:27:58 PM

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





## Commission Meeting

March 5, 2024

On-Call Property Appraisal and Acquisition Professional Services

For Augusta, GA – Engineering Department

RFP 22-147

File Reference: 24 – 014(A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to <b>approve</b> continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$150,000. AED / RFP 22-147. ( <b>Approved by Engineering Services Committee February 27, 2024</b> )
<b>Background:</b>	The number of Road Improvements, Drainage Improvements, and Infrastructure Maintenance Construction projects has increased significantly over the past ten years and will continue to increase. Several of the Federal Funded, SPLOST and TIA projects scheduled to let for construction in the coming years which need acquiring Right of Way (ROW). For these projects AED expects Appraise and Acquire parcels and easements services to be rendered by a GDOT prequalified firm.
<b>Analysis:</b>	On June 7, 2022, The Augusta Commission approved On-Call Property Appraisal and Acquisition for Augusta Engineering to Atlas Technical Consultants, LLC (Atlas). Additional funds allocation to this contract is needed to maintain required level of service for construction projects presently under design and about to go under construction.
<b>Financial Impact:</b>	Funds in amount of \$150,000 available in TIA Discretionary funds
<b>Alternatives:</b>	No alternate proposed
<b>Recommendation:</b>	Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$150,000. AE / RFP 22-147.
<b>Funds are available in the following accounts:</b>	(\$150,000) 236-041110-52.12116 - TIA Discretionary
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/SR



Department **Engineering & Environmental Services**

Project Name: **On-Call Services**

Project Description: **On-Call Appraisal and Acquisition Services for Augusta Engineering**

TIA Discretionary Funds **19-179** FUND **236**

Start Date: **1/1/2024**

Completion Date: **TBD**

Project Phase **CST**  
- (Design or Construction)

<b>Project Budget</b>	<b>(List is not inclusive)</b>	
Description	Object Code	Amount
Architects	5212112	-
Engineering	5212115	-
Appraisals	5212116	150,000
Legal	5212120	-
Office Furniture < \$5,000	5316121	-
land	5411110	-
ROW acquisition	5411120	-
Building Renovations	5413120	-
Building Construction	5413130	-
Roads	5414110	-
Bridges	5414210	-
Sidewalks	5414310	-
Streetlights	5414410	-
Traffic Signals	5414610	-
Machinery	5421110	-
Play Ground Equipment	5421130	-
Office Furniture & Fixtures	5423110	-
		-
TOTAL		<u>150,000</u>





**RFP Opening - RFP Item # 22-147**  
**On Call Property Appraisal and Acquisition Professional Services**  
**for Augusta, GA – Engineering Department**  
**RFP Date: Wednesday, February 9, 2022 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 21**  
**Total Number Specifications Download (Demandstar): 4**  
**Total Electronic Notifications (Demandstar): 107**  
**Georgia Procurement Registry: 514**  
**Total packages submitted: 2**  
**Total Noncompliant: 0**

<b>VENDORS</b>	<b>Attachment "B"</b>	<b>E-Verify Number</b>	<b>SAVE Form</b>	<b>Addendum 1 &amp; 2</b>	<b>Original</b>	<b>7 Copies</b>	<b>Fee Proposal</b>
<b>HARDY APPRAISAL SERVICE 512 PINEVIEW COURT MARTINEZ, GA 30907</b>	<b>No Bid Response</b>						
<b>ATLAS TECHNICAL CONSULTANTS LLC 2450 COMMERCE AVE. SUITE 100 DULUTH, GA 30096</b>	<b>Yes</b>	<b>1380925</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>



**Office of the Administrator**

Takiyah A. Douse  
Interim Administrator

June 7, 2022

Dr. Hameed Malik  
Engineering Director  
452 Walker Street  
Augusta, GA 30901

Dear Dr. Malik:

At the regular meeting held Tuesday, June 7, 2022, the Augusta, Georgia Commission took action on the following:

27. **Approved;** Motion to approve Supplementing Construction Contract (Supplement 2) of Landfill Phase2C Closure Construction to Morgan Corp for Phase 3 Southern/Southeastern Erosion Impacted areas restoration. Also approve funding in the amount of \$139,472.00 for additional work fee. Requested by AED. RFP 21-183 (Approved by Engineering Services Committee May 31, 2022)
28. **Approved;** Motion to approve and award Professional Services Agreement to Atlas Technical Consultants LLC (Atlas) for On-Call Property Appraisal and Acquisition for Augusta Engineering Department. The Contract is for two (2) years with renewal option of three additional years. Also, approve up to \$400,000 to fund the proposed Services. Award is contingent upon receipt of procurement documents, signed contracts and proper bonds. RFQ 22-147. (Approved by Engineering Services Committee May 31, 2022)
29. **Approved;** Motion to approve Supplemental funding (SA#3) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$36,270 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project. Requested by AED. RFQ 17-127 (Approved by Engineering Services Committee May 31, 2022)
38. **Approved;** Motion to refer the Environmental Services Operations Improvement Plan to the Administrator and the Human Resources Director for review and bring back to the full Commission next week (June 7, 2022).

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse  
Interim Administrator





## Commission Meeting

March 5, 2024

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: 24-014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to <b>approve</b> 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 \$127,170.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction-SUE. AE / RFP 19-179 ( <b>Approved by Engineering Services Committee February 27, 2024</b> )
<b>Background:</b>	The Broad Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA on 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, and Geotechnical Inspection and Investigation Services are integral parts of 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 a TIA program requirement. Construction team preliminary review of existing subsurface utilities with respect to intended improvements reveals that it will be a cost saving measure to conduct further surface utility engineering (SUE) in advance of project grading work.
<b>Analysis:</b>	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 ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project. SUE will minimize unknown utilities conflicts during construction, hence minimize construction cost escalation.



**Financial Impact:** Funds are available in Project TIA Funds.

**Alternatives:** 1. Do not approve and find alternative ways 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 \$127,170.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction-SUE. AE / RFP 19-179

**Funds are available in the following accounts:** (\$127,170.00) 371-041110-54.14110 / T15040107-54.14110 - Project TIA Funds

**REVIEWED AND APPROVED BY:** HM/SR





DATE: 1/26/2024  
CLIENT: June Hamal  
ADDRESS: 535 Telfair St  
Augusta, GA 30901

P24-9000- Broad St

RE: PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING (SUE) QL-B and QL-A  
SERVICES – BROAD STREET, AUGUSTA, GA

---

June,

Atlas Technical Consultants (“Atlas”) is pleased to submit this proposal for Subsurface Utility Engineering (SUE) services for project referred to as **BROAD ST**. The following is a description of the scope of work that is required to complete this task:

**SCOPE OF SERVICES:**

**SUE**

**1.0 SUE Quality Level B (QL-B)** – Traceable underground utilities will be field designated within the outlined project limits. SUE services will be provided in accordance with ASCE 38-22 Standards. Some underground utilities may prove to be non-field traceable due to material type, depth and /or manner of installation. These material types include but are not limited to: HDPE and PVC without tracer wire, asbestos cement, transite, composite non-jacketed fiber optic and cast iron. Utilities are located in the field by utilizing Radio Frequency Technology in which the locator traces a radio signal and not the utility itself therefore, utilities not observed or cannot be located utilizing this technique may exist on the site and may be found upon excavation. Ground Penetrating Radar (GPR) technologies will also be utilized when applicable and appropriate based on-site conditions and utilities present.

Atlas will coordinate with the local utility companies to confirm the general location of their utilities based upon records research and GA811 notifications as well as site research of any existing site utility maps available and provided. Atlas is providing this service based upon available utility company records as well as visible utility site features. Utilities identified in records research and not field traceable shall be shown as Quality Level D (QL-D) data on survey. Sanitary sewer will be depicted as QL-C going from structure to structure. Client agrees that utility locations which are performed to SUE QL-B standards are approximate horizontal locations and are not vertically verified and that Long Engineering, LLC. will not be responsible for the accuracy or completeness of the underground utility locations deemed non-field traceable.

**Approach:**

It is our understanding that the City of Augusta is to provide streetscape type services including replacing C&G, sidewalk, refresh the landscaping in the median and proposed drainage improvements. Because of the proposed improvements, Atlas believes that QL-B SUE from beginning to end would not be a “best value” option. Our goal is to locate existing utilities that



could be impacted by the proposed design, yet do this in a manner that is most cost-effective to the project. After careful consideration, it is our recommendation to provide certain quality levels of SUE that can efficiently accomplish our goals. Therefore, we recommend QL-B and QL-A at select locations, where utility impacts are most critical.

**QL-B (designating) approach** - QLB data provides the horizontal location of utilities.

As discussed with the City of Augusta, it was determined that the most cost-effective approach would be to provide QL-B at specific locations where the proposed design is impacted by existing utilities.

- The client provided impacted locations using QL-D SUE (record info. that was previously done) and proposed design
- The client marked locations on pdf from a site walk, where they are requesting additional QL-B SUE
- These areas should be where conflicts exist with high-risk utilities

Atlas then took these areas, enlarged them to ensure coverage and outlined them as shown on the attached pdfs. Each location is numbered accordingly. There are a total of 20 areas as shown in the plans. See attached EXHIBITS.

Once the QL-B has been completed, the City of Augusta will meet and determine conflicts. Conflicts are basically wherever an existing utility crosses the path of a proposed design feature. The team will decide what conflicts need to be further evaluated and what additional information is needed. A conflict analysis not only determines conflicts but also determines THs (test holes). There will most likely be conflicts throughout so the team will need to closely evaluate where they want THs. Conflict evaluations cannot be done on QL-D data. A conflict analysis should only be conducted on known utilities, where QL-B has been performed.

Per meeting with the City of Augusta, it is recommended QL-A on all utilities within 3 feet of proposed features.

**QL-A (Locating/THs)** – Provide test holes (THs) at specific locations where conflicts are critical. Atlas will primarily utilize vacuum excavation with air, but reserves the right to utilize hydrovac (water) methods based upon specific test hole needs and site conditions present.

Since the number of THs will be limited, they should only be performed on the more costly, most critical utilities. THs will not only validate the QLB data but will also provide the exact depth, size, type and condition of the utility in question. With this information, project designers can now make intelligent decisions by adjusting their design as necessary to avoid costly conflicts.

#### **Sequence of events...**

- Mobilize a 2-man crew (2 SUE techs)
- The SUE crew will begin designating
- Week 3- SUE crew will mobilize with surveyor- SUE crew will finish remaining areas while surveyor surveys all previous designations. Crews will demobilize.
- The data will be processed and put into Microstation
- The utility file will be reviewed
- The UTLE file with QLB data will be submitted to the City of Augusta
- City to review and confirm test hole locations



- Once test hole locations are confirmed, Atlas will mobilize a 3-man crew and vacuum excavation truck (2-man SUE crew and surveyor to aid with efficiency)
- The SUE lead will remark the target utility at the conflict so the crew can begin excavation
- Once all THs are staked the SUE lead will assist the SUE crew
- Once the utility is exposed, the utility will be identified and the size and type recorded. The utility will be surveyed and a before, during and after picture will be taken. The material removed from the TH will be replaced in the hole, compacted accordingly and the area left as originally found.
- The data will be processed and put into CADD
- The utility file will be reviewed along with the test hole data sheets
- The UTLE file with TH data will be submitted

### **Project Assumptions:**

#### **SUE QL-B**

- SUE QL-B limits are in twenty (20) areas along the Broad St corridor from 15<sup>th</sup> St to Highway 78. See attached exhibit. Assume 19,850 linear feet of utilities, along with 55 sanitary manhole inverts.
- Includes full records research and GA-811 notification with utility owners provided
- Designation of underground utilities including sanitary sewer force mains
- Includes gravity sewer system connectivity and inverts
- Includes survey of utilities. Survey control is to be provided.
- Includes CAD
- Includes approved GSA rate for mobilization and demobilization
- Assume 10hr days
- Assume 3 weeks field work

#### **SUE QL-A**

- Per TH
- Assume 3 holes/day
- Includes a 3-man crew
- Includes 10 hr. days
- Includes survey and CADD.
- Includes per diem
- Traffic control not included for TH in the road
- Includes Management and QA/QC

### **DELIVERABLES:**

- UTLE.dgn file of all SUE QL-A and B (no plans)- InRoads



- SUE QL-A test hole table and data forms that include TH pictures for completed test holes

**SCHEDULE:**

- Field work can be scheduled within 1 weeks of Notice to Proceed
- QL-B – 3 weeks of field work, 2 weeks for CAD and QA/QC
- Deliverables will be provided within 5 weeks of beginning field work (weather permitting).

