



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 24, 2024

1:00 PM

PUBLIC SERVICES

- 1. A.N. 24-44 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales and Dance, Rudolph Gosyne** applicant, located at 15 Eighth Street. District 1, Super District 9
- 2. A.N. 24-45 - New Location: Requesting Retail Package Beer and Wine, Vishal Doshi Applicant for Fortune Lottery** located at 2901 Mike Padgett Highway. District 6, Super District 10
- 3. A.N. 24-46 - New Location: Requesting Retail Package Beer and Wine, Karthik Allati** applicant - D/B/A Lotto Market located at 2762 Tobacco Road. District 4, Super District 9
- 4. A.N. 24-47 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Vijeshkumar Patel** Applicant for **Keshav 3341, LLC D/B/A Super Express #5.** located at 3341 Deans Bridge Road. District 5, Super District 9
- 5. A.N. 24-48 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Hemang Bhavsar** Applicant for **P and D Bhavsar3, LLC.** located at 1649 Olive Road. District 1, Super District 9
- 6. A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage** Applicant for **Prabish Foodmart1, Inc. DBA Prabish Food Mart** located at 1675 Olive Road. District 1, Super District 9 (**Referred from September 17 Commission meeting**)
- 7.** Motion to approve amending the ordinance to allow for single event business licenses in the amount of \$50.00 per vendor one time per calendar year.
- 8.** Motion to approve the plaque design for the Henry H. Brigham Community Center.
- 9.** Motion to accept a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.
- 10.** Motion to **approve Change Order #2** to Independence Excavating's Contract, for a total increase of **\$784,592.00**. Approved by Augusta Aviation Commission on August 29, 2024.
- 11.** Motion to **approve** exercising the one (1) year contract renewal option of the Mass Media Marketing, LTD (M3), three (3) year contract. Approved by Augusta Aviation Commission on August 29, 2024. (RFP 24-172C)

- 12.** Motion to **approve** construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for the Taxiway F reconstruction project. Approved by Augusta Aviation Commission on August 29,2024. (ITB 24-203)

- 13.** Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. **(Requested by Commissioner Sean Frantom - referred from September 17 Commission meeting)**
- 14.** A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2025, to June 30, 2026.

- 15.** Motion to approve the minutes of the Public Services Committee held on July 30, 2024.



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-44 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales and Dance, Rudolph Gosyne** applicant, located at 15 Eighth Street. District 1, Super District 9
- Background:** Existing Location – Noble Jones Renamed Bootleggers
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$2,922.50
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Matblago LLC
2. Business Address 1017 US Highway 80 East ste 8
3. City Pooler State Georgia Zip 31322
4. Business Phone (912) 748-5022 Home Phone (912) 663-0064
5. Applicant Name and Address: Rudolph Gosyne
13 Sapphire Island Rd Savannah Ga 31410
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:

8. Business Location: Map & Parcel 816 Cotton Lane Augusta Ga 30901 Zoning _____
9. Location Manager(s) Rudolph Gosyne
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 () Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10/28/2020
12. Mailing Address:
 Name of Business Matblago LLC
 Attention Rudolph Gosyne
 Address 1017 US Highway 80 East Suite 8
 City/State/Zip Pooler GA 31322
13. Ownership Type: () Corporation () Partnership () Individual
14. Corporate Name: Matblago LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Andrew Matadin	owner		2926 Black birch rd Ocoee Fl 34761	33%
Reed Blair	Owner		134 Greyfield Cir Savannah Ga 31407	33%
<u>RUDOLPH GOSYNE</u>	<u>OWNER</u>		<u>13 SAPPHIRE ISLAND RD</u>	<u>33%</u>

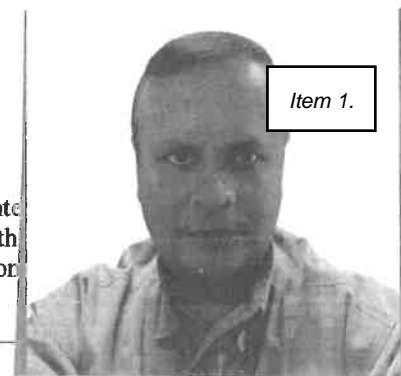
15. What type of business will you operate in this location?
 () Restaurant - Full () Lounge () Convenience Store
 () Restaurant - Limited () Package Store () Hybrid
 () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	x	x	x	x	x
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: NA
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? () Yes () No If so, please initial RG

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 employed, or have been employed, ever been cited for any violation of the regulations of Augusta-Richmond County or the State Revenue Commission 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.
Margaret B Copenhaver Magnolia LLC

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

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

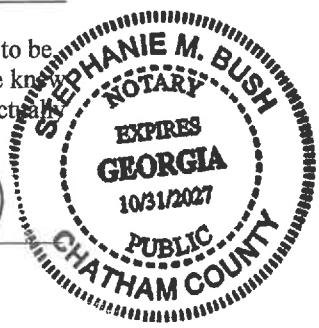
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

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

[Handwritten Signature]

25. I hereby certify that Rudolph Gasque Applicant Signature is personally known to be _____
That he/she signed his/her name to the forgoing allocation stating to me that he/she knows and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 18th day of July in the year 2024

[Handwritten Signature: Stephanie M. Bush]
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. 24-44

Application Type: Consumption on Premises Liquor, Beer, and Wine, Sunday Sales with Dance – Existing Location New Ownership

Business Name: Matblago, LLC D/B/A Bootleggers

Hearing Date: September 24, 2024

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

Applicant: Rudolph Gosyne

Property Owner: Magnolia, LLC

Address of Property: 15 Eighth Street

Tax Parcel #: 037-3-012-00-0

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 of 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 issue 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 \$2,922.50

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-45 - New Location: Requesting Retail Package Beer and Wine, Vishal Doshi Applicant for Fortune Lottery** located at 2901 Mike Padgett Highway. District 6, Super District 10
- Background:** New Location – Fortune Lottery
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Fortune Lottery
- 2. Business Address 2901 Mike Padgett Hwy
- 3. City Augusta State GA Zip 30906
- 4. Business Phone (____) _____ Home Phone _____
- 5. Applicant Name and Address: Vishal B. Doshi
539 Blue Ridge Xing Evans, GA. 30809

- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant: _____

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

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

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: 12/20/2022
- 12. Mailing Address:
Name of Business Fortune Lottery
Attention Vishal B. Doshi
Address 539 Blue Ridge Xing
City/State/Zip Evans, GA. 30809
- 13. Ownership Type: (X) Corporation () Partnership () Individual
- 14. Corporate Name: Fortune 100, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Vishal B. Doshi	Member-Owner		539 Blue Ridge Xing Evans, GA. 30809	100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
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: Liberty Food Mart
06/2022 541 S Liberty St. Waynesboro, GA. 30830
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. V.B.



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.
Michael A. Jones, Cassandra A. Jones

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

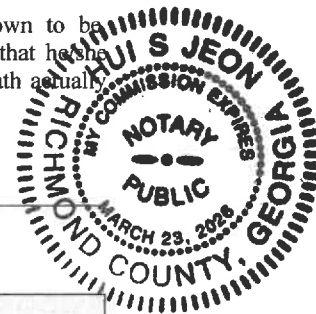
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation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

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

V. B. Doshi
Applicant Signature

25. I hereby certify that Vishal B. Doshi 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 18 day of July, in the year 2024.