**FEE STRUCTURE:**

The lump sum-based fee for our services will be billed as follows:

Description	Fee	
SUE QL-B	LS	\$49,670
SUE QL-A (# of THs TBD)	TH <sup>(ea)</sup>	\$1,550
Note: QL-A allowance=\$77,500		

**INVOICES:**

Invoices for the work will be submitted on the first day of each month and are due payable in full within 30 days.

**SERVICES NOT INCLUDED:**

- Does not include UIA

**LIMITATIONS/EXCLUSIONS:**

This proposal is considered valid if signed before March 29<sup>th</sup>, 2024 and remains in effect for one year. Please sign and return a copy of this proposal for our records.

The Terms and Conditions for our services are attached.

**Atlas**

**City of Augusta**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_





**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





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Construction Monitoring and Quality Assurance/Quality Control and  
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<b>VENDORS</b>	<b>Attachment "B"</b>	<b>E-Verify</b>	<b>Save Form</b>	<b>Addendum 1</b>	<b>Fee Proposal</b>	<b>Original</b>	<b>7 Copies</b>
<b>EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907</b>	<b>Yes</b>	<b>324715</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>





## Office of the Administrator

**Takiyah A. Douse**  
Interim Administrator

December 6, 2022

**Dr. Hameed Malik, Director**  
**Engineering and Environmental Services Department**  
452 Walker Street, Suite 110  
Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Tuesday, December 6, 2022, the Augusta, Georgia Commission, acted on the following items:

29. Approved 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 \$258,090.00 for 5th & 6th Streets Improvements Projects. **RFP 19-179 / Requested by Engineering**
30. Approved award of Construction Contract to Reeves Construction, subject to Value Engineering and in the amount of \$10,041,083.90, for Transportation Investment Act (TIA) Projects, 5th Street & 6th Street Improvements Projects, subject to receipt of signed contracts and proper bonds. **RFP 22-258 / requested by Engineering.**
33. Approved supplemental funding (SA3) for Engineering Phases of Design Consultant Services Agreement to Hussy Gay Bell (HGB) in the amount of \$71,695 for the Broad Street Improvements. **RFP 18-311 / requested by the AED.**
34. Approved entering into a Franchise Agreement (Agreement) with Comcast of Georgia/South Carolina LCC. Also approve the Agreement to be executed by Augusta, GA Legal Counsel and the Mayor.
35. Approved supplemental funding (phase 2 funding) in the amount of \$2,500,000.00 for Warren Lake in-progress dredging under Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator Dredging for continuation of Warren Lake dredging & sediments removal & disposal. **RFP 20-224/ Requested by Engineering.**
36. Approved Additional Supplemental funding for Completing In progress Rehabilitation of Augusta Landfill Phase 3 Active Phase Service Road & associated repairs in the amount of \$225,120.30. Requested by Engineering. **RFP 16-161 - 22ENG115**
38. Approved Task Order four (SA4) funding for Drainage System Assessment, Verification and Drainage Improvements Engineering Services Agreement to Ardurra (former Constantine Engineering) in the amount of \$49,575.00 for Overton Road Drainage Sub-basin design phase services. **RFQ 19-148 / requested by Engineering.**



39. Approved award of Construction Contract to E R Snell Contactor, Inc. subject to Value Engineering and in the amount of \$25,132,471.20 for Transportation Investment Act (TIA) Projects, Telfair Street & 13th Street Improvements Projects, subject to receipt of signed contract and proper bond. RFP 22-195 / requested by Engineering.

40. Approved Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$174,702.50 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project. Requested by Engineering. RFQ 17-127

48. Approved the installation of six (6) speed humps along Elders Drive between Harper Franklin and Billie J Drive per Augusta speed hump adopted Policy. Also approve construction funds in amount of \$30,000.

If you have any questions, please contact me.

In Service,



Takiyah A. Douse  
Interim Administrator

TAD/nd





## Commission Meeting

March 5, 2024

### Acquisition of right of way to Richmond County, Georgia from Susanne Paradis - Parcel 27

<b>Department:</b>	LAW	
<b>Presenter:</b>	Wayne Brown, General Counsel	
<b>Caption:</b>	Motion to <b>authorize</b> condemnation to acquire title of a portion of property for right of way (Parcel 004-3-030-00-0) 3047 Dennis Road. <b>(Approved by Engineering Services Committee February 27, 2024)</b>	
<b>Background:</b>	The City has been unable to come to an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,341 square feet of temporary easement. The appraised value is \$536.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 330-041110-54.11120
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	





## Commission Meeting

March 5, 2024

FY24 GCIP Grant award for a Finance Internship

**Department:** Finance Department

**Presenter:** Donna Williams

**Caption:** Motion to **accept** the FY24 GCIP Grant award for Finance Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of **\$3,259.50. (Approved by Finance Committee February 27, 2024)**

**Background:** The intern can perform their internship at any time from May 1, 2024-September 1, 2024. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted.

**Analysis:** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 wages and benefit for the internship.

Wage:	\$3,000.00
FICA:	\$229.50
Worker's Compensation:	\$30.00
Total:	\$3,259.50

**Financial Impact:** \$3,259.50

**Alternatives:**

1. To approve the motion
2. To move to no action

**Recommendation:** 1. To approve the motion

**Funds are available in the following accounts:** Budgeted in 220-02-2628

**REVIEWED** N/A

**AND**

**APPROVED BY:**



AUGUSTA, GEORGIA  
New Grant Proposal/Application

Item 18.

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**

PR000472    HR    FY24 GCIP Summer Intern Program-HR

The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. HR needs the interns to enhance our ability to accomplish our strategic goals, recruit top talent, and build strong relations within the community and with our students. / Local match required: No / EEO Required: No / EEO Dept Notified: No

**Start Date:** 05/01/2024

**End Date:** 09/01/2024

**Submit Date:** 11/15/2023

**Department:** 016

Human Resource

**Cash Match?**

N

**Total Budgeted Amount:** 6,500.00

**Total Funding Agency:**

6,500.00

**Total Cash Match:**

0.00

**Sponsor:** GM0022

ACCG Civic Affairs Foundation

**Sponsor Type:**

**Purpose:** 13

Community

**Flow Thru ID:**

**Contacts**

Type	ID	Name	Phone
I	GMI055	Whitney Sims	(706)821-2511

**Approvals**

Type	By	Date
FA	A. ROOKARD	11/28/2023

**Dept. Signature:**

**Grant Coordinator Signature:** *MTC 11/29/2023*

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*

Finance Director

*11-29-2023*

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

*A. House*

Administrator

*12/1/23*

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.



# ACCG Civic Affairs Foundation

## MEMORANDUM

**To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2024 Grant Period**

**From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation**

**Re: County Grant Information Packet and Grant Agreement**

**Date: February 7, 2024**

---

Congratulations on being a grant recipient for the Summer 2024 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2024-September 1, 2024. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 11, 2024. **Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.**

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to return it as soon as possible so that it can be finalized by the Foundation. When an intern has been hired, the Foundation should be notified, and a copy of the Intern Consent Form and the Intern Information Form should be submitted as soon as possible, but no later than **July 15, 2024**. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program you are aware that we request that the intern evaluation form and photo(s) of the intern be submitted. In that past this has been an optional requirement, but it is now mandatory. Please ensure that both are submitted in order to be eligible for the reimbursement.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor's guide. The grant agreement is included in a separate attachment and includes the



# ACCG Civic Affairs Foundation

following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement form 5) intern evaluation form, 6) the intern consent form, and 7) the intern information form.

**In order to receive the grant funds, the county must submit the following to the Foundation:**

- 1) Signed Grant Agreement – as soon as possible**
- 2) Signed Intern Consent Form – beginning of the internship but no later than July 15, 2024**
- 3) Signed and Completed Intern Information Form – beginning of the internship but no later than July 15, 2024**
- 4) Intern Photo – by September 1, 2024 (head shot and action photo)**
- 5) Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 11, 2024**
- 6) Signed and Completed Grant Reimbursement Form – by October 11, 2024**
- 7) Proof of Payment – by October 11, 2024**
- 7) Completed Intern Evaluation – by October 11, 2024**

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers' compensation coverage, and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. **Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.**

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-992-8737.

Thanks again for your participation in this program.





## Georgia County Internship Program (GCIP) County Check List

- ☐ Read all provided information before completing required forms
- ☐ The **Grant Agreement** needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation **as soon as possible**. The Foundation will then sign the agreement and return it to the County.
- ☐ Send Foundation internship job posting and advertise locally **as soon as possible**
- ☐ Complete, sign and submit the **Intern Information Form** to the Foundation **at the beginning of the internship, but no later than July 15, 2024** (must be signed by intern and intern supervisor)
- ☐ Intern to complete and sign **Intern Consent Form** and submit to the Foundation **at the beginning of the internship, but no later than July 15, 2024**
- ☐ Submit photo(s) of Intern (head shot and action shot) by **September 1, 2024**
- ☐ Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by **October 11, 2024**
- ☐ Submit proof of payment to the Foundation by **October 11, 2024**
- ☐ Submit Intern Evaluation to the Foundation by **October 11, 2024**



# ACCG Civic Affairs Foundation

## Georgia County Internship Program (GCIP) Frequently Asked Questions

### **Will the grant contract need to be approved by the board of commissioners?**

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

### **What qualifications does an intern have to meet?**

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students who are dually enrolled in a college program and are 16 years of age or older may also participate.

### **How many hours should an intern work and how should this time be scheduled?**

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

### **When can internships be completed?**

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

### **What if my intern doesn't complete the full 200 hours?**

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.



While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

**My county was awarded one internship. Can I split the grant to hire two interns?**

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

**How much do interns get paid under GCIP and how is this funded?**

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2024 grant period is \$15.00 per hour. Interns cannot be paid less than \$15.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed \$3000 in wages, \$229.50 in FICA, and up to \$30 in workers' compensation costs for a maximum reimbursement of \$3259.50 per intern. An intern paid using GCIP grant funds must be covered under the county's workers' compensation plan.

If a county wants to pay an intern more than \$15.00 per hour, that amount over \$15.00 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over \$15.00 per hour nor does it pay for more than 200 hours of employment during any grant period.

**Can the county extend the internship beyond the 200 hours/grant period?**

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

**What if an intern needs academic credit?**

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

**What if my county has already hired an intern for the grant period?**

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

**Who is responsible for recruiting interns?**

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.



The Foundation will assist in this process by posting county positions on its website [www.civicaffairs.org](http://www.civicaffairs.org) to provide statewide exposure to interested students and sharing these postings with career service directors across the state. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

**What happens if a county is not able to recruit an intern for its GCIP grant?**

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

**What if the grant project cannot be performed as provided in the county application ?** Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

**Can interns perform private projects for elected officials or staff?**

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

**Can interns work on political campaigns?**

Interns funded by GCIP are prohibited from participating in any type of political campaign work.





## **Georgia County Internship Program**

### **County Intern Supervisor's Guide**

#### ***Welcome to the Georgia County Internship Program!***

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at [www.civicaffairs.org](http://www.civicaffairs.org) to learn more about project ideas and how other counties are utilizing interns.



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## **The Interview Process**

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

### ***Sample Intern Interview Questions***

1. What attracted you to this internship opportunity?
2. How does this internship fit into your schedule and educational goals?
3. What do you hope to gain from this experience?
4. Do you have any knowledge or experience with local government issues?
5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?
6. Do you have experience working with customers/clients?
7. Any questions?