[Signature]
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. 24-45

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Fortune Lottery

Hearing Date: September 24, 2024

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

Applicant: Vishal Doshi

Property Owner: Michela and Casandra Jones

Address of Property: 2901 Mike Padgett Highway

Tax Parcel #: 111-3-002-00-0

Commission Districts: District 6, Super District 10

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-46 - New Location:** Requesting **Retail Package Beer and Wine, Karthik Allati** applicant - D/B/A Lotto Market located at 2762 Tobacco Road. District 4, Super District 9
- Background:** New Location – Lotto Market2, LLC D/B/A Lotto Market
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Lotto Market 2, LLC DBA : Lotto Market
- 2. Business Address 2762 Tobacco Rd.
- 3. City Hephzibah State Georgia Zip 30815
- 4. Business Phone (____) _____ Home Phone (____) _____
- 5. Applicant Name and Address: Karthik Kumar Allati
4720 Laural Oak Dr.
Hephzibah, GA. 30815
- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant: _____
- 8. Business Location: Map & Parcel _____ Zoning _____
- 9. Location Manager(s) Karthik Kumar Allati
- 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: 07/18/2024
- 12. Mailing Address:
Name of Business Lotto Market
Attention Karthik K. Allati
Address 4720 Laural Oak Dr.
City/State/Zip Hephzibah, GA, 30815
- 13. Ownership Type: (X) Corporation () Partnership () Individual
- 14. Corporate Name: Lotto Market 2, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Karthik Kumar Allati	Member-Owner		4720 Laural Oak Dr. Hephzibah, GA. 30815	100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
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: 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? (X) Yes () No If so, please initial. AK



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.
Trulin Enterprises, LLC - Jagdish Patel

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Karthik K. Allati 100% Owner

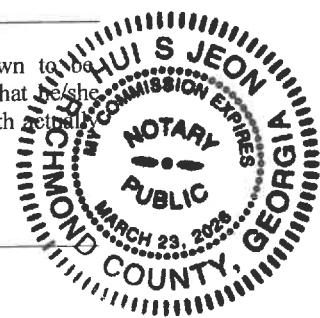
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation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

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

Karthik Kumar Allati
Applicant Signature

25. I hereby certify that Karthik Kumar Allati is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 05 day of August, in the year 2024.

[Signature]
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. 24-46

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Lotto Market

Hearing Date: September 24, 2024

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

Applicant: Karthik Allati

Property Owner: Trulin Enterprises, Inc.

Address of Property: 2762 Tobacco Road

Tax Parcel #: 140-0-004-02-0

Commission Districts: District 4, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant’s reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
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- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
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FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-47 – Existing Location, New Ownership:** Requesting **Retail Package for Beer and Wine, Vijeshkumar Patel** Applicant for **Keshav 3341, LLC D/B/A Super Express #5.** located at 3341 Deans Bridge Road. District 5, Super District 9
- Background:** Super Express #5
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

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

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business KESHAV 3341 LLC
- 2. Business Address 3341 DEANS BRIDGE RD,
- 3. City AUGUSTA State GA Zip 30906
- 4. Business Phone (856) 239-9747 Home Phone (____) _____
- 5. Applicant Name and Address: VIJESHKUMAR PATEL
410 KATHERINE ST, 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) VIJESHKUMAR PATEL

- 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 KESHAV 3341 LLC, DBA - SUPER EXPRESS # 5
Attention VIJESHKUMAR PATEL
Address 3341 DEANS BRIDGE RD
City/State/Zip AUGUSTA, GA 30906
- 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
VIJESHKUMAR PATEL	OWNER		410 KATHEINE ST, GROVETOWN, GA 30813	100%

- 15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store Other: GASOLINE STATION WITH CONVENINECE STORE

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

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

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



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.
Gary Durshan LLC
Sundip Patel

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

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

24. State of Georgia, Augusta-Richmond County, I, VIJESHKUMAR 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 VIJESHKUMAR 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 11th day of July, in the year 2024.

[Signature]
Notary Public

MARCUS JOHNSON
NOTARY PUBLIC
Columbia County
State of Georgia
My Comm. Expires Dec. 5, 2026

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. 24-47

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: KESHVA 3341, LLC D/B/A/ Super Express #5

Hearing Date: September 24, 2024

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

Applicant: Vijeshkumar Patel

Property Owner: Guru Darshan, LLC

Address of Property: 3341 Deans Bridge Road

Tax Parcel #: 107-0-836-00-0

Commission Districts: District 5, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood 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 with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-48 – Existing Location, New Ownership:** Requesting **Retail Package for Beer and Wine, Hemang Bhavsar** Applicant for **P and D Bhavsar3, LLC.** located at 1649 Olive Road. District 1, Super District 9
- Background:** Current Business Name Shoppers Stop
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business P AND D BHAVSAR 3 LLC
2. Business Address 1649 OLIVE RD
3. City AUGUSTA State GA Zip 30904
4. Business Phone (732) 798-3333 Home Phone (____) _____
5. Applicant Name and Address: HEMANG D BHAVSAR
2405 CHUKKER CREEK RD
AIKEN SC 29803

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) HEMANG BHAVSAR

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 03-06-2023
12. Mailing Address:
 Name of Business P AND D BHAVSAR 3 LLC
 Attention HEMANG BHAVSAR
 Address 3011 WASHINGTON ROAD
 City/State/Zip AUGUSTA GA 30907
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: P AND D BHAVSAR 3 LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
HEMANG D BHAVSAR	MEMBER		2405 CHUKKER CREEK RD AIKEN SC 29803	100%

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

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

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

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

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



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.

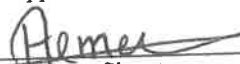
21. List owner or owners of building and property.
P AND D BHAVSAR 3 LLC

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, HEMANG BHAVSAR
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.


Applicant Signature

25. I hereby certify that HEMANG BHAVSAR 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 17 day of APRIL, in the year 2024.


Notary Public

Travarris Tukes
NOTARY PUBLIC
Columbia County, GEORGIA
My Commission Expires 08/28/2027

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. 24-48

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: Current Business name Shoppers Stop

Hearing Date: September 24, 2024

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

Applicant: Hemang Bhavsar

Property Owner: Walia Properties, LLC

Address of Property: 1649 Olive Road

Tax Parcel #: 058-3-087-01-0

Commission Districts: District 1, 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 with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 10, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage Applicant for Prabish Foodmart1, Inc.** located at 1675 Olive Road. District 1, Super District 9
- Background:** Prabish Food Mart
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2024 Alcohol Account Number _____

1. Name of Business Prabish Foodmart1 Inc D/B/A Prabish Food Mart
2. Business Address 1675 Olive Rd
3. City Augusta State GA Zip 30904
4. Business Phone (347) 707-4019 Home Phone _____
5. Applicant Name and Address: Sarita G Gammage
1750 SC Mcintyre Apt 0121
Augusta, GA 30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
Not Applicable
8. Business Location: Map & Parcel 05831-01-000 Zoning Commercial
9. Location Manager(s) AMANDEEP SINGH
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: PRABISH FOODMART1 INC : 05/08/2024
12. Mailing Address:
Name of Business PRABISH FOOD MART
Attention AMANDEEP SINGH
Address 750 SC Mcintyre Apt 0121
City/State/Zip Augusta, GA 30904
13. Ownership Type: Corporation () Partnership () Individual
14. Corporate Name: PRABISH FOODMART1 INC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
AMANDEEP SINGH	OWNER		750 SC Mcintyre Apt 0121 Augusta, GA 30904	100%
SARITAG. GAMMA	MANAGER		SAME AS ABOVE	0%

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					
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. S.G.



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.
S2 REAL ESTATE INC

22. List the name and other required information for each person, firm or corporation having any interest in the business.
PRABISH FOODMART1 INC
AMANDEEP SINGH

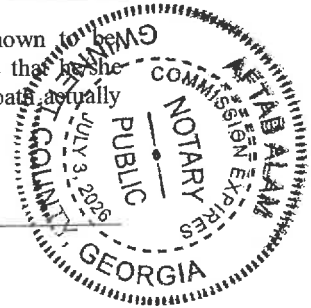
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold. Not Applicable
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

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

Applicant Signature

25. I hereby certify that Sarita G Gammage is personally known 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 12th day of June, in the year 2024.

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. 24-41

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: Prabish Food Mart

Hearing Date: September 10, 2024

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

Applicant: Sarita Gammage

Property Owner: S2 Real Business, Inc.

Address of Property: 1675 Olive Road

Tax Parcel #: 058-3-101-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood 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 with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff 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: September 24, 2024

Department:	Planning & Development
Presenter:	Carla Delaney, Director or Department Designee
Caption:	Motion to approve amending the ordinance to allow for single event business licenses in the amount of \$50.00 per vendor one time per calendar year.
Background:	N/A
Analysis:	<p>On September 3, 2024, the Commission authorized the Planning & Development Department to review the occupational tax requirements for transient vendors and those without a fixed location in the county.</p> <p>The proposed amendment to the Augusta-Richmond County Code of Ordinances, Title 6, Chapter 6, Article 3, will ensure that temporary transient vendors (those without an established place of business within the county) comply with the City’s Occupational Tax (Business License) Ordinance.</p> <p>Under the amendment, vendors will be permitted one single-event license per calendar year, valid for up to three (3) consecutive days.</p>
Financial Impact:	All vendors for festivals and/or pop-up shop type events shall be required to obtain a vendors business license for a \$50.00 per calendar year fee.
Alternatives:	N/A
Recommendation:	Approve amending the ordinance to allow for a single event business license for \$50.00 per calendar year and waive the 2 nd reading.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Office of the Administrator



Takiyah A. Douse
Interim Administrator

September 3, 2024

Carla Delaney, Director
Planning and Development
535 Telfair Street
Augusta, GA 30901

Dear Ms. Delaney,

At the regular meeting held on Tuesday, September 3, 2024, the Augusta, Georgia Commission, acted on the following items:

11. Approved A.N. 24-39 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Dance, Artesha Warren applicant, located at 1289 Broad Street. District 1, Super District 9(Lack meeting quorum August 27, 2024)
13. Approved the Planning & Development Department amending the Occupational Tax Business License Ordinance concerning transient vendors licenses.

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

TAD/nd

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA-RICHMOND COUNTY CODE OF ORDINANCES, TITLE 6, CHAPTER 6, ARTICLE 3, BY ADDING A NEW SECTION 6-6-48 “SINGLE EVENT FESTIVAL LICENSE”, TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

SECTION 1. The Augusta-Richmond County Code of Ordinances, Title 6, Chapter 6, Article 3, is hereby amended by adding Section 6-6-48 “Single Event Festival License” as described in Exhibit “A”.

SECTION 2. This ordinance shall become effective upon adoption.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

DRAFT

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission

STATE OF GEORGIA

RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK’S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission (“the Commission”) at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2024, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2024

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT

Exhibit “A”

6-6-48 “Single Event Festival License”

- (a) In any given calendar year, any entity or person may apply for a Single Event Festival License. Such a License shall only be granted to one entity or person per year.
- (b) The fee for a Single Event Festival License shall be fifty dollars (\$50.00).
- (c) Such License shall be granted for a single event that shall not exceed 72 hours. Installation, set up, or breakdown shall not be counted as those 72 hours granted under the permit.
- (d) During the event covered by such a License, specified activities conducted by a License holder shall not be prohibited because the License holder does not have an Augusta, Georgia Occupation Tax Certificate.
- (e) The Planning and Development Department, after consultation with other federal, state, and local entities, shall issue the license under this section unless it is determined that the issuance of this license would threaten the health, safety, and good order of Augusta, Georgia. Denial of an application shall be in writing and state with specificity the reasons for the denial.
- (f) The Planning and Development Department shall have the right to immediately suspend, for cause, any License issued under this section whenever a person, firm or corporation doing business shall deviate from the normal operation for which the License was obtained or fails in performance to meet the required regulations and code as set forth by the Planning and Development Department, Sheriff's office or Health department; or violates any law or ordinance of the United States, or the state or Augusta, Georgia, in pursuance of such event conducted under such License; or when it shall be proven before the Planning and Development Department that there is a violation of a nuisance law; or when the health, morals, interests and convenience of the public demand the suspension of such License. The Planning and Development Department shall report the suspension of such License to the Commission. The Commission in its discretion may consider the suspension, and may continue the suspension, place the license on probation, revoke the license, or restore the license such that it remains in full force.
- (g) At all times the license shall be either prominently displayed or able to be produced immediately on request.



Public Services Committee

Meeting Date: September 24, 2024

Motion to approve the plaque design for the Henry H. Brigham Community Center

- Department:** Recreation & Parks
- Presenter:** Charles Jackson
- Caption:** Motion to approve the plaque design for the Henry H. Brigham Community Center
- Background:** This item is to approve the design for the plaque for the newly constructed Henry H. Brigham Community Center.
- Analysis:** The plaque meets the requirements of the Augusta, Georgia Plaque Policy and has been reviewed by the directors of the Central Services and Recreation & Parks Department.
- Financial Impact:** N/A
- Alternatives:**
 1. To approve the design
 2. To move to no action
- Recommendation:**
 1. To approve the design
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



po# H Brigham CC
so# 23F2290

One quantity

Bronze metal

Arial Reg. & Bold type style

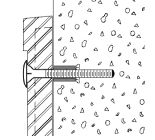
24" w x 36" h x 1/2" d overall size

PEBBLE texture

BR-400
Dark oxidized background /
Satin bronze raised areas finish



border



No.1 For masonry,
expansion bolts with 1" Star rosettes.

mounting

Submittal #8
August 30, 2024



scale: 1/8" = 1"

_____ I approve this drawing as submitted, no changes.
 _____ I approve this drawing with my changes, clearly noted.
 _____ I do not approve this drawing, please resubmit.



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**HENRY H. BRIGHAM
COMMUNITY CENTER
AUGUST 2024**



MAYOR

HARDIE DAVIS JR.
GARNETT JOHNSON

COMMISSIONER

- | | | | |
|------------|--------------------------|-------------|-----------------------------------|
| DISTRICT 1 | WILLIAM FENNOY | DISTRICT 6 | BEN HASAN |
| DISTRICT 1 | JORDAN JOHNSON | DISTRICT 6 | TONY LEWIS |
| DISTRICT 2 | DENNIS WILLIAMS | DISTRICT 7 | SEAN FRANTOM |
| DISTRICT 2 | STACY PULLIAM | DISTRICT 8 | WAYNE GUILFOYLE |
| DISTRICT 3 | MARY DAVIS | DISTRICT 8 | BRANDON GARRETT,
MAYOR PRO TEM |
| DISTRICT 3 | CATHERINE SMITH MCKNIGHT | DISTRICT 9 | MARION WILLIAMS |
| DISTRICT 4 | SAMMIE SIAS | DISTRICT 9 | FRANCINE SCOTT |
| DISTRICT 4 | ALVIN MASON | DISTRICT 10 | GRADY SMITH |
| DISTRICT 5 | WILLIAM LOCKETT | DISTRICT 10 | WAYNE GUILFOYLE |
| DISTRICT 5 | BOBBY WILLIAMS | | |

CITY ADMINISTRATOR

TAKIYAH DOUSE - INTERIM ADMINISTRATOR

AUGUSTA RECREATION AND PARKS DIRECTOR

CHARLES JACKSON - INTERIM DIRECTOR

ARCHITECT

JOHNSON, LASCHOB & ASSOCIATES
AUGUSTA, GA

GENERAL CONTRACTOR

RD BROWN CONTRACTORS
NORTH AUGUSTA, SC

CONSTRUCTION MANAGER

INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC
AUGUSTA, GA

AUGUSTA CENTRAL SERVICES DEPARTMENT

RON O. LAMPKIN - INTERIM DIRECTOR

FUNDED BY SPECIAL PURPOSE LOCAL OPTION SALES TAX



Public Services Committee Meeting

Meeting Date: September 24, 2024

Motion to accept a grant from the Georgia Recreation and Park Association

- Department:** Recreation and Parks
- Presenter:** Charles Jackson
- Caption:** Motion to accept a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.
- Background:** Augusta Parks and Recreation was awarded a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program, a preventative educational program to help youth build healthy relationship skills and avoid domestic violence. The Department has offered the program at the May Park Community Center and is eligible to receive the grant funds of \$5,000.
- Analysis:** As condition of the grant, funding is made available after the execution of the programs.
- Financial Impact:** Augusta will receive \$5,000. No match required. Those funds are not bound to a specific utilization. The department will use the funds for program supplies and to increase programming.
- Alternatives:**
 1. To accept the grant funds.
 2. To move to no action.
- Recommendation:**
 1. To accept the grant funds.
- Funds are available in the following accounts:** Funds will be set up in fund 220 once approved.
- REVIEWED AND APPROVED BY:** N/A

Frank Rost

From: Karen L. Ard
Sent: Monday, September 16, 2024 11:51 AM
To: Frank Rost
Subject: CBIM Confirmation

Importance: High

Good morning, Frank,

The email below is what Mr. Card from GRPA sent to Michale regarding the CNIM Program completion by May Park.

Karen
706-724-0504

From: Michael Glover <MGlover@augustaga.gov>
Sent: Thursday, September 12, 2024 9:37 AM
To: Karen L. Ard <KArd@augustaga.gov>
Subject: FW: [EXTERNAL] RE: CBIM

From: Steve Card <scard@grpa.org>
Sent: Thursday, September 12, 2024 8:22 AM
To: Michael Glover <MGlover@augustaga.gov>
Subject: [EXTERNAL] RE: CBIM

Michael,

Thanks for reaching out regarding the CBIM program. Let me know if you need anything additional than what is indicated below:

The May Park Community Center for the Augusta Parks and Recreation Department has recently completed all aspects of the 12-week Department of Public Health (DPH) CBIM Program. The Augusta Park and Recreation Department will receive \$5,000 of unrestricted funds for completing this program. Those funds will be distributed by GRPA as soon as they are received from DPH.