### Sample Internship Offer Letter

Dear \_\_\_\_\_,

It is with great pleasure that I offer you the position of \_\_\_\_\_ internship with \_\_\_\_\_ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins \_\_\_\_\_ and ends \_\_\_\_\_. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work \_\_\_\_\_ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid \_\_\_\_\_ (weekly/monthly) at an hourly rate of \$\_\_\_\_ (there are no benefits associated with this position.) As part of the \_\_\_\_\_ County team, it will be important to note and adhere to \_\_\_\_\_ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to \_\_\_\_\_ County.

Sincerely,

\_\_\_\_\_

\_\_\_\_\_ County Internship Supervisor



### Sample Internship Rejection Letter

Dear \_\_\_\_\_,

I enjoyed meeting with you on \_\_\_\_\_ regarding the \_\_\_\_\_ internship position with \_\_\_\_\_ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

\_\_\_\_\_

\_\_\_\_\_ County Internship Supervisor



### Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

#### ☐ Prepare an Intern Manual

**Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.**

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

#### ☐ Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)

#### ☐ Set aside space for the intern to work (desk, office, cubicle, etc.)

#### ☐ Set up passwords for computers and/or phones if needed

#### ☐ Order name badge or employee ID if required

#### ☐ Send email to the intern regarding the 1<sup>st</sup> day of work (provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.)

#### ☐ Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)

#### ☐ Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information, grant paperwork, etc.)



**Sample Internship Project Plan**

\_\_\_\_\_ County

**Project Assigned:**

\_\_\_\_\_

**Project Details:**

\_\_\_\_\_

**Project Deadline:**

\_\_\_\_\_

**Recommended Resources:**

\_\_\_\_\_

**(Insert time frame) Tasks:**

\_\_\_\_\_

**(Insert time frame) Tasks:**

\_\_\_\_\_

**Mid-Project Review Date:**

\_\_\_\_\_

**(Insert time frame) Tasks:**

\_\_\_\_\_

**Final Project Review Date:**

\_\_\_\_\_



### Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

**GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Form to the Foundation** as part of the grant paperwork.

### Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.



### Sample Internship Work Schedule (for a 12 Week Internship)

**Sample Project Assigned:** Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

**Project Details:** By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

**Project Deadline:** End of Internship

#### Sample Project Schedule:

**Weeks 1-4:** Review all records currently in manager's office. Provide an inventory of each record.

**Weeks 5-6:** Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

**Weeks 7-8:** Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

**Weeks 9-10:** Create database and input approved inventory list by category. Create queries as needed.

**Weeks 11-12:** Draft directions on how to use database and retention schedule



**Georgia County Internship Program (GCIP) Intern Evaluation Form**

*Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at [mnesmith@accq.org](mailto:mnesmith@accq.org).*

**Name:** \_\_\_\_\_

**County:** \_\_\_\_\_

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



9. How did you hear about this internship opportunity?
  
  
  
  
  
  
  
  
  
  
10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?
  
  
  
  
  
  
  
  
  
  
11. Do you have any recommendations on how this program can be improved?



### **County Considerations for Future Internships**

The Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

#### **Questions about the Project(s) Assigned:**

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much "down time"? Was enough work available for the intern?
3. Was the type of project assigned suitable for the student hired (high school, college, or graduate student)? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

#### **Questions about Supervision of the Intern:**

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

#### **Questions about Possible Future Requests for GCIP Intern Grant Support:**

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are high school, undergraduate, or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?



# ACCG Civic Affairs Foundation

## GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and \_\_\_\_\_ County (“**COUNTY**”), having its principal office at \_\_\_\_\_.

In exchange for valuable consideration, the parties agree as follows.

### I. GENERAL TERMS.

#### A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

#### B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### A. Use of Grant Funds.

##### 1. Amount of Reimbursement



# ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

## III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information



# ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
  2. **Fair Labor Standards Act**
  3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).



# ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

## IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

## V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another



# ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

## VI. **Access to Records, Records Retention, and Investigation**

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

## VII. **Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

## VIII. **Program Publicity and COUNTY Participation**

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.



# ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

## **XII. CONTRACT EXHIBIT INCLUSION:**

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form



# ACCG Civic Affairs Foundation

**COUNTY:**

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2024

This \_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY CLERK CERTIFICATION:**

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk



# ACCG Civic Affairs Foundation

February 6, 2024

Ms. Nancy He and Ms. Rachel McFatridge  
535 Telfair Street  
Augusta, GA 30901


Dear Ms. He and Ms. McFatridge,

I am pleased to inform you that Augusta-Richmond County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Finance Department Intern** project to cover **one internship**. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Garnett Johnson  
Lena Bonner  
Takiyah Douse





## Georgia County Internship Program Grant Application Summer 2024

Applicants should read the entire GCIP Application Packet prior to completing this form.

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.**

The application deadline for the 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org).

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.





## Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	
Verizon Grant	

## Section II: General Grant Information

County Name:	Augusta Richmond County
County E-Verify Number:	46923
Number of Interns Requested:	1

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	____ \$600 (25%) ____ Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities. )</i>			

Name of Grant Coordinator or other Primary Contact:	Nancy He / Rachel McFatridge		
County:	Augusta Richmond County		
Department:	Finance Department		
Position:	Grants Compliance Manager / Budget Supervisor		
Address:	535 Telfair Street, Augusta, GA 30901		
Email:	<a href="mailto:mhe@augustaga.gov">mhe@augustaga.gov</a>	Phone:	706-821-2581 / 706-821-2427
	<a href="mailto:rmcfatridge@augustaga.gov">rmcfatridge@augustaga.gov</a>		

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$3,000 plus FICA and WC supplement)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
--	------------------------------	--





What amount?	\$:	
<b>OR</b>		
Is the county providing additional funding? (on top of the grant amount)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What amount?	\$:	
Who will be the supervisor for the intern?		
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact		
<input type="checkbox"/> Other		
Name:		
Department:		
Position:		
Address:		
Email:		Phone: <input checked="" type="checkbox"/>
Has this individual previously supervised interns?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If Yes, who will provide it:		
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county ever had an intern in this field?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)		
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please describe:	Finance System in Central Square	
Please describe how your county plans to recruit and advertise the internship position:		
The position will be advertised through GovernmentJobs.com, which is our primary job board that we use for our recruitment. In addition, the bulletin will be sent to our list of colleges/universities. All candidates will need to submit an application along with their transcripts. All applications will be reviewed and qualified applicants will be interviewed.		





### **Section III: Project Description and Intern Position Title**

#### **Project Information**

Internship position title:	Finance Department Intern
----------------------------	---------------------------

**In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship.** More information can be found in the GCIP Application Process and Guidelines document.

**The internship enables opportunities for students to gain real-world experience by working on a wide range of accounting projects in an office environment. This position is available for undergraduate students to participate in supervised practical training in a professional field. Assists in the completion of routine and non-routine tasks; assists in the analysis, investigation and solution of problems; and assists in developing electronic and hard copy documentation as required. Augusta Richmond County Finance Department is seeking interns with strong work ethics who are highly motivated, organized, and detail oriented. The selected candidate will be under general supervision, working on routine projects with general instruction, to include but not limited to the following:**

- Prepare excel budget worksheet.
- Analyze financial data.
- Perform research for budgeting and financial forecasting.
- Check financial documents and journal entries for accuracy.
- File documents.
- Provide administrative support as needed.

**To qualify, interns must be currently enrolled in an undergraduate or graduate program, have graduated college within one year of the internship start date.**





There is increased difficulty in finding suitable finance and accounting candidates. Recent studies by accounting today and Robert Half show that a vast majority of accountancy and finance employees report that one of their top challenges is a shortage of suitable candidates. The internship will enhance our ability to identify great talent, build connections, and eventually hire the right people. It could be the solution to your hiring needs in a competitive labor landscape. Current vacancies and more upcoming retirements have created understaffing resulting in a backlog of tasks, missed deadlines, and the assignment of additional duties to current employees. Having an intern can help to expand our candidate pool. An intern is an effective way to evaluate the talent of future hires, leading to a possible job offer at the end of the internship. The internship will benefit Augusta Richmond County by fulfilling civic and professional responsibility. Hiring an intern is an excellent way to give back by providing the students in the community with the unique opportunity of really getting to know who they really are as individuals and to identify their strengths and weaknesses.

For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).





## Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, \_\_\_\_\_, acknowledge that \_\_\_\_\_ County used the E-Verify program to verify the employment eligibility of \_\_\_\_\_, GCIP summer intern, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization





## Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: \_\_\_\_\_

Requested By: \_\_\_\_\_

### Intern Information

Name: \_\_\_\_\_

Department Hired: \_\_\_\_\_

Number of Hours Worked: \_\_\_\_\_

Cost of Wages: \_\_\_\_\_

Cost of FICA: \_\_\_\_\_

Cost of Worker's Compensation: \_\_\_\_\_

Total Amount of Reimbursement Requested: \_\_\_\_\_

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.



I, \_\_\_\_\_, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 11, 2024**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Georgia County Internship Program (GCIP) Intern Evaluation Form

*Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org).*

Name: \_\_\_\_\_

County: \_\_\_\_\_

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?









## Georgia County Internship Program (GCIP)

### INTERN CONSENT FORM

I, \_\_\_\_\_, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and \_\_\_\_\_ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

\_\_\_\_\_  
Signature of Intern

\_\_\_\_\_  
Date



# ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University/ Highs School Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

***This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.***





## Commission Meeting

March 5, 2024

### AO RCMO Expanded Litter Program

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<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to <b>approve \$140,000</b> for the creation of one <b>(1)</b> Deputy Marshal, one <b>(1)</b> Corporal, and the purchase of safety gear, in support of the Marshal's Office Expanded Litter Program funded from <b>Contingency Fund. (Approved by Public Safety Committee February 27, 2024)</b>
<b>Background:</b>	The Marshal's Office Expanded Litter Program was eliminated in response to the Commission's one percent cut of the Administrator's Proposed Budget for Fiscal Year 2024, as a result the two positions and equipment needed were not included in the FY24 budget.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve \$140,000 for the creation of one (1) Deputy Marshal, one (1) Corporal, and the purchase of safety gear, in support of the Marshal's Office Expanded Litter Program.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Commission Meeting

March 5, 2024

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the Regular Meeting of the Commission held <b>February 20</b> and Special Called Meeting held <b>February 27</b> , 2024.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## COMMISSION MEETING MINUTES

Commission Chamber  
 Tuesday, February 20, 2024  
 2:00 PM

### PRESENT

Mayor Garnett Johnson  
 Commissioner Brandon Garrett  
 Commissioner Jordan Johnson  
 Commissioner Bobby Williams  
 Commissioner Sean Frantom  
 Commissioner Francine Scott  
 Commissioner Catherine Smith-McKnight  
 Commissioner Stacy Pulliam  
 Commissioner Tony Lewis  
 Commissioner Wayne Guilfoyle

### ABSENT

Commissioner Alvin Mason

### INVOCATION

Pastor Luke Niday, Assistant Pastor, Local Outreach and Mercy, First Presbyterian Church Augusta

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

### RECOGNITION(S)

**A. Congratulations!** 2024 January Years of Service (25-50 year) recipients.

Presentations are made to the 2024 January Years of Service recipients.

### CONSENT AGENDA

*(Items 1-20)*

### PLANNING

1. **Z-24-05** –A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Olde Town Augusta, LLC, requesting a **rezoning from zone R-3C (Multiple-family Residential) to zone B-1 (Neighborhood Business)** affecting property containing approximately 0.17 acres located at 602 Third Street. Tax Map #047-4-350-01-0.  
**DISTRICT 1**

Motion to approve.



Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

- 2. Z-24-06** – A request for concurrence with the Augusta Planning Commission to DENY this petition by Charlotte Garnes requesting a rezoning from zone **R-1A (One-family Residential)** to **zone R-3A (Multiple-family Residential)** affecting property containing approximately 0.26 acres located at **3202 Rushing Road**. Tax Map #121-2-091-00-0. **DISTRICT 5**

Motion to approve the petition.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 3. SE-24-01** – A request for concurrence with the Augusta Planning Commission to DENY this petition by Charlotte Garnes requesting a **special exception** per Section 16-2(g) of the Comprehensive Zoning Ordinance to establish a lodging or boarding house affecting property containing approximately 0.26 acres located at **3202 Rushing Road**. Zoned **R-1A (One-family Residential)**. Tax Map #121-2-091-00-0. **DISTRICT 5**

Motion to approve the petition.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 4. Z-24-07** – A request for concurrence with the Augusta Planning Commission to DENY this petition by Yurui Huang requesting a rezoning from zone **R-1A (One-family Residential)** to **zone B-1 (Neighborhood Business)** affecting property containing approximately 0.25 acres located at **3333 Wrightsboro Road**. Tax Map #041-4-038-00-0. **DISTRICT 5**

Motion to refer this item back to the Planning Commission for further review.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 5. Z-24-08** – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by J.B. Wall Investments requesting a rezoning from **zone R-1B (One-family Residential)** to **zone R-1C (One-family Residential)** affecting property containing approximately 0.41 acres located at **1513 C and S Drive**. Tax Map #041-4-089-00-0. **DISTRICT 2**

Motion to approve.



Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 6. Z-24-09** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Hull Barrett on behalf of Augusta National Inc, RC Eagle I, II, III, IV & V, LLC, and et. al., requesting a **rezoning from zone R-1 (One-family Residential), R-1A (One-family Residential), R-3A (Multiple-family Residential), R-3B (Multiple-family Residential), PUD (Planned Used Development), P-1 (Professional/Office), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business)** affecting properties containing approximately 506.19 acres located at **2708, 2712, 2713, 2722, 2724, 2726 Cherry Lane, 100, 229, 313, 327, 329, 335 344, 347, 349, 353, 355, 357, 360 and 420 Berckmans Road, 319, 321, 325, 330, 331, 346, 347, 350, 351, 354, 355 and 374 Heath Drive, 2704 and 2709 Hillside Lane, 2604, 2700, 2702, 2728 Washington Road, 2604 Washington Road (Tracts 1-6), 2716-2720 Washington Road (even #s), 2732-2742 Washington Road (even#s), and 1117 Stanley Drive** (54 tax parcels). A complete list of tax parcels is available in the Planning and Development office upon request. **DISTRICT 1 & 7**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 7. Z-24-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Bowen A. Klosinski on behalf of Parker South, LLC, requesting a **rezoning from zone R-1C (One-family Residential) to zone R-2 (Two-family Residential)** affecting property containing approximately 0.16 acres located at **1720 Watkins Street**. Tax Map #035-4-191-00-0. **DISTRICT 1**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 8. Z-24-11** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Locke McKnight on behalf of Stables Management Development requesting a **rezoning from zone R-1C (One-family Residential) and R-3B (Multiple-family Residential) to zone R-3C (Multiple-family Residential)** affecting properties containing approximately 3.21 acres located at **728 Heard Avenue and 2083 Heckle Street**. Tax Map #035-3-215-00-0 and 035-3-238-00-0. **DISTRICT 3**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle



## **PUBLIC SERVICES**

9. Motion to **approve one-year suspension** of the Alcohol License for Allen Vonceillies, **Club Climax a/k/a Club Rain, 1855 Gordon Highway**, for failure to comply with Augusta-Richmond County Alcohol Ordinance. **(Approved by Public Services Committee February 13, 2024)**

Motion to approve placing this business on six months' probation.

Motion made by Williams, Seconded by Garrett.

No action is taken on this motion due to the passage of the substitute motion.

Substitute motion to refer this item back to the next Commission meeting on March 5, 2024.

Motion made by Frantom, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Guilfoyle

Voting Nay: Lewis

Motion carries 8-1.

10. Motion to **approve** FAA Reimbursable Agreement Masters 2024. Approved by the Augusta Aviation Commission on January 25, 2024. **(Approved by Public Services Committee February 13, 2024).**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. Motion to **approve** the recommendation of the Administrator to allow Planning & Development, the Administrator, and the Law Department to work together to formulate a letter to send to the owners of the Super 8 Hotel/Washington Road outlining some expectations relating to a disciplinary process whereby the individual is first warned and then some additional discipline that could occur if their behavior continues. **(Approved by Public Services Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **ADMINISTRATIVE SERVICES**

12. Motion to **approve** utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of two Chevrolet Tahoes at a total cost of \$118,857.40 from Hardy Chevrolet for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee February 13, 2024)**

Motion to approve.



Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

13. Motion to **approve** the amendment of Purchase Order P434867 for Diamond Lakes Scoring Towers to add an additional **\$154,687.75** for additional work completed. Additional funds will be taken from SPLOST 8 Facility Maintenance/ Existing Facilities (including Craig Houghton). **(Approved by Administrative Services Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **approve** streaming the **Planning & Zoning Commission** and Board of Zoning Appeals meetings online. **(Approved by Administrative Services Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

15. Motion to **approve** the recommendation of the Administrator to allow the Augusta Rowing Club to remain in their current location on the lower level of the Augusta Boathouse and to utilize the remaining funds in SPLOST allocated for the Boathouse for stabilization efforts to include the **demolition of the deck, the removal of the HVAC system, mold remediation in the facility, the removal of the insulation and the girders on the first floor and the construction of access steps to gain entry into the interior of the building from the front** with an estimated funding cost of **\$400,000** for the project. **(Approved by Administrative Services Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **ENGINEERING SERVICES**

16. Motion to **approve** funds for extending the contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. **(Approved by Engineering Services Committee February 13, 2024)**

Motion to approve.



Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

17. Motion to **approve** Amendment No. 11 to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities. **(Approved by Engineering Services Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **PUBLIC SAFETY**

18. Motion to **approve** the Statewide Mutual Aid and Assistance Agreement between Augusta, GA, GEMA, and Homeland Security and to authorize the mayor to execute all appropriate documents. **(Approved by Public Safety Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

19. Motion to **approve** the purchase of a GPS system (vendor: UniteGPS) for the Richmond County Sheriff's Office vehicles. (RFP 21-121) **(Approved by Public Safety Committee February 13, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **PETITIONS AND COMMUNICATIONS**

20. Motion to **approve** the minutes of the Augusta Commission held January 16, 2024 and February 6, 2024 regular meetings and the Special Called Meetings held January 30, 2024 and the February 13, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.



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

Item 20.

**AUGUSTA COMMISSION  
REGULAR AGENDA**

(Items 21-30)

**ADMINISTRATIVE SERVICES**

21. Receive a recommendation from the Central Services Department regarding a different design/concept for the **Edward M. McIntyre sign(s) for Riverwalk. (No recommendation from Administrative Services Committee February 13, 2024)**

Motion to approve accepting the original design without the logos and using green lettering.

Motion made by Johnson, Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

**FINANCE**

22. Motion to **approve** moving the SPLOST 9 planning work session from Wednesday, February 21, 2024, at 2pm to Wednesday, February 28, 2024, at 10am.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

23. Request to approve Augusta Commercial Property Insurance coverage for 2024 offered through Affiliated FM, current carrier, for a premium of \$938,639 for full blanket coverage and limited flood coverage in flood prone areas.

Motion to approve.

Motion made by Guilfoyle, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

24. Motion to approve continued service with CorVel, Third Party Workers Compensation Provider, renewal for Year 5.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.



25. Approve Excess Workers' Compensation Insurance with Safety National Casualty with state limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$546,894.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

26. The New Arena Intergovernmental Agreement (IGA) describes the terms and responsibilities between Augusta and the Augusta Richmond County Coliseum Authority for the issuance of bond and construction of the New James Brown Arena (JBA).

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

27. Update from the Interim Administrator regarding the URA revenue bond.

Motion to approve allowing the Administrator to meet with the Sheriff regarding him conducting a jail population review and come back with an update within the next 30 days.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **PUBLIC SAFETY**

28. Discuss security, licensing and even possible closing of Smart Grocery on Wrightsboro Road and Olive Road Convenience Store (**Glendale Community**) after several shootings which a few have been fatal. (**No recommendation from Public Safety Committee Meeting February 13, 2024**)

Motion to approve having the Planning & Development Department move forward with the creation of an agenda item to place the Smart Grocery on six months' probation or some other type of disciplinary action and to provide the owners with the proper notice of their intention to take such action.

Motion made by Johnson, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Voting Nay: Guilfoyle

Motion carries 8-1.

29. Motion to approve the attached salary compression and retention plan, to include new salary structure and proposed funding source, for the Augusta Fire Department.

Motion to approve.



Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

## **LEGAL MEETING**

**A.** Pending and Potential Litigation

**B.** Real Estate

**C.** Personnel

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

## **ADDENDUM ITEM**

1. Motion to approve entering into a Memorandum of Understanding between Augusta and the Greater Augusta Arts Council for the commissioning and installation of a commemorative art sculpture honoring the historical African American caddies of Augusta and to authorize the Mayor to execute the MOU and all related documents. (Approved by Public Services Committee on February 13, 2024 – inadvertently omitted from the agenda)

It was the consensus of the Commission that this item be added to the agenda without objection and included as part of the consent agenda.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle.

Motion carries 9-0.







CALLED MEETING

COMMISSION CHAMBER

February 27, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, February 27, 2024, the Honorable Garnett Johson, Mayor, presiding.

**PRESENT:** Hons. Williams, Mason, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

**ABSENT:** Hons. Johnson and Frantom, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon, ladies and gentlemen. Thank you for being here. Madam Clerk, I call this meeting to order. Attorney Brown.

**1. LEGAL MEETING**

**A. Pending and potential litigation**

**B. Real estate**

**C. Personnel**

**Mr. Brown: Good afternoon, Mayor Johnson and 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. Mason: Second.

Mr. Mayor: There's a motion and a second. Madam Clerk, we're voting.

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. We are now adjourned to executive session.

[EXECUTIVE SESSION]

Mr. Mayor: Madam Clerk, I call this meeting back to order. Attorney Brown.

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

**Mr. Brown: Thank you, Mayor Johnson. We would request a motion to execute the closed meeting affidavit.**

**Mr. Mason: So move.**



Ms. McKnight: Second.

Mr. Mayor: I have a motion and a second. Madam Clerk, we're voting.

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions as a result of our executive session?

**Mr. Brown: Yes, sir. We would request a motion to task the HR Director to bring back to the Commission next week a recommended recruitment process for the position of Director of Parks and Recreation for the City of Augusta.**

**Ms. McKnight: So move.**

Ms. Scott: Second.

Mr. Mayor: There's a motion and a second from the commissioner from the 9<sup>th</sup>. Colleagues, we're voting. Yes, sir, please restate the motion for clarity.

Mr. Brown: Motion to task the HR Director to bring back to the Commission next week a recommended recruitment process for the position of Director of Parks and Recreation for the City of Augusta.

Mr. Mayor: All right, there is a proper motion and a proper second. Colleagues, we're voting if there are no further questions.

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

**Mr. Brown: We request a motion to approve a three-year contract commencing February 29, 2024 for Scott Rountree to continue to serve as Chief Appraiser at the current annual salary of \$148,526 and benefits and other terms as set forth therein.**

**Mr. Guilfoyle: So move.**

Ms. Scott: Second.

Mr. Mayor: All right, there's a motion from Commissioner Guilfoyle, second by Commissioner Scott. Seeing no further questions, Madam Clerk, we're voting.

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Before I close this meeting I guess I need to announce that Administrative Services does not have a quorum today, correct? So if you're here



for Administrative Services if you are part of today's agenda, I have to inform you that we will not be covering Administrative Services today, that those agenda items will be forwarded to the next Commission meeting.

Mr. Williams: Mr. Mayor.

Mr. Mayor: Yes, sir.

Mr. Williams: I've got one item I need to ask the Administrator about.

Mr. Mayor: You have the floor, sir.

Mr. Williams: Ms. Bonner, I'm not sure if we can do this or not. This one item the Administrator has requested is for the Administrative Services Committee. Can we transfer that one over to the Public Services Committee or it has to stay on the Administrative Committee? I was going to ask the Administrator if that was something she wanted to do.

Ms. Douse: Commissioner, I can enter the item to appear on the agenda for next week.

Mr. Williams: And that's fine, okay.