Thank you for completing this program for your local community!

Steve Card, CPRP
Executive Director
Georgia Recreation and Park Association
1285 Parker Road
Conyers, GA 30094
Office- 770-760-1403
Cellular- 706-463-9656
e-mail - scard@grpa.org

web - www.grpa.org

"Caring For Georgia's People and Parks"

From: Michael Glover <MGlover@augustaga.gov>
Sent: Tuesday, September 10, 2024 10:29 AM
To: Steve Card <scard@grpa.org>
Subject: CBIM

Good morning, My name is Michael Glover the coach over the CBIM program that was held here at may park community center.

I was wondering could I get a copy of the confirmation letter.

Thanking you in advance
Michael Glover
Program Coordinator
May Park Community Center
706-724-0504

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

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

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000508 RECREATIO Coaching Boys into Men - GRPA Grant - May Park Award 2024

Requesting grant funds offered by the Georgia Recreation & Park Association for the execution of the "Coaching Boys into Men" program. Staff will execute the program in August and September of 2024 and will receive grant funds upon completion. The awarded funds are not bound to any requirements. No cash match is required. EEO required: No EEO Department notified: No

Start Date: 08/01/2024 End Date: 12/31/2024
Submit Date: 06/12/2024 Department: 061 Recreation Cash Match? N
Total Budgeted Amount: 5,000.00 Total Funding Agency: 5,000.00 Total Cash Match: 0.00

Sponsor: GM0036 Georgia Recreation and Parks Asso.
Sponsor Type: PVT Private Entity
Purpose: 13 Community
Flow Thru ID:

Contacts			
Type	ID	Name	Phone
I	18731	ARD, KAREN	706-821-1600
I	10215	RILES, JAMES D	706-796-4091
I	23996	Frank Rost	706-796-5030

Approvals

Type	By	Date	Dept. Signature:
FA	C. JACKSON	06/12/2024	<u>Chy</u>
			Grant Coordinator Signature: <u>MIC 8/12/2024</u>

- 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 8-12-2024
Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- Approve the Department Agency to move forward with the application
 - Deny the request

DE J. Hauser 8/14/24
Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Program: Coaching Boys into Men

**Purpose: To build healthy relationship skills for youth
\$5,000 per site with 15 total sites across the state**

What's needed from sites/recreation agencies:

- Attend 1 training and complete pre-survey (3 hours)
- Submit schedule for when you're going to hold sessions
- Hold 12 sessions for youth (about 15 min each)
- Make sure youth complete 1 pre-survey before the sessions start (about 10 minutes)
- Make sure youth complete 1 post-survey after the sessions end (about 10 minutes)
- Participate in 3 check-in calls with DPH/GNESA (about 15 minutes each)
- Host 1 "half-time" or "fan day" activity, which includes spreading messages about what participants have learned (Time commitment varies by activity. Some past activities have included creating and displaying posters, making announcements during games, posting on social media, and sharing a story with local media)

What GNESA/DPH will provide:

- Training
- Assistance with any questions you have along the way
- Links for all pre and post surveys
- \$5,000 in funding for sites that submit schedules, surveys, and documentation to show they completed the halftime/fan day activity
- This is funded through Cooperative Agreement NUF2CE002479 from the Centers for Disease Control and Prevention

Frequently Asked Questions:

What's the minimum age for youth to participate?

We recommend high-school aged youth.

How many youth need to participate to receive funding?

We ask that a minimum of 5 youth participate throughout the sessions.

Is the program only for sports teams?

The program was designed for sports teams and uses language like "coach" and "athlete". However, if you have a group of youth that have a strong purpose and a clear leader or mentor, the program can be used outside of sports teams.

Does it have to be the same group of youth for all 12 sessions?

We recommend that you have the same group of youth for all 12 sessions. The sessions build upon each other and reiterate messages from previous sessions along the way.

Can female athletes participate?

Yes, absolutely. The content of "Coaching Boys into Men" is geared toward males but lessons are applicable to all. If you have a group of females, you might want to consider using the "Athletes as Leaders" program instead of "Coaching Boys into Men". We can provide training and assistance

Please register by March 21 by contacting: Sarah Wilkinson at sarah.wilkinson@dph.ga.gov or 404-406-3210

Training information:

March 22 Training, 9am to 12pm

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 470-344-9228,,720656555# United States, Atlanta

Phone Conference ID: 720 656 555#



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Change Order #2 to Taxiway/Apron G Contract

- Department:** Augusta Regional Airport
- Presenter:** Herbert L. Judon, Jr., Airport Executive Director
- Caption:** Motion to **approve Change Order #2** to Independence Excavating's Contract, for a total increase of **\$784,592.00**. Approved by Augusta Aviation Commission on August 29, 2024.
- Background:** Independence Excavating Inc. is currently contracted to construct the Taxiway G / Apron G project.
- This requested Change Order #2 includes the costs associated with additional work, effort, and paving within the Runway Safety Area (RSA) of 17-35 outside of the original contract along with costs associated with a plan discrepancy along connector 1.
- When bidding and awarding this contract, the work associated with the new Taxiway within the RSA was intended to be completed via a temporary displaced threshold. In Fall of 2023, the commercial airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting down Runway 17-35 each night from October 5th through November 12th from 10:30 pm until 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner.
- Along with the costs associated with the nightwork, there was one other general item which resulted in additional work and costs. When paving connector 1, it was noted that the grades at the edge of the pavement did not tie-in correctly to the turfed transition and were exceeding allowable slope.

After reviewing the plan and profile for that connector, a discrepancy found at the edge of the proposed pavement.

The overall costs included within this Change Order request are mostly reflective of nightwork required to complete the tie-in from Taxiway/Apron G to Runway 17-35.

Mead & Hunt has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.

The original contract value for Independence Excavating was **\$11,877,051.10**. It requested approval of this Change Order #2 in the amount of **\$784,592.00** allowing Augusta Regional Airport to amend Independence Excavating’s contract total to **\$12,952,644.35** for this Project.

Analysis: This Change Order will result in a **Net Increase** to the overall project. This project is funded through multiple different grants and programs (Enterprise funds and TIA).

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approval of change order #2 to Independence Excavating’s Contract, for a total increase of **\$784,592.00**.

Funds are available in the following accounts: This contract is funded through multiple sources (Enterprise funds & TIA.) 551081305-5412110.

REVIEWED AND APPROVED BY: N/A

Attested by: _____
Lena J. Bonner, Clerk of Commission (Augusta, Georgia) _____ **Date** _____

Accepted by: _____
Contractor (Independence Excavating Inc.) _____ **Date** _____

AIP NO. _____ **N/A** _____ **CHANGE ORDER NO.** _____ **2** _____

AIRPORT _____ **Augusta Regional Airport (AGS)** _____ **LOCATION** _____ **Augusta, GA** _____

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **P-306.1 Unsuitable/Over Excavation – Bid Alternate 1:**
 - As-constructed quantity due to revised pavement section within RSA
- **P-501.1 Portland Cement Concrete Pavement (14”) – Base Bid, Bid Alternate 1:**
 - As-constructed quantity due to revised pavement section within RSA/scheduled nightwork operations along with revision/field change to taxiway connector 1.

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.3 Additional Mobilization – Bid Alternate 1:** Additional mobilization required to complete the taxiway within the RSA due to the changes to the schedule and construction methods caused by the airlines.
- **C-105.4 RSA Grade Limitations, Tapers, Nightwork – Bid Alternate 1:** Additional work and effort not included with any existing line items. This line item was not included within the original contract.
- **P-101.4 Portland Cement Concrete Pavement Removal (Sawcut, demo, disposal, haul, drilling, doweling, etc.) – Base Bid:** Demolition and removal of existing Concrete not included within the original contract.
- **P-501.2 Portland Cement Concrete Pavement (19”) – Bid Alternate 1:** Additional 19” concrete pavement section to be completed within the RSA due to changes to the schedule and construction methods caused by the airlines. This line item was not included within the original contract.