Mr. Mayor: With that being said, Madam Clerk, I hereby close out this meeting and turn it over to the committee, Public Services Chairman.

[MEETING ADJOURNED]

Lena J. Bonner  
Clerk of Commission

#### CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, 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 February 27, 2024.

\_\_\_\_\_  
Clerk of Commission









## Commission Meeting

March 5, 2024

### Suspension of Alcohol License

<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Brian Kepner
<b>Caption:</b>	Motion to <b>approve one-year suspension</b> of the Alcohol License for Allen Voncelillies, <b>Club Climax a/k/a Club Rain, 1855 Gordon Highway</b> , for failure to comply with Augusta-Richmond County Alcohol Ordinance. <b>(Approved by Public Services Committee February 13, 2024) (Deferred from the February 20, 2024)</b>
<b>Background:</b>	Allen Voncelillies, Club Climax a/k/a Club Rain has a Business and Alcohol License to operate as an entertainment venue serving on premise beer, wine, and liquor with dance. The Sheriff's Office letter dated January 23, 2024, (see attached Sheriff's Office letter) requests a hearing before the Public Services Committee and the Augusta Commission to consider taking action against the Alcohol License for Allen Voncelillies, Club Climax a/k/a Club Rain, 855 Gordon Highway.
<b>Analysis:</b>	On January 23, 2024 approximately at 0200 hours a shooting occurred in front of the club located at 1855 Gordon Highway, Augusta Georgia (Club Rain). One person was shot and killed in the parking lot in front of the club. A prior incident occurred on December 16, 2023, where a person sustained a gunshot wound to his foot inside the club. The request is Augusta Public Service Committee to take action against the Alcohol License. The Alcohol License can be suspended, revoked, or placed on probation pursuant to the following violations and codes; Failure to maintain an orderly place of business, ALCOHOL CODE Section 6-2-21. (a) Owners and/or applicant, managers and employees shall be responsible for keeping an orderly place, and no patron shall cause a disturbance of any kind; nor shall any patron be allowed to stand, sit, mingle, or assemble outside the building, in parking lots or autos, and drink alcoholic beverages except as provided in subparagraph (b) hereof. Section 6-2-74. Any license issued under this Ordinance may be put on probation, suspended and/or revoked by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation, suspension or revocation of a license shall include but shall not be limited to, the following: (a) A violation of this Ordinance or any State or federal law governing the manufacture, transport, or sale of alcoholic beverages by the licensee or any person in his employ or in the employ of the



establishment for which the license was issued, and (c) Failure by the licensee, or any person in his employ or in the employ of the establishment for which the license was issued, to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises, or on any property owned or leased by the licensee, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of a licensed establishment, in order to protect the safety and well-being of the general public and of those using the premises.

**Financial Impact:** N/A

**Alternatives:** No action taken

**Recommendation:** Suspension of the Alcohol License for one (1) year for Allen Vonceillies, Club Climax a/k/a Club Rain, 1855 Gordon Highway, for failure to comply with Augusta-Richmond County Alcohol Ordinance.

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** N/A





# RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1400 Fax: 706.821.1014

January 23<sup>rd</sup> 2024

Carla Delaney  
Augusta-Richmond County  
Planning and Development  
1850 Marvin Griffin Rd  
Augusta, Ga. 30906

Re:)

Ms. Carla Delaney

On January 23, 2024 at approximately 0200 hours a shooting occurred in front of the club located at 1855 Gordon Hwy in Augusta Richmond County (Club Rain). One subject was shot and killed in the parking lot in front of the Club. Prior to this incident on December 16<sup>th</sup> 2023 a subject sustained a gunshot wound to his foot inside the club. The Owner of the business is the same owner of Level 9 who's business just came off of probation in November of 2023 due to the amount of violent crimes committed in and around his business.

Please consider this a formal request to bring 1855 Gordon Hwy Augusta GA (Club Rain) before the Augusta Richmond County Commission to have their Alcohol license considered to be revoked.

Respectfully  
Inv. Jose Ortiz





## Commission Meeting

March 5, 2024

Ms. Loriana Pope-Mathis

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Presentation by Ms. Loriana Pope-Mathis to discuss two properties on her street and holding the property owners more accountable. <b>(Deferred from the February 27, 2024 Public Services Committee Meeting)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

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

  x   Commission Date of Meeting   02-13-2024    
 Public Safety Committee Date of Meeting \_\_\_\_\_ Public  
 Services Committee Date of Meeting \_\_\_\_\_ Administrative  
 Services Committee Date of Meeting \_\_\_\_\_ Engineering  
 Services Committee Date of Meeting \_\_\_\_\_ Finance  
 Committee Date of Meeting \_\_\_\_\_

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

Name: \_\_\_\_\_   Loriana  

Pope-Mathis \_\_\_\_\_

   Address:   2706 fair oak Court Hepohizabh Georgia 30815  

Telephone

Number: 706

399-8452

Fax Number:

E-Mail Address:

  lorianapopemathis@gmail.com  

Landlords/Owners \_\_\_\_\_ **Caption/Topic of Discussion to be placed on the**

**Agenda: I want to discuss two properties on my street that property owners**

**have shown in the past and presently they don't care. The remedy I am looking**

**for is to hold property owners more accountable...**



**Thank you..Loriana Pope-Mathis**

**2706 Fairoak Court**

**Hephzibah Georgia 30815**

**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: nmorawski@augustaga.gov  
530 Greene Street  
Augusta, GA 30901**

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





## Commission Meeting

March 5, 2024

Mr. Brian Green

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Presentation by Mr. Brian Green regarding our City Charter and progress.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Nancy Morawski**

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**From:** Brian Green <briangreen2009@gmail.com>  
**Sent:** Thursday, February 22, 2024 4:18 AM  
**To:** Nancy Morawski  
**Subject:** [EXTERNAL] Request to appear before the Administrative Committee

Hello Ms Morawski,

I am requesting to appear before the Administrative Committee on February 27th 2024.

My subject matter will be: Our City Charter and progress.

Could you please let me know if you received this email.

Thanks,

B Green

[**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.]







- ck. past Comtee &  
Commission agendas for  
any items to go back  
on current agendas

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## Commission Meeting

March 5, 2024

### HCD\_ Residential and Land Acquisition Process Approval Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.
<b>Background:</b>	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.
<b>Analysis:</b>	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the community.</p> <p>See Attached Flow Chart</p>
<b>Financial Impact:</b>	Without Commission Approval of a Residential/Land Acquisition Procedural Process, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.
<b>Alternatives:</b>	Do not approve HCD's Request.



**Recommendation:** Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.

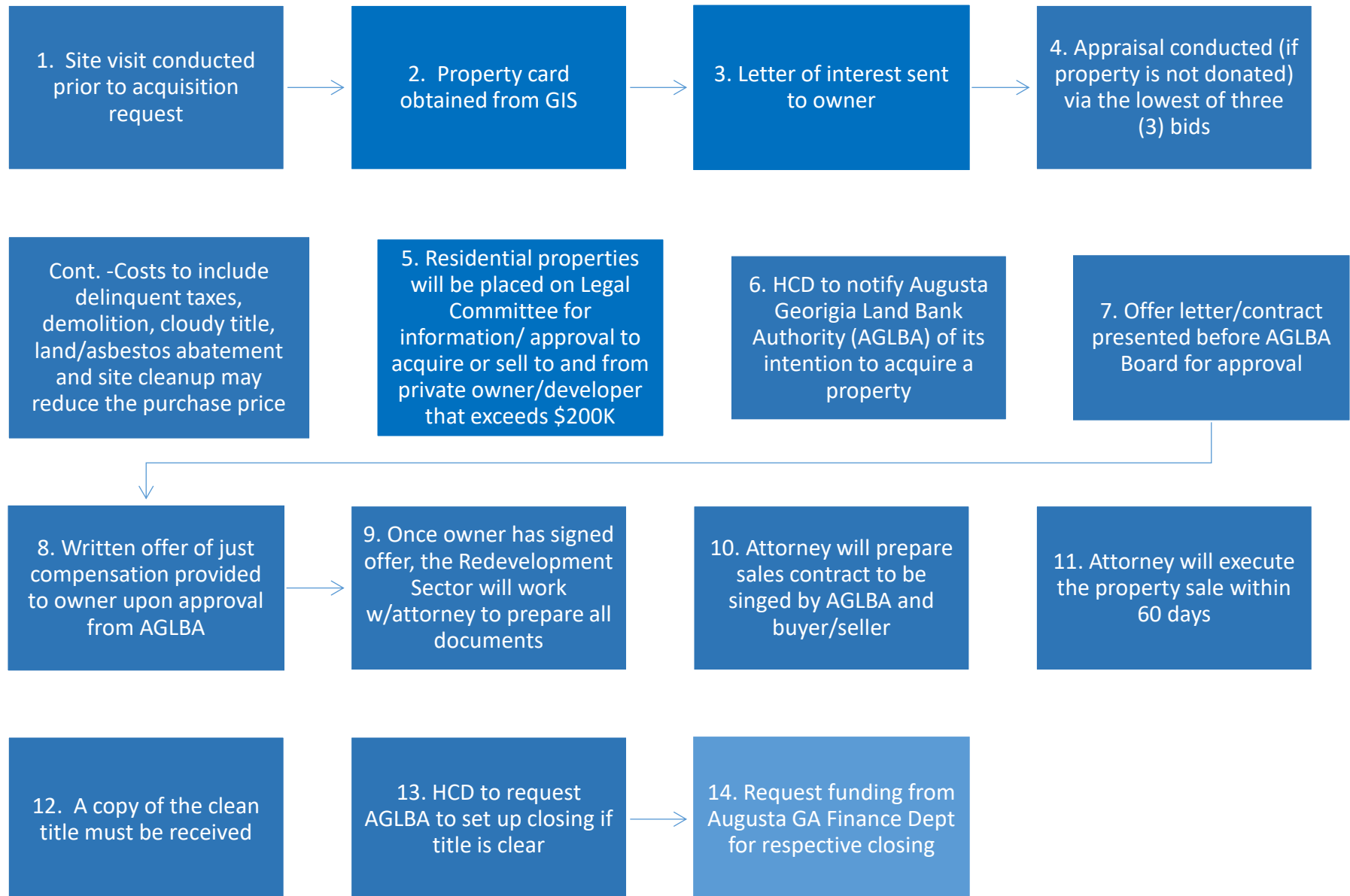
**Funds are available in the following accounts:** Not Applicable

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



# HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT AUGUSTA GEORGIA LAND BANK AUTHORITY ACQUISITIONS PROCESS RESIDENTIAL

Item 24.







## Commission Meeting

March 5, 2024

### HCD\_ Commercial Acquisition Process Approval Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.
<b>Background:</b>	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.
<b>Analysis:</b>	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the community.</p> <p>See Attached Flow Chart</p>
<b>Financial Impact:</b>	Without Commission Approval of a Commercial Acquisition Procedural Process, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.
<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.



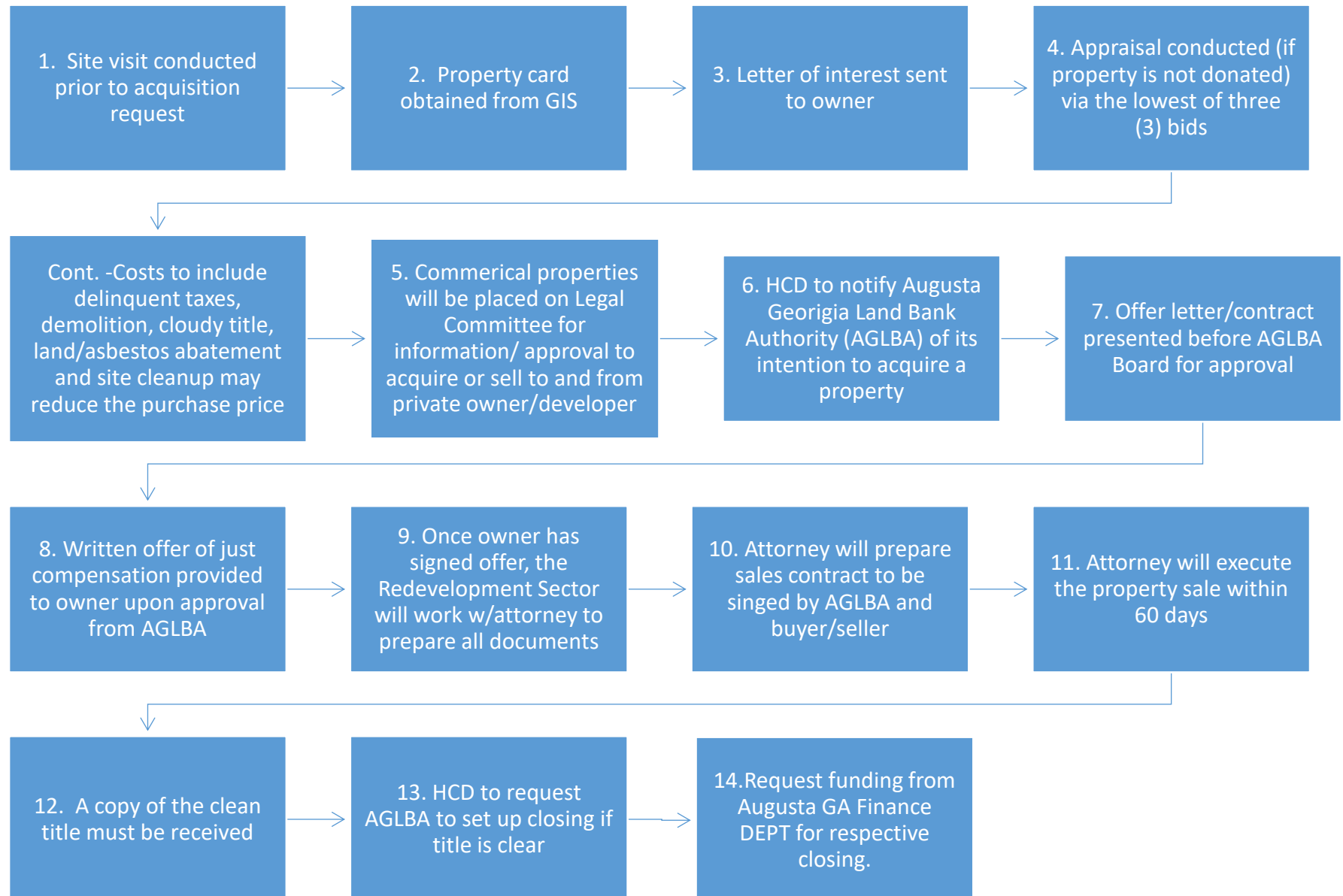
**Funds are available in** Not Applicable  
**the following accounts:**

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



# HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT AUGUSTA GEORGIA LAND BANK AUTHORITY ACQUISITIONS PROCESS COMMERCIAL

Item 25.







## Commission Meeting

March 5, 2024

HCD\_ Laney Walker/Bethlehem Zeta Xi Omega MOU Approval Request

Department:

Presenter:

Caption:

Background:

Analysis:

HCD

Hawthorne Welcher, Jr. and/or HCD Staff

Motion to approve Housing and Community Development Department’s (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13<sup>th</sup> Street, within Laney Walker/Bethlehem at a later date.

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project will involve the new construction of two (2) single family homes identified as 1103 and 1109 13th Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1103 13 <sup>th</sup> Street	Bid Forthcoming	New Construction / Land Infusion
1109 13 <sup>th</sup> Street	Bid Forthcoming	New Construction / Land Infusion
Augusta, GA 30901		

Note 1: HCD to bid these houses to eligible procured LWB Developers.

Note 2: There is no money associated with this agenda item.

The approval of the MOU will allow HCD to continue developmental conversations of two (2) single family work force housing units.



**Financial Impact:** Not Applicable

**Alternatives:** Deny HCDs Request

**Recommendation:** Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13<sup>th</sup> Street, within Laney Walker/Bethlehem at a later date.

**Funds are available in the following accounts:** Not Applicable

**REVIEWED AND**  
**APPROVED BY:**

Procurement  
 Finance  
 Law  
 Administrator  
 Clerk of Commission





## **Memorandum of Understanding**

### **Laney Walker / Bethlehem (LW/B) Revitalization-**

### **"Zeta Xi Omega Housing Foundation"**

This Memorandum of Understanding ("MOU") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Augusta, GA's Housing and Community Development Department (HCD) and Zeta Xi Omega Chapter Housing Foundation. HCD serves as Augusta, GA's manager for Laney Walker/Bethlehem (LW/B). Zeta Xi Omega Housing Foundation serves as a supportive services partner and as an investor/developer partner.

On March 13, 1955, Zeta Xi Omega Housing Foundation set out to establish a rich legacy of providing services to the CRSA. The Chapter routinely conducts community service activities focusing on the education, health, economic empowerment, and social justice. Zeta Xi Omega Chapter also annually awards scholarships to the students in the area. In 1991 the Zeta Xi Omega Chapter Housing Foundation was formed, and later purchased the historical home of Mr. and Mrs. John M. and Rosa Tutt. The Chapter and Foundation continually seeks to identify opportunities to uplift the local community and enhance the community's quality of life.

### **Part I. Structure and Purpose of Initiative**

This local initiative will be known as the Laney Walker / Bethlehem Redevelopment Project. Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of residential housing and mixed-use development located on property currently owned by the Zeta Xi Omega Housing Foundation. Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing homeownership and rental housing opportunities, as well as retaining the cultural and historic context that defines the Laney Walker & Bethlehem communities.

### **Part II. Partnership Goals**

The goal of the Initiative is to establish Zeta Xi Omega Housing Foundation as a supportive service partner and as an investor/developer partnership which will:

- Foster comprehensive revitalization, in partnership, and the promotion of new single-family housing in the LW/B communities.
- Increase affordable homeownership opportunities in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and Zeta Xi Omega Housing Foundation.
- Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis.
- Increase homeownership by providing targeted counseling and education to potential homebuyers.
-



- Conduct outreach activities to potential renters and homebuyers in the community to inform them of housing opportunities.
- Provide ongoing supportive (wraparound) services for homebuyers; and
- Build a model of partnership that can be replicated in other communities.

### **Part III. Responsibilities of the Parties**

The parties will have the following responsibilities:

#### **Investor/Developer Partner**

- HCD to work with Zeta Xi Omega Housing Foundation to identify two (2) Workforce houses.
- HCD to work with to identify Affordable/Workforce house plans for each identified lot.
- HCD and Zeta Xi Omega Housing Foundation to agree upon deal structure (land infusion, construction split, down payment, etc.)
- HCD and Zeta Xi Omega Housing Foundation to identify financial sources (Augusta, Federal Home Loan Bank, Bank, Investors, Donors, etc.)
- HCD and Zeta Xi Omega Housing Foundation to utilize private partner funds for the development on 13<sup>th</sup> Street, Augusta GA
  - 1103 13<sup>th</sup> Street
  - Land infusion
  - Initial project
  - 1109 13<sup>th</sup> Street
  - Land infusion
  - Future project

### **Part IV. Performance Objectives**

The overall performance of the Initiative will be evaluated on the completion of development and implementation of services (as shown above), and the number of residents who are able to obtain housing.

To date, HCD has undertaken an extensive effort to ensure the success of this revitalization. Public meetings were initially held to receive stakeholder input, and on-going meetings are being held to keep the public informed. Land acquisition activities have resulted in significant and meaningful site control. Master plans have been designed to reflect the activity to date, while guiding future endeavors.

### **Part V. Public Relations**

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and Zeta Xi Omega Housing Foundation prior to public release.

### **Part VI. Relationship of Parties**





## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

Item 26.

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

### Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90-day notice.

### Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

### Part IX. Additional Provisions

HCD and Zeta Xi Omega Housing Foundation Chapter shall each identify a primary contact and an alternative contact.

### Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest:

Augusta, Georgia

By: \_\_\_\_\_

Garnett L. Johnson  
As Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Takiyah A. Douse  
As Interim City Administrator

Date: \_\_\_\_\_





## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

Item 26.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As Director, HCD

Approved as to Form by: \_\_\_\_\_ Date: \_\_\_\_\_  
Augusta, GA Law Department

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk of Commission

### Zeta Xi Omega Housing Foundation

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_





## Commission Meeting

March 5, 2024

### Approve Design Concept Plan for Flemming Tennis Center

<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process. Concept Plans presented by ISM – Project Manager
<b>Background:</b>	Fleming Tennis Center is an approved SPLOST 8 Improvements Project. This project will consist of repairing and resurfacing thirteen (13) existing tennis courts, further evaluate covering a portion of the existing courts, improve court cross-slopes repair sidewalks, repaint Pro Shop and replace restroom fixtures, repair and repaint hitting wall, remove existing bathroom building, pressure wash and repaint fencing along tree line, and build a new picnic pavilion with ADA accessible restrooms.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Fleming Tennis Center was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 6 to 9 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Fleming Tennis Center, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





IMPROVEMENTS PLAN

Item 27.

A	Clean, repair minor cracking, and resurface (5) tennis courts
B	Evaluate options to cover existing bank of 3 or bank of 5 tennis courts with new shade structure
C	Perform ground run topographic survey of all existing courts and walks to evaluate cross-slope and accessibility
D	Repaint Pro Shop building and replace restroom fixtures
E	Clean, repair minor cracking, and resurface (8) tennis courts
F	Sealcoat and re-stripe parking lot
G	Repaint hitting wall (both sides)
H	Remove existing bathroom building
I	Pressure wash and clean existing fencing along tree line
J	New picnic pavilion with ADA accessible restrooms







## Commission Meeting

March 5, 2024

### Approve Concept Plan for M.M. Scott Park

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<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
<b>Background:</b>	M.M. Scott Park is an approved SPLOST 8 Improvements Project. This project will consist of repairing one (1) existing basketball court and replacing one (1) tennis court with three (3) pickleball courts.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and M.M. Scott Park was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 4 to 5 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for M.M. Scott Park, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





# CHA

## Augusta Park Improvements

M.M. Scott Park - Conceptual Site Plan





## Commission Meeting

March 5, 2024

### Approve Concept Plan Hickman Park

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<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
<b>Background:</b>	Hickman Park is an approved SPLOST 8 Improvements Project. This project will consist of replacing four (4) existing tennis courts with four (4) new pickleball courts.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Hickman Park was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 4 to 5 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Hickman Park, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A







**CHA**  
**Augusta Park Improvements**  
Hickman Park - Conceptual Site Plan

Augusta, GA 0 20' 40' 80'

February 2023





## Commission Meeting

March 5, 2024

### AO MOU for Festivals and Events

---

<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



# MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE AUGUSTA-RICHMOND COUNTY COMMISSION  
(HEREINAFTER “THE COMMISSION”)**

AND

**THE AUGUSTA CONVENTION AND VISITORS BUREAU, INC.  
(HEREINAFTER “THE ACVB”)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (“Augusta”) and the AUGUSTA CONVENTION AND VISITORS BUREAU, INC., A Georgia non-profit corporation (“ACVB”), each a “Party” and collectively, the “Parties”.

WHEREAS, Augusta desires to help support and grow festivals and events that will contribute to the community’s vibrancy, showcase local talent and artists, invigorate community spirit, promote tourism, and contribute substantial economic and social benefits to the community;

WHEREAS, Augusta encourages events that educate and expose the public to a diverse and rich range of cultural expressions;

WHEREAS, the ACVB is the official destination marketing and management organization for Augusta, tasked with attracting leisure and meeting visitors and fostering visitor product development to enhance the economic growth of the region and experiences that are attractive to visitors and residents;

WHEREAS, Augusta approved \$50,000.00 in funding to be granted for the support of festivals and events; and

WHEREAS, Augusta and the ACVB desire to enter into this Memorandum of Understanding in which the Parties will work together.

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 the Parties to plan, develop, and establish the framework for festivals and events organizers to apply for funding support.