New Construction Specifications:

N/A

Revised Construction Specifications

- **C-105 Mobilization**
- **P-101 Preparation/Removal of Existing Pavements**
- **P-501 Cement Concrete Pavement**

2. Reason(s) for the change(s) (*Continue on reverse if necessary*)

Note: The quantity of the following items did not change substantially enough to justify renegotiation of any of the original unit prices in the base bid.

C-105.3 Additional Mobilization – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. Additional mobilization is required due to unforeseen delays to this work and the work itself falling outside of the original contract. Scheduled completion was proposed to be September 26th. Because the work extends until mid November, the Contractor must remain mobilized onsite thus resulting in soft costs to the project. These costs include Crew and Equipment mobilization (\$20,000 for a 25-man crew, trailers, screed, loads, etc.), Equipment standby for 2 months (\$175,000 for the batch plant, generator, mobile laboratory, field office, etc.), additional staff time for the delay – 1 month (\$25,000 for superintendent, project engineer, and project manager), and additional crew housing and per diem for a month (\$130,000 for a 25-man crew).

C-105.4 RSA Grade Limitations, Tapers, Nightwork – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. This line item is intended to quantify the additional work and effort required when working within the RSA during nightly closures and reopening the Runway to resume normal operations during the day. Per the FAA Advisory Circular, parameters must be met within the safety area for the runway to be opened and used safely for aircraft operations. This includes additional grading, material, forms, etc.

P-101.4 Portland Cement Concrete Pavement Removal (Sawcut, demo, disposal, haul, drilling, doweling, etc.) – When paving connector 1, it was noted that the grades at the edge of the pavement did not tie-in correctly to the turfed transition and were exceeding allowable slope. After reviewing the plan and profile for that connector, a discrepancy was found at the edge of the proposed pavement. This line item includes the removal and prep work associated with removing the previously paved concrete in order to repave the area as designed.

C-306.1 Lean Concrete Base Course – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The reduction of quantity in the bid alternate associated with Lean Concrete Base Course is a result of the modified pavement section within the RSA. In order to pave and open the Runway for daytime operations, a thickened section of P-501 is required thus resulting in the removal of the P-306 in this work area.

P-501.1 Portland Cement Concrete Pavement (14” Depth) – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The additional P-501 base bid quantity is a result of this modified method of construction within the RSA resulting in additional quantity of P-501 at the base bid unit price. There is an additional 35 sy of P-501 along connector 1 to replace the area being removed.

P-501.2 Portland Cement Concrete Pavement (19” Depth) – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The new 19” Portland Cement Concrete Pavement line item is a result of the modified pavement section within the RSA. In order to pave and open the Runway for daytime operations, a thickened section of P-501 is required thus resulting in the removal of the originally contracted amount of P-501 in this work area.

3. The Sponsor’s share of this cost is available from:

General/Enterprise Funds

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable

5. Has consent of surety been obtained? Yes Not Necessary

6. Will this change affect the insurance coverage? Yes No

7. If yes, will the policies be extended? Yes No Not Applicable

8. Has this Change Order been discussed with FAA officials? Yes No

When: N/A

With Whom: N/A

Comment(s):



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Mass Media Marketing, LTD One Year Renewal Option (RFP 24-172C)

Department: Augusta Regional Airport

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

Caption: Motion to **approve** exercising the one (1) year contract renewal option of the Mass Media Marketing, LTD (M3), three (3) year contract. Approved by Augusta Aviation Commission on August 29,2024. (RFP 24-172C)

Background: Mass Media Marketing, LTD (M3) has been AGS’s marketing consultant since September 7, 2021. Since the agreement has been executed, the Airport’s exposure to the community has increased tremendously. M3 has done an outstanding job for the Airport as they provide excellent customer service, stay on top of the latest marketing trends, and have a strong pulse on the community. Some of the projects executed through our partnership, M3 has overseen the creation and implementation of a new AGS logo, new commercials, strong digital presence, and an annual sweepstakes to name a few.

Analysis: The Mass Media Marketing, LTD (M3) consulting contract (RFP 21-172) was executed on September 7, 2021 for a term of three (3) years with two (2) additional one (1) year option to renew based off mutual consent of both parties. The recommendation of award is for the first renewal option with one (1) remaining one (1) year renewal option.

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approval of exercising the first of two (2) one (1) year contract renewal options of the Mass Media Marketing, LTD (M3), three (3) year contract.

Funds are available in the following accounts: This agreement has been budgeted into the Augusta Regional Airport Marketing & Customer Service budget: 551081122-5233112.

REVIEWED AND APPROVED BY: N/A



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

DATE: August 29, 2024

STAFF RESOURCE: Herbert L. Judon Jr., Airport Executive Director

PROJECT TITLE: Mass Media Marketing, LTD One Year Renewal Option

ACTION REQUESTED:

Exercise the one (1) year contract renewal option

BACKGROUND:

Mass Media Marketing, LTD (M3) has been AGS's marketing consultant since September 7, 2021. Since the agreement has been executed, the Airport's exposure to the community has increased tremendously. M3 has done an outstanding job for the Airport as they provide excellent customer service, stay on top of the latest marketing trends, and have a strong pulse on the community. Some of the projects executed through our partnership, M3 has overseen the creation and implementation of a new AGS logo, new commercials, strong digital presence, and an annual sweepstakes to name a few.

ANALYSIS:

The Mass Media Marketing, LTD (M3) consulting contract was executed on September 7, 2021 for a term of three (3) years with two (2) additional one (1) year option to renew based off mutual consent of both parties.

The original contract and mutual agreement letter were reviewed and approved by Augusta Richmond County Legal Department's Staff Attorney via Robert Kerr.

FINANCIAL:

This contract is retainer based with commission fees. This agreement has been budgeted into the Marketing & Customer Service budget 1122-52.33112.



m3agency.com

Mass Media Marketing dba M3 Agency
229 Furys Ferry Road
Suite 123
Augusta, GA 30907

August 27, 2024

City of Augusta
535 Telfair Street
Augusta, GA 30901

To whom it may concern:

As part of our original three-year executed contract, Article II-A states there is an option for (2) additional one-year contract extensions. With the three-year contract coming to an end, we would like to express our interest in exercising the first of the one-year extensions.

Should you need any further information from our agency, please don't hesitate to reach out.

Sincerely,

Rick Donaldson
President & CEO

Herbert L. Judon, Jr.
Augusta Regional Airport
Executive Director

Dan Troutman
Augusta Regional Airport
Aviation Commission Chairman



**RFP Item #24-172C Airport Marketing Agency
for Augusta, Georgia-Augusta Regional Airport
RFP Date: Tuesday, March 30, 2021 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 38
 Total Number Specifications Download (Demandstar): 3
 Total Electronic Notifications (Demandstar): 42
 Georgia Procurement Registry: 1667
 Pre-Proposal Conference Attendees: 27
 Total packages submitted: 13
 Total Noncompliant: 2

VENDORS	Attachment "B"	E-Verify #	Addendum 1	SAVE Form	Original	7 Copies	Fee Proposal
78 MADISON 999 DOUGLAS AVE, SUITE 3301 ALTAMONTE SPRINGS, FL 32714	Yes	1545757	Yes	Yes	Yes	Yes	Yes
STAMP IDEA GROUP, LLC 111 WASHINGTON AVE. MONTGOMERY, AL 36104	Yes	405680	Yes	Yes	Yes	Yes	Yes
MAYCREATE 26 EAST MAIN STREET SUITE 122 CHATTANOOGA, TN 37408	Yes	1527430	Yes	Yes	Yes	Yes	Yes
INFINITY MARKETING SOLUTIONS, INC. 874 S. PLEASANTBURG DRIVE GREENVILLE, SC 29607	Yes	1297246	Yes	Yes	Yes	Yes	Yes
GRETEMAN GROUP, INC. 1425 EAST DOUGLAS, 2ND FLOOR WICHITA, KS 67211	Yes	Non - Compliant	Yes	Yes	Yes	Yes	Yes
HALL MARKETING INC, 519 BLACKBURN DRIVE AUGUSTA, GA 30907	Yes	316069	Yes	Yes	Yes	Yes	Yes
ISB CONSULTING / I SPEAK BUSINESS 5200 DALLAS HWY., SUITE 200 POWDER SPRINGS, GA 30127	Yes	151408	Yes	Yes	Yes	Yes	Yes
TRANTER GREY 4075 EVANS TO LOCKS ROAD EVANS, GA 30809	Yes	504255	Yes	Yes	Yes	Yes	Yes
FULL CIRCLE HOLDINGS DBA ALISON SOUTH MTKG GROUP, LLC 668 BROAD STREET AUGUSTA, GA 30901	Yes	834616	Yes	Yes	Yes	Yes	Yes