II. Obligations of the Parties. The Parties acknowledge that this is a joint project, and both agree to work closely together to ensure united, visible, and responsive leadership for the framework and implementation of a process to fund applicants.



a. Obligations of Augusta. Augusta shall transfer to ACVB those certain funds constituting Fifty Thousand and No/100 Dollars (\$50,000.00) within 15 days of the execution of this MOU for the purpose of providing funding support to festival and event organizers.

b. Obligations of ACVB.

i. Festivals and Events Funding. As Augusta's agent, ACVB shall develop and manage the process of selecting for funding qualified recipients who are organizers or representatives of festivals and events hosted in Augusta, Richmond County.

ii. Fiscal Responsibility. ACVB shall maintain all funds paid by Augusta under this MOU in an interest-bearing account separate and apart from any other accounts maintained by ACVB. All funds maintained in the account, including interest earned on the funds, will be strictly applied against costs associated with this program. A report accounting for all funds dispersed shall be provided to Augusta, Richmond County semi-annually. Any administrative or management fees should not exceed 5% of funds received. If all funds are not depleted by the end of the fiscal year, funds shall be returned to Augusta, Richmond County.

III. Term.

a. Initial Term. The initial term of this MOU shall commence immediately upon execution of this MOU, and subject to the provisions of Section IV, hereinbelow, terminate absolutely and without further obligation on the part of Augusta on December 31, 2024 (the "Initial Term"), unless otherwise renewed as hereinafter provided.

b. Option to Renew. Subject to the provisions of Section IV, upon the expiration of the Initial Term, this MOU shall be automatically renewed for up to three (3) additional 1-year terms (each an "Additional Term"), with each such renewal based on the same terms and conditions as the Initial Term, unless positive action is taken by Augusta to terminate this MOU pursuant to the provisions of Section IV(d), hereinbelow.

c. Aggregate Term. The aggregate term of this MOU includes the Initial Term and any Additional Term (the "Term"). The aggregate term of this MOU shall terminate each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the provisions of Section IV.

IV. Suspension and/or Termination.

a. Suspension. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ACVB under this MOU upon written notice.

b. Budgetary Termination. Augusta may unilaterally terminate this MOU, without notice, if, upon the passing of any particular financial year's budget by Augusta, no funds have been specifically allocated to the Festivals and Events Funding program.



c. Termination without Cause. Notwithstanding paragraph (a) or (b) of this Section, either party may terminate this MOU at any time without cause by giving at least sixty (60) days prior written notice to the other party.

d. Cancellation of Renewal. Either party may elect to cause the contract to be terminated on the last day of its effective date of that particular year with notice to the other party of non-renewal. This non-renewal notice shall require at least ten (10) days' written notice to the other party.

## V. Miscellaneous.

a. Governing Law/Venue. The laws of the State of Georgia shall govern this MOU 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 ACVB arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ACVB, 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.

b. Legislative Authorization. ACVB acknowledges that this MOU 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 Augusta-Richmond County Commission and approval of the Mayor. Under Georgia law, ACVB is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ACVB's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ACVB may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ACVB agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ACVB provides goods or services to Augusta more than 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 ACVB. ACVB 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.

c. Georgia Prompt Pay Act. The terms of this MOU supersede all provisions of the Georgia Prompt Pay Act.

d. Entire Agreement. This MOU shall supersede all previously executed agreements between the parties. 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.

e. Waiver. If 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 every term of this MOU thereafter.

f. Notice. Any notice, request, demand, statement or consent required or permitted by this MOU shall be deemed to have been completed if in writing and mailed by first-class, registered, or certified mail, postage prepaid to the other party at the respective address given hereinbelow.

To ACVB:

Augusts Convention and  
Visitors Bureau, Inc.  
Bennish Brown, President/CEO  
P.O. Box 1331  
Augusta, Georgia 30903

To Augusta:

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

Office of the Administrator  
535 Telfair Street Suite 910  
Augusta, GA 30901

g. Severability. 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.

h. No Third Party Beneficiaries. 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 ACVB 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.

i. Independent Contractor. ACVB is not a political subdivision, agency or instrumentality of Augusta or the State of Georgia, and the relationship of ACVB to Augusta is that of independent contractor for all Services performed pursuant to this MOU. ACVB shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Neither ACVB nor its employees are considered to be employees of Augusta for any purpose, nor shall ACVB or its employees be entitled to any benefits from Augusta. ACVB shall be solely responsible for all matters relating to the payment of its employees, compliance with withholding taxes, and all other regulations governing such matters. Nothing in this MOU shall be interpreted as a waiver of Augusta, Georgia's sovereign immunity.



j. No Assignment. Except as otherwise provided in this MOU, ACVB 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.

k. Force Majeure. "Force Majeure Event" means any act or event that: (i) 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, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) 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 can 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, war, governmental shutdowns, or the availability of funds in the budget of Augusta.

l. Interpretation. Whenever the singular number is used in this MOU and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.

m. Amendment. This MOU may be altered, amended, changed, or modified as mutually agreed upon by and between Augusta and the ACVB, and such alterations, amendments, changes, or modifications shall be incorporated into written amendments to this MOU.

n. Public Access - Open Meetings. ACVB shall provide reasonable public access to all the ACVB board and committee meetings, according to the Georgia Open Meetings Law, and shall issue notices of meetings required by said Open Meetings Law.

o. Public Access - Open Records. ACVB recognizes its obligations to continue to maintain open and public records as required by the Georgia Open Records Act and subject to any exception enumerated therein.

*<Signatures Next Page>*



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

ACVB

Augusta, Georgia

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bennish D. Brown

Name: Garnett L. Johnson

Title: President/CEO

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Lena Bonner

Title: Clerk of Commission





## Commission Meeting

March 5, 2024

### AO 2023 Annual Report Presentation

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<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Receive as information a presentation of the 2023 Annual Report.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Receive as information a presentation of the 2023 Annual Report.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





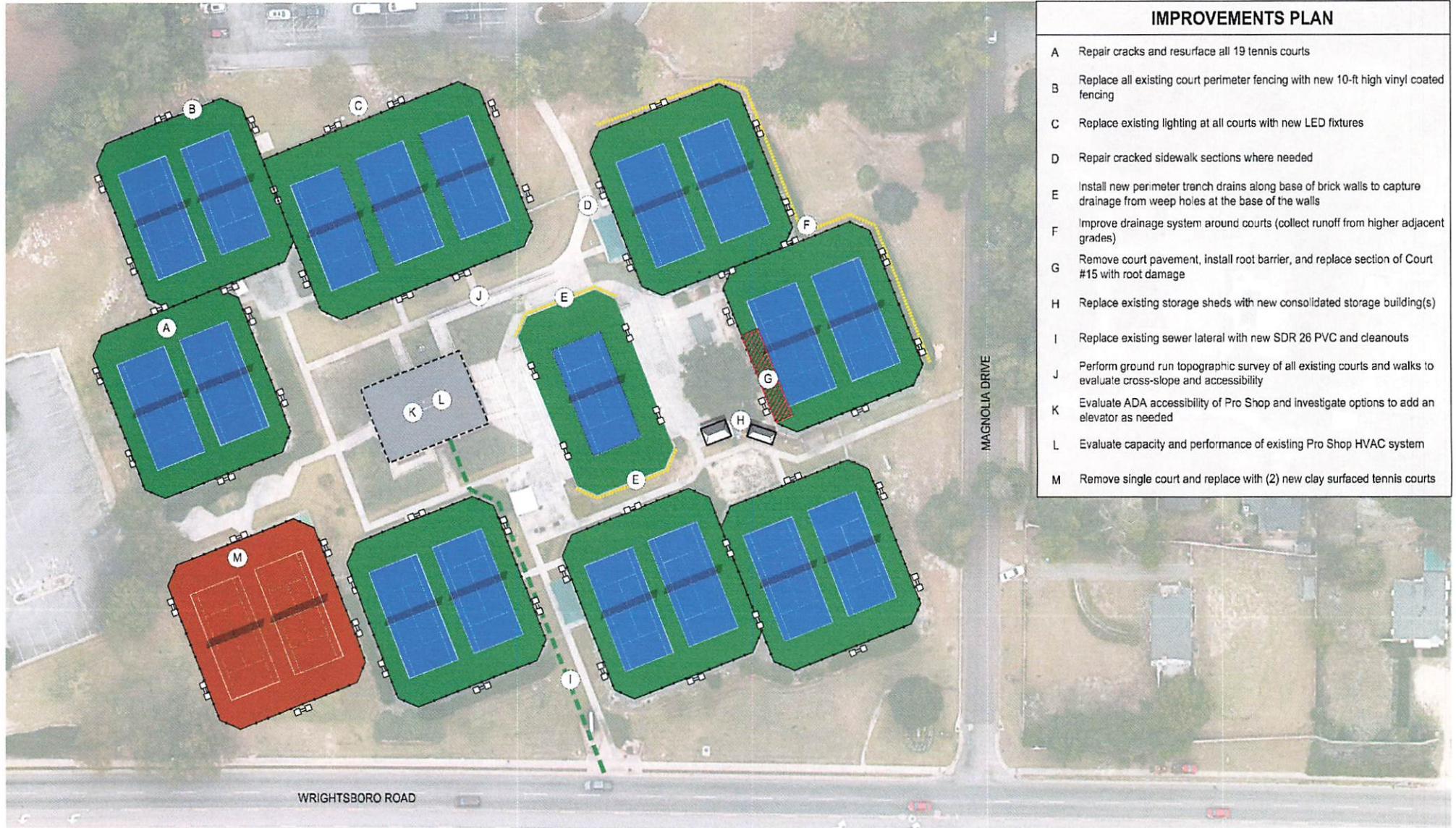
## Commission Meeting

March 5, 2024

### AO Approve Design Concept Plan for Newman Tennis Center

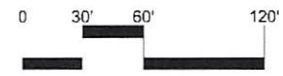
<b>Department:</b>	Parks and Recreation Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Motion to approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process. Concept Plans created by Project Manager – ISM.
<b>Background:</b>	Newman Tennis Center is an approved SPLOST 8 Improvements Project. Phase I of this project will consist of repairing and resurfacing eighteen (18) existing tennis courts, replacing all perimeter fencing with new 10-foot high vinyl coated fencing, repair sidewalks, replace lighting with LED fixtures, improve sanitary sewer lateral(s), improve court cross-slopes, further evaluate ADA accessibility of Pro Shop and investigate options to add an elevator, and evaluate capacity and performance of existing Pro Shop HVAC system.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Newman Tennis Center was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 6 to 9 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Newman Tennis Center, and risk delaying proposed construction schedule for 2024-2025.
<b>Recommendation:</b>	Approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the preliminary and final design process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





# **Augusta Parks and Recreation** Newman Tennis Center- Proposed Improvements

Augusta, GA  
 January 2024







## Commission Meeting

March 5, 2024

Recruitment Process- Director of Parks and Recreation

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Consider the requested Director of Augusta Human Resources' recommended recruitment process for the position of <b>Director of Parks and Recreation for the City of Augusta. (Approved by the Augusta Commission February 27, 2024)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Office of Human Resources

Anita Rookard, Director of Human Resources

Municipal Building  
535 Telfair Street – Augusta, GA 30901  
(706) 821-4257- FAX (706) 821-2867

### Memo

To: Interim Administrator Douse  
From: Director of HR Anita Rookard  
CC: Clerk of Commission Lena Bonner

### **List of sites for the Recreation and Parks recruitment.**

GLGPA -Georgia Local Government Personnel Association  
GMA -Georgia Municipal Association  
ICMA -International City/County Management Association  
NACO -National Association of counties  
GRPA -Georgia Recreation and Park Association

Augusta Ga jobsite and LinkedIn

It would be my recommendation that we recruit with the agencies listed for 30 days and we use our executive recruitment summary as our guide until the hiring is completed.

Respectfully submitted,  
Anita Rookard



# Augusta, Georgia

## Job Description

**Approved Title:** Director, Parks & Recreation  
**Working Job Title:** Director, Parks & Recreation  
**Department:** Recreation & Parks

**Job Code:** 43KU  
**Pay Grade:** 32 (SES II)

**FLSA Classification:** Exempt  
**Date Revised:** January 23, 2020  
**Original Date Prepared:** June 9, 2009

**Reports to:** Deputy Administrator

**Does the Position Have Direct Reports?** Yes ☒ No ☐

**If Yes, What is the Title of the Position that Reports to this Position:** Deputy Director, Recreation; Deputy Director, Parks Maintenance; Recreation Planning Manager; and Administrative Assistant I

**Is this Position Safety Sensitive?** Yes ☐ No ☒

**GENERAL SUMMARY:** Leads and directs the operation, management, and improvement of parks and recreation programs, activities and facilities in order to optimize community participation, to provide an excellent mix of opportunities for all ages, and to maintain attractive facilities, within the guidelines of local and state laws, safety standards, and Augusta-Richmond County policies and procedures. Reports to the Deputy Administrator, and works with co-workers, directors, elected officials, civic organizations, volunteers, media, and the public to achieve successful departmental results.

### KEY RESPONSIBILITIES AND PERFORMANCE STANDARDS

Percentages	TYPICAL CLASS ESSENTIAL DUTIES:
20%	Directs the overall planning, operation, and administration of department program and facilities.
20%	Leads department employees with an emphasis on employee development, teambuilding and innovation and outstanding customer service.
20%	Ensures safe, clean and customer-focused parks facilities and recreational activities.
20%	Budgets and accounts for all revenue and expenditures for the department, and identifies opportunities for efficiencies, and for new sources of funding.
20%	Engages the public in active participation in parks programs and builds community support and partnerships with schools, civic associations, sports associations, nonprofits and other stakeholders.
As required	Performs other duties of a similar nature of level.

**100% Total:** 100

**(This section's percentage must total 100%).**

### REQUIRED MINIMUM QUALIFICATIONS:

**Education:** Bachelor's degree in public management, leisure services, sports administration, physical education or a related field.

**Experience:** Ten (10) years in public parks management and recreation services, at least five (5) of which involved the supervision of 25 or more employees.

### Knowledge/Skills/Abilities:

- Proven track record in managing people and building relationships with community stakeholders
- Proficiency in delivering recreation services to a diverse population and in optimizing participation
- Demonstrated ability to work independently and to supervise a large workforce
- Considerable knowledge of the principles and practices of parks and recreation administration
- Familiarity with relevant laws, safety standards, codes, policies and procedures
- Knowledge of public budgeting, accounting and planning practices
- Ability to work well with all levels of staff
- Good communication skills
- Strong personnel management skills, including employee development and teambuilding capabilities



**OTHER:**Does this position require staff call up in an emergency situation? Yes ☒ No ☐Is travel from office to other locations required of this position? Yes ☒ No ☐If yes, what is the percentage of travel involved? Less than 50%? Yes ☒ No ☐ More than 50%? Yes ☐ No ☒**PERFORMANCE APTITUDES**

- **Data Utilization:** Requires the ability to synthesize and integrate data for predicting, anticipating, and planning for future events impacting the organization. Includes determining strategic and tactical decisions at the highest organizational levels of authority and responsibility.
- **Human Interaction:** Requires the ability to apply principles of negotiation. Performs such in formal situations within the context of legal guidelines.
- **Verbal:** Requires the ability to utilize consulting and advisory data and information, as well as reference, descriptive and/or design data and information as applicable.
- **Math:** Requires the ability to perform calculations for essential job functions.
- **Functional Reasoning:** Requires the ability to apply principles of logical or scientific thinking to implement both intellectual and practical relationships; involves responsibility for consideration and analysis of complex organizational problems of major conceptual functions.
- **Situational Reasoning:** Requires the ability to exercise judgment, decisiveness and creativity in critical and/or unexpected situations involving moderate risk to the organization.
- **Physical Abilities:** Tasks require the ability to perform sedentary to light work.
- **Sensory Requirements:** Some tasks require the ability to perceive and discriminate cues or signals.
- **Environmental Factors:** Essential functions are regularly performed without exposure to adverse environmental conditions.

**FINANCIAL RESPONSIBILITY:**Is this position involved in a budgetary or financial approval responsibility? Yes ☒ No ☐

If yes, please indicate size of budget or financial approval responsibility in annual dollar amount: \$ 14 Million

**TRAINING & SUPERVISORY RESPONSIBILITY:**How many people are being supervised or trained? None ☐One staff Yes ☐ No ☐ Two to five staff Yes ☐ No ☐ Six to ten staff Yes ☐ No ☐ More than ten staff Yes ☒ No ☐

The preceding job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to this job.

**REVIEW/APPROVALS**\_\_\_\_\_  
Employee Name (Print)\_\_\_\_\_  
Employee Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Deputy Administrator / Administrator\_\_\_\_\_  
Date\_\_\_\_\_  
Compensation and Benefits Manager\_\_\_\_\_  
Date\_\_\_\_\_  
Human Resources Director\_\_\_\_\_  
Date





## Office of Human Resources

Anita Rookard, Director of Human Resources

Municipal Building  
535 Telfair Street – Augusta, GA 30901  
(706) 821-4257- FAX (706) 821-2867

February 27, 2024

Memorandum:

Re: Recommended Recruitment Process for the position of Director of Parks & Recreation for the City of Augusta

To: The Augusta Commission

Thru: Interim Administrator Takiyah Douse

From: Director of Augusta HR Anita Rookard

CC: Clerk of Commission Lena Bonner

In accordance with today's approved action of the Augusta Commission, it would be my recommendation to recruit with the agencies listed for 30 days and use our executive recruitment summary as our guide until the hiring is completed.

➤ **Listed sites for the Recreation and Parks' recruitment.**

- GLGPA -Georgia Local Government Personnel Association
- GMA -Georgia Municipal Association
- ICMA -International City/County Management Association
- NACO -National Association of Counties
- GRPA -Georgia Recreation and Park Association
  
- Augusta Ga jobsite and LinkedIn

Respectfully submitted,  
Anita Rookard





## Commission Meeting

March 5, 2024

Coastal Waste & Recycling of Georgia LLC

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Presentation and discussion by <b>Coastal Waste &amp; Recycling of Georgia LLC.</b> for RFP #23-112.Solid Waste & Recyclable Collection Services-Zone One_ <b>(Requested by Mayor Pro Tem Brandon Garrett)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Lena Bonner**

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**From:** Brandon Garrett <brandon@azaleaoutdoor.com>  
**Sent:** Friday, February 23, 2024 9:38 AM  
**To:** Lena Bonner  
**Cc:** Jay Howe  
**Subject:** [EXTERNAL] March 5 Agenda Item

Please add-

**Presenataion and discussion by Coastal Waste & Recycling of Georgia LLC. for RFP #23-112.Solid Waste & Recyclable Collection Servies-Zone One.** Representatives from Coastal Waste will be present to provide information.

*Thank you,*

**Brandon Garrett**  
**Sales Manager**  
**706.836.6317**



"Make it simple. Make it memorable. Make it inviting to look at. Make it fun to read."

[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

March 5, 2024

Appointment

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Consider the re-appointment of Mr. Bill Hollingworth to the Augusta Economic Development Authority. <b>(Requested by Commissioner Wayne Guilfoyle)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**UPDATE: 06/29/23**

**NAME OF BOARD DEVELOPMENT AUTHORITY OF AUGUSTA, GEORGIA**

<b><u>MEMBER</u></b>	<b><u>TERM</u></b>	<b><u>APPOINTED</u></b>	<b><u>EXPIRATION</u></b>
W. Butch Gallop	4-yr.	06/20/20	6/03/27
Greg Hill	4-yr.	06/06/23	6/03/27
Shell Berry	4-yr.	06/29/23	6/03/27
Wayne Gossage. Jr.	4-yr.	06/20/23	6/03/27
<hr/>			
Corey Johnson	4 yr.	6/06/23	6/03/25
Bill Hollingworth	4 yr.	2/06/05	6/03/17
Collette D'Antignac	4 yr.	6/06/23	6/03/25
Steven Kendrick	4 yr.	6/20/23	6/03/25
Deke Copenhaver	4 yr.	6/06/23	6/03/25

**Executive Director: Cal Wray, (706) 821-1321**

**Attorney:** Robert C. Hagler (706) 724-0171

**Meeting Date:** Third Wednesday of each month at 10:00 A.M

**Where:** **Augusta Economic Development Authority**  
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA  
30901

**Created:** Pursuant to O.C.G.A. 36-62-04

Names changed from Development Authority of Richmond County to Development Authority of Augusta Georgia by the Augusta Commission Ordinance No. 7624 adopted June 19, 2018. [Board Details](#)

Meeting Date Third Thursday, of each month 10:00 A.M. Meeting Location Main Conference Room of Enterprise Mill, 1450 Greene Street, Augusta Georgia . Contact Mr. Cal Wray, President Contact Info 706-821-1321 Mission The Augusta Economic Development Authority is the single point of contact for economic development projects in Augusta-Richmond County. The Augusta Economic Development Authority is responsible for the recruitment of these new businesses in the areas of industrial, manufacturing, distribution, corporate and regional headquarters, customer service centers, and assistance with other major economic development



projects in the county. The DARC focuses on the existing industries of ARC to insure their continued expansions and retentions. The DARC works with neighboring development authorities through the 13-member Unified Development Council of the CSRA. Created Richmond County Industrial Development Act, No. 436 (House Bill No. 608) under the provisions of the "Revenue Certificate Law of 1937" (Ga. L. 1937, p.761 Notes Members are appointed by the governing authority of Richmond County and serve four-year terms.



**Lena Bonner**

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**From:** Commissioner Wayne Guilfoyle  
**Sent:** Wednesday, February 28, 2024 10:57 AM  
**To:** Lena Bonner  
**Subject:** Appointment

Mrs. Bonner, can you add to the next week Commission agenda..

Re-appoint Bill Hollingsworth to the Development Authority Board. Thanks Wayne Guilfoyle

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

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AED:104.1





## Commission Meeting

March 5, 2024

Appointment

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Consider the reappointment of Ms. Sharon Renee D'Antignac to the Augusta-Richmond County Board of Tax Assessors. <b>(Requested by Commissioner Francine Scott)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



UPDATED 01/03/23

**NAME OF BOARD**      Augusta-Richmond Board of Tax Assessors

<b><u>Members</u></b>	<b><u>Term</u></b>	<b><u>Appointed</u></b>	<b><u>Effective</u></b>	<b><u>Expires</u></b>	<b><u>Dist.</u></b>
Renee D'Antignac	4-yr	05/19/20	Immediately	4/24/24	9 (22)
James W. Scott	4-yr	03/19/19	04/24/19	4/24/23	10 (23)
Juanita L. Burney	4-yr	01/21/20	04/25/20	4/24/24	10(23)
William Mills	4-yr	05/07/19	05/07/19	4/24/23	9(22)
*Lekendrea N. Frazier	4-yr	5/03/22	05/03/22	4/24/25	10(23)
Frank Middleton	4-yr	4/25/21	04/25/21	4/24/25	9(22)

**EX-OFFICIO:**

Commissioner Wayne Guilfoyle

**LEGISLATIVE APPOINTMENTS:**

Bryan Simpkins	04/24/23
Bob O'Neal	04/24/23

**MEETING DATE:** Second Monday of each month 4:00 P.M.

**WHERE:** Tax Assessor's Office

**FUNCTION:** Assess all real estate and personal property.

**CREATED:** 1973 Ga. L. p. 2813; 1974 Ga. L., p.3069;  
1993 Ga. L. p. 4482

**CONTACT:** Renee D'Antignac at 706-821-1765

**COMPENSATION:** Chairman \$875, members \$625.00 per month

**\*Mura Dial- resigned effective May 1, 2022 and Lekendrea N. Frazier appointed to the unexpired term**



**Lena Bonner**

---

**From:** Commissioner Francine Scott  
**Sent:** Thursday, February 29, 2024 8:59 AM  
**To:** Lena Bonner  
**Subject:** Board Appointment

Ms. Bonner,

I would like to recommend Mrs. Sharon Renee D'Antignac to another term to the Tax Assessor Board

Thank you

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AED:104.1





## Commission Meeting

March 5, 2024

Affidavit

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A