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VENDORS	Attachment "B"	E-Verify #	Addendum 1	SAVE Form	Original	7 Copies	Fee Proposal
DIGITAL YALO, LLC 4279 ROSWELL RD NE,SUITE 208-194 ATLANTA, GA 30342	Yes	1163100	Yes	Yes	Yes	Yes	Yes
WIER/STEWART, LLC 982 BROAD STREET AUGUSTA, GA 30901	Yes	734459	Yes	Yes	Yes	Yes	Yes
M3 AGENCY 229 FURYS FERRY RD SUITE 123 AUGUSTA, GA 30907	Yes	785162	Yes	Yes	Yes	Yes	Yes
THE ZIMMERMAN AGENCY 1821 MICCOSUKEE COMMONS DRIVE TALLAHASSEE, FL 32308	Non - Compliant (Late)						



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Taxiway F Reconstruction & Aircraft Holding Apron (ITB 24-203)

Department: Augusta Regional Airport

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

Caption: Motion to **approve** construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for the Taxiway F reconstruction project. Approved by Augusta Aviation Commission on August 29,2024. (ITB 24-203)

Background: In 2020, the Federal Aviation Administration (FAA) approved the use of Airport Improvement Program (AIP) funds to provide a surface treatment/minor rehabilitation to the pavement associated with Taxiway F and the South Apron. This surface treatment was intended to extend the existing pavement life by approximately 5 years. In 2022, in coordination with the FAA, it was determined that the existing Taxiway F pavement required rehabilitation. As of 2018, the pavement condition index (PCI) associated with the taxiway was in preventative maintenance stage (60). Extrapolating this value to 2022, the PCI associated with Taxiway F placed it in the category of major rehabilitation (58). The State of Georgia has identified a critical PCI value of 65 for commercial service taxiways. Investigative cores exhibiting distresses coupled with the existing PCI values and geotechnical investigation provided the direction necessary to move forward with the reconstruction of Taxiway F.

Taxiway F reconstruction design efforts began in Summer of 2023 and were funded through an FAA AIP Grant. Major design elements included the reconstruction of the taxiway to address failing pavement conditions, grading issues and geometry corrections per the Advisory Circular along with the addition of a new aircraft holding apron along Taxiway F. The project was broken up into multiple work areas and bid packages to provide for a more competitive bidding environment.

Analysis:

The project was advertised for bidding as ITB 24-203 in April 2024 with pre-bid taking place on May 20, 2024, and the bid opening on June 5, 2024. Six vendors submitted a bid. CW Matthews Contracting submitted the lowest most responsive bid.

The base bid of the project includes but is not limited to, mobilization, airfield safety and traffic control, erosion control, the reconstruction of the existing taxiway (50' wide with 20' shoulders) consisting of approximately 15,000 square yards of new taxiway pavement and 10,000 square yards of new shoulder, drainage improvements, taxiway markings, and edge lights.

Financial Impact:

N/A

Alternatives:

N/A

Recommendation:

Approval of the construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for reconstruction of Taxiway F.

Funds are available in the following accounts:

This contract will be funded via FAA AIP Discretionary funds at a 90/5/5 percent split between federal, state, and local funds in the total amount of **\$8,128,445.19**. 551081304-5412110.

REVIEWED AND APPROVED BY:

N/A

NOTICE OF AWARD

TO:

PROJECT: **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY: _____

TITLE: _____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20__.

Witness _____ (Contractor) _____ (Seal)

Attest _____ By _____ (Seal) _____ (Title)

Witness _____ (Surety) _____ (Seal)

Attest _____ By _____ (Seal) _____ (Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal,
hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**, , in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in Richmond County Superior Court, or in the United States District Court for the Middle District of Georgia.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20__.

Witness _____ (Seal)
 _____ (Contractor)

Attest _____ (Seal)
 By _____ (Title)

Witness _____ (Seal)
 _____ (Surety)

Attest _____ (Seal)
 By _____ (Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION,**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (____) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20____.

TITLE: _____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20__ by and between, AUGUSTA GEORGIA, “Augusta,” a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called “Airport”, and _____, hereinafter called “Contractor”.

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **RECONSTRUCT TAXIWAY F**, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor’s Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor’s Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1 SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia’s Commission.

1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is

to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

- 1.2.5 **Project.** Augusta Regional Airport Taxiway F Reconstruction, including but not limited to the removal of approximately **26,000** square yards of existing asphalt taxiway and shoulder pavement, the construction of approximately **25,500** square yards of new taxiway and shoulder pavement, and associated electrical improvements.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards, and Practices.** The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued _____. The Contractor will mobilize with sufficient forces such that all work is completed within two hundred and eighty-five (**285**) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.
- 2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III **LIQUIDATED DAMAGES**

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV **PAYMENT**

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on _____, with a contract price of \$_____.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices.**

Contractor shall submit invoices to:
 Mead & Hunt, Inc.
 Attn: Edwin Scott
 5955 Core Road, Suite 515
 North Charleston, SC 29406

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required

and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V **FINAL INSPECTION**

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI **ACCEPTANCE AND FINAL PAYMENT**

6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE VIII
INSURANCE

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.
- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
- 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
- 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.
- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.
- 8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability:** \$2,000,000.00
Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

- 8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
 Risk Management
 535 Telfair Street
 Suite 920
 Augusta, GA 30901
 (706) 821-2502 (Fax)

- 8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers” as additional insureds.

ARTICLE IX **AIRPORT SECURITY REQUIREMENTS**

- 9.1 Contractor’s employees shall be required to operate in Airport’s secure areas. Contractor shall be required to obtain the Airport’s Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner’s security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor’s obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner’s safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be “badged” or a “badged” Contractor employee must escort them the entire time they are in these secured areas.

- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.
- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid, and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

- 11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses.”
- 11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.
- 11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.
- 11.4 **Addresses.**

<p>To OWNER:</p> <p style="margin-left: 40px;">Augusta Regional Airport Attn: Executive Director 1501 Aviation Way Augusta, Georgia 30906 Telephone: (706) 798-3236 Fax: (706) 798-1551</p>	<p>To CONTRACTOR:</p> <p style="margin-left: 40px;">Attn: Telephone: Fax:</p>
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With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901

Fax:

(706)

842-5556

- 11.5 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

- 12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

- 14.1 Contractor agrees and acknowledges that its employees and agent’s employees, as well as any subcontractors or subcontractors’ personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

- 15.1 Pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor’s current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 Independent Contractor/Subcontractor

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner’s employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor’s employees. The Owner shall not be responsible for payment of Worker’s Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor’s subcontractors or its agent’s employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 Force Majeure

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the

reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

- 16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.
- 16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:
- 16.2.3.1 any cause beyond its reasonable control;
 - 16.2.3.2 any act of God;
 - 16.2.3.3 inclement weather;
 - 16.2.3.4 earthquake;
 - 16.2.3.5 fire;
 - 16.2.3.6 explosion;
 - 16.2.3.7 flood;
 - 16.2.3.8 strike or other labor dispute;
 - 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
 - 16.2.3.10 delay or failure to act of any governmental or military authority;
 - 16.2.3.11 any war, hostility, or invasion;
 - 16.2.3.12 any embargo, sabotage, civil disturbance, riot, or insurrection;
 - 16.2.3.13 any legal proceedings; or
 - 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.
 - 16.2.3.15 any disease, epidemic, or pandemic

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 Assignment

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 Waiver

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 Compliance with Applicable Laws and Regulations

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 Patent Indemnity

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 Use of Augusta, Georgia Landfill

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

16.15 Inspection

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 Temporary Suspension or Delay of Performance of Contract

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

16.17 Entire Agreement

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 Governing Law

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 Legal Construction

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 Prior Contracts Superseded

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 Counterparts

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 Further Acts

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Dan Troutman, Aviation Commission Chair

Attest: _____
Dereena Harris, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me

this ____ day of _____, 202_.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20__ by and between, AUGUSTA GEORGIA, “Augusta,” a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called “Airport”, and _____, hereinafter called “Contractor”.

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **RECONSTRUCT TAXIWAY F** , for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor’s Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor’s Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1 SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia’s Commission.

1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is

to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

- 1.2.5 **Project.** Augusta Regional Airport Taxiway F Reconstruction, including but not limited to the removal of approximately **26,000** square yards of existing asphalt taxiway and shoulder pavement, the construction of approximately **25,500** square yards of new taxiway and shoulder pavement, and associated electrical improvements.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards and Practices.** The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued _____. The Contractor will mobilize with sufficient forces such that all work is completed within two hundred and eighty-five (**285**) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.
- 2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III **LIQUIDATED DAMAGES**

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV **PAYMENT**

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on _____, with a contract price of \$ _____.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices.**

Contractor shall submit invoices to:
 Mead & Hunt, Inc.
 Attn: Edwin Scott
 5955 Core Road, Suite 515
 North Charleston, SC 29406

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required

and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

- 4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V **FINAL INSPECTION**

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII CHANGES

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE VIII
INSURANCE

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.
- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
- 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
- 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.
- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.
- 8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability:** \$2,000,000.00
Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

- 8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
 Risk Management
 535 Telfair Street
 Suite 920
 Augusta, GA 30901
 (706) 821-2502 (Fax)

- 8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers” as additional insureds.

ARTICLE IX AIRPORT SECURITY REQUIREMENTS

- 9.1 Contractor’s employees shall be required to operate in Airport’s secure areas. Contractor shall be required to obtain the Airport’s Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner’s security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor’s obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner’s safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be “badged” or a “badged” Contractor employee must escort them the entire time they are in these secured areas.

- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.
- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X **REPRESENTATIONS AND WARRANTIES**

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses.**

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

- 12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

- 15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;

16.2.3.2 any act of God;

16.2.3.3 inclement weather;

16.2.3.4 earthquake;

16.2.3.5 fire;

16.2.3.6 explosion;

16.2.3.7 flood;

16.2.3.8 strike or other labor dispute;

16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other;

16.2.3.10 delay or failure to act of any governmental or military authority;

16.2.3.11 any war, hostility or invasion;

16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;

16.2.3.13 any legal proceedings; or

16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.

16.2.3.15 any disease, epidemic, or pandemic

16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.
- 16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.
- 16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.
- 16.11 **Waiver**
- The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.
- 16.12 **Compliance with Applicable Laws and Regulations**
- Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 Patent Indemnity

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 Use of Augusta, Georgia Landfill

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

16.15 Inspection

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 Temporary Suspension or Delay of Performance of Contract

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

16.17 Entire Agreement

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 Governing Law

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 Legal Construction

If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

16.20 Prior Contracts Superseded

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 Counterparts

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 Further Acts

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Dan Troutman, Aviation Commission Chair

Attest: _____
Dereena Harris, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me

this ____ day of _____, 202_.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Invitation to Bid

Item 12.

Sealed bids will be received at this office until **Wednesday, June 5, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **872 3311 9179; Passcode: 24203** for furnishing:

Bid Item #24-203 Taxiway F Reconstruction for Augusta, GA – Augusta Regional Airport

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

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

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 \$350.00.**

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) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, April 25, 2024**. 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, May 20, 2024 @ 11:00 a.m. Via Zoom Meeting ID: 871 8848 5438; Passcode: 24203. Optional Site Visit will be held on Tuesday, May 21, 2024; please contact Elizabeth Giles at (706) 796-4010 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, May 22, 2024 @ 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 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 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: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 25, 2024 and May 2, 9, 16, 2024
Metro Courier April 25, 2024

Revised: 2/19/20163



**Bid Opening: Bid Item #24-203 Taxiway F Reconstruction
for Augusta, GA – Augusta Regional Airport
Bid Date: Thursday, June 13, 2024 @ 3:00 p.m. via ZOOM**

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 97
Georgia Procurement Registry:
Pre-Bid Conference Attendees: 17
Total Packages Submitted: 6
Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	Addendum #1	SAVE Form	Bid Bond	Base Bid	Bid Option 1A	Bid Option 1B	Bid Option 2A	Bid Option 2B	Bid Option 3A	Bid Option 3B
Summers Concrete Contracting 5538 Coppage Road Hahira, GA 31632	Yes	297608	Yes	Yes	Yes	\$4,252,561.49	\$3,197,391.30	No Bid	\$1,043,717.50	\$1,346,079.90	\$6,765,134.94	No Bid
CW Matthews Contracting 1600 Kenview Drive Marietta, GA 30060	Yes	32751	Yes	Yes	Yes	\$4,148,812.75	\$2,806,172.14	No Bid	\$1,173,433.30	\$1,182,890.60	\$6,805,744.67	No Bid
Reeves Construction 1 APAC Industrial Way Augusta, GA 30907	Yes	667047	Yes	Yes	Yes	\$3,517,629.00	No Bid	\$2,657,645.00	\$876,200.00	No Bid	No Bid	\$5,657,289.00
ER Snell Contractor 1785 Oak Drive Snellville, GA 30078	Yes	22114	Yes	Yes	Yes	\$4,728,389.80	\$3,671,064.00	\$2,376,552.00	\$1,001,120.00	\$1,551,444.50	\$8,230,963.30	\$5,371,684.30
Independence Excavating 5720 E. Schaaf Road Independence, OH 44131	Yes	653545	Yes	Yes	Yes	\$3,724,065.00	\$4,688,822.50	No Bid	\$854,810.00	\$1,827,980.00	\$6,559,570.00	No Bid
Precision 2000 2215 Lawson Way Atlanta, GA 30341	Yes	144102	Yes	Yes	Yes	\$5,125,012.00	\$4,949,855.00	No Bid	No Bid	\$2,214,625.00	\$10,053,213.00	No Bid



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

July 8, 2024

Geri Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: Award Recommendation for Bid #24-203 Taxiway F Reconstruction

Dear Ms. Sams,

I am requesting Bid 24-203, for the Taxiway F Reconstruction, Base Bid plus Bid Option 1A and bid option 2A (Concrete Taxiway with Asphalt Shoulders Options), be awarded to CW Matthews Contracting, who is the qualifying low bidder.

If you have additional questions, please contact me at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Herbert L. Judon, Jr.', is written over a light blue horizontal line.

Herbert L. Judon, Jr., A.A.E, IAP
Executive Director

Cc: Darrell White, Deputy Director, Augusta Procurement Department
Nancy M. Williams, Contract Compliance Administrator, Augusta Procurement Department



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

Geri Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

RE: Reconstruction of Taxiway F – IFB #24-203

Dear Ms. Sams,

Please accept this attached justification letter from Mead & Hunt on behalf of Augusta Regional Airport regarding the Reconstruction of Taxiway F – IFB #24-203. The qualifying low bid has come in over budget but it is our position that there is justification to award this bid. The engineered estimate for this base bid preferred option was (\$6,656,659.90) while the qualifying low bid was (\$8,128,445.19) coming in at 22% higher than the engineer estimate. Due to volatile market conditions, the fact this is a rebid and the critical need for the rehabilitation to be completed by a compliance deadline, I respectfully request approval of this justification.

This project is proposed to be funded via a Federal Grant. The bid amounts have been sent to the FAA for review and we expect the additional cost to be covered via the grant.

If you have additional questions, please contact me at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon, Jr." with a stylized flourish at the end.

Herbert L. Judon, Jr., A.A.E., IAP
Executive Director



5955 Core Road, Suite 515
North Charleston, South Carolina 29406
803-520-2986
meadhunt.com

June 25, 2024

Mr. Herbert L. Judon, Jr. A.A.E., IAP
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

Subject: Taxiway F Reconstruction

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the proposed reconstruction of Taxiway F (IFB #24-203). Bids were opened and read publicly on June 13, 2024, at 3:00 pm, local time at the Augusta Procurement Department.

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids for the project. Bids were received from C.W. Matthews Contracting headquartered in Marietta, GA, Independence Excavating, Inc. headquartered in Independence, OH, Summers Concrete Contracting headquartered in Hahira, GA, Reeves Construction headquartered in Augusta, GA, ER Snell Contractor headquartered in Snellville, GA, and Precision 2000 headquartered in Atlanta, GA.

All bids received must be reviewed as a whole by the Augusta Procurement Department and compared to the Engineer's estimate. In the event that the apparent responsive and responsible low bid contractor is compliant yet exceeds the allowed 20% overage between the bid and estimate, justification must be provided by the Consultant (Mead & Hunt) to the Augusta Regional Airport and the Augusta Procurement Department prior to recommending award to the apparent low-bid contractor.

Based upon our review of the preferred option (Concrete Taxiway with Asphalt Shoulders), the base bid submitted by CW Matthews (\$8,128,445.19), was 22% higher than the Engineer's estimate (\$6,656,659.90) while also exceeding the original \$7,000,000 budget. The difference between these costs can be attributed to a few items.

Within the Engineer's estimate, the Mobilization and Airfield Safety & Security line items were based on a percentage of the base bid, not the base bid plus bid option 1A/1B and 2A/2B. The engineer's estimate was developed to not have a pre-determined option shown within the estimate itself. When factoring the bid options into the base bid, CW Matthews numbers are accurate compared to the entire cost of the project.

In addition to this factor, within the A/E industry, construction prices are still in flux compared to previous years due to supply chain issues, oils/gas costs, labor shortages, etc. In order to address these concerns, Contractor's must try to account for unknown issues within a climate of uncertainty. These factors are reflected across all bids received for this project and can be seen, for example, directly in the underdrain (PVC) and electrical line items.

After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate.

Because this project is proposed to be funded via a Federal Grant, it should be noted, that the bids received for this project have been provided to the Federal Aviation Administration (FAA) for their review and comment. In doing so, the two apparent low bids for both options were discussed in additional detail with the FAA prior to grant submittal. The discussion centered on the preferred alternative to consider and if funds were available to cover additional costs exceeding the original \$7,000,000 budget.

Should you have any questions, please feel free to contact us.

Sincerely,

MEAD & HUNT, INC.



Edwin J Scott, Jr., P.E.
Project Manager

cc:

Darrell White, City of Augusta Procurement
Nancy Williams, City of Augusta Procurement
Tim Weegar, Augusta Regional Airport
Elizabeth Giles, Augusta Regional Airport

Augusta Blueprint & Microfilm, Inc.

#24-203 Taxiway F Reconstruction for Augusta, GA - Augusta Regional Airport

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	
2	Reeves Construction Company			X	1 APAC Industrial Way Augusta, GA 30907 bcooper@reevescc.com	706-832-4008	706-731-8620
3	C.W. Matthews Contracting Co.,		X		1600 Kenview Drive Marietta, GA 30060 mikek@cwmatthews.com	770-422-7520	770-422-9361
4	Independence Excavating, Inc.				5720 E Schaaf Road Independence, OH 44131 bids@indexc.com	440-488-4428	216-674-8576
5	Summers Concrete Contracting, Inc.				5538 Coppage Road Hahira, GA 31632 summersoffice@windstream.net	229-794-1023	229-794-1218
6	Precision 2000, Inc				2215 Lawson Way Atlanta, GA 30341 jsalcedo@precision2k.com	470-568-4405	
7	Precision Approach, LLC				874 Harmony Road Eatonton, GA 31024 srgreen@precisionapproach.org	706-485-7201	
8	Piedmont Mining, LLC				815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	706-547-6553



Commission Meeting

September 17, 2024

Historic Preservation Ordinance, Bylaws and Guidelines

Department: N/A

Presenter: N/A

Caption: Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. **(Requested by Commissioner Sean Frantom)**

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Thursday, September 5, 2024 9:16 AM
To: Lena Bonner
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item as an addendum since I am 15 minutes late.

Motion to approve instructing the Planning and Development to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals.

Thank you,
Sean

Get Outlook for iOS

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1



Meeting Name: Public Services

Meeting Date: September 10, 2024

Item Name: FY2026 5311 Rural Grant Application Resolution

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2025, to June 30, 2026.

Background: The Augusta-Richmond County Commission annually approves Augusta Transit’s Sec. 5311 Rural Transit grant application for providing rural transportation service to the citizens of Augusta-Richmond County.

Analysis: The renewal of this contract will allow Augusta Transit to continue providing Rural transportation service to the citizens of Rural Augusta-Richmond County.

Financial Impact: The project will be funded 50/50 Operational Cost.

Operations 50/50 Split Federal	<u>\$141,975.00</u>	Local	<u>\$141,975.00</u>
	\$141,975.00		\$141,975.00
Grand Total	\$283,950.00		

Alternatives: Deny request.

Recommendation: Approve the submission of the grant application.

Funds are available in the following accounts: Rural Transit Budget for 07/1/25 and 06/30/26. In 2025 budget 54609-1120 and 54709-1120.

REVIEWED AND APPROVED BY: N/A

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Augusta, GA dba Augusta-Richmond County hereinafter referred to as the "Applicant",

1. That the Designated Official Garnett L. Johnson, Mayor, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of Augusta, GA dba Augusta-Richmond County with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

- 6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2024 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
- 7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Signature of Authorized Official

Garnett L. Johnson, Mayor

Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2024 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting Clerk Of Commission of _____ of

Augusta, GA dba Augusta-Richmond County
_____ (Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

_____, 2024.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer



SECTION 5311 - RURAL TRANSIT BUDGET For Contract period: July 01, 2025 - June 30, 2026

Item 14.

Subrecipient: Richmond County

District: 2

Date: 8/26/2024

State Budget Year: SFY 2026

Operating Period: 1-Jul-2025 To: 30-Jun-2026

Administrative Budget		Cost	Operating Budget		Cost	Capital Budget		Qty	Cost/Each
5011 A	Director Salary	\$13,428.00	5011 O	Driver Salary	\$92,030.00		Ford Transit 150 w/lift		
5011 A	Supervisor Salary	\$13,743.00	5011 O	Dispatcher Salary	\$14,760.00		Shuttle Van		
5011 A	Bookkeeper Salary	\$12,150.00	5011 O	Mechanic Salary	\$4,000.00		Shuttle Van / Lift		
5011 A	Secretary Salary	\$11,520.00	5015 O	Fringe Benefits (Operating)	\$8,009.00		Shuttle Bus**		
5015 A	Fringe Benefits (Administrative)	\$4,122.00	5015 O	Uniforms			Shuttle Bus / Lift**		
5020 A	Marketing		5020 O	Maintenance and Repair	\$7,500.00		3"- 6" Lettering		
5020 A	Drug & Alcohol Testing	\$720.00	5031 O	Fuel	\$57,071.00		Option 4 (2 color full logo		
5020 A	Audit	\$900.00	5032 O	Tires & Tubes	\$3,800.00		Mobile Radio		
5020 A	Rental Expenses/Equipment Rental		5039 O	Auto Parts/Vehicle Supplies	\$4,400.00		Base Radio		
5039 A	Office Supplies	\$360.00	5060 O	Taxes			Computer Hardware		
5040 A	Utilities/Communications	\$473.00	5090 O	Misc.	\$4,320.00		Roof Hatch		
5050 A	Vehicle Insurance	\$27,900.00	5101 O	Purchased Transportation			Bike Rack		
5060 A	Vehicle Licensing	\$45.00					Surveillance Systems		
5090 A	Travel/Dues						Tablets		
5090 A	Indirect Expenses						Mobility Management		
5090 A	Training	\$2,700.00					Other: Software Module		
							Other: Add Description		
							Other: Add Description		
Administrative Total		\$88,061.00	Operating Total		\$195,890.00	Capital Total		0	

Net Operating Summary

Administrative Total / Ratio	\$88,061.00	31.01%	**Note: Shuttle Buses Require CDL w/passenger endorsement 6" Lettering is a "MANDATORY" cost per vehicle and must equ total number of vehicles if selected
Operating Total / Ratio	\$195,890.00	68.99%	
Total Operating Budget		\$283,951.00	
4200.1 LESS: NON-Eligible Contract Revenue from other FTA Grants			

List below vehicles requesting to be replaced:

Public Transportation Budget \$283,951.00

Vehicle # Mileage

Item 14.

Net Operating Total \$283,951.00

Budget Summary

	Totals	Federal	State	Local
Operating Budget Total	\$283,951.00	\$141,975.00		\$141,975.00
4130 Advertising Revenue				
4300 ELIGIBLE LOCAL TAX AS LEVIED				
4300 OTHER ELIGIBLE FEDERAL CASH GRANTS				
4300 OTHER ELIGIBLE REVENUE				
Capital Budget Total	\$0.00	\$0.00	\$0.00	\$0.00
Budget Grand Total	\$283,951.00	\$141,975.00	\$0.00	\$141,975.00

**NOTE: Enter number in box if use Purchase of Service funds as Local Share Participation (LSP). POS revenues used as match cannot contain any FTA funding, i.e. 5310, 5316, 5317, 5307

Mileage

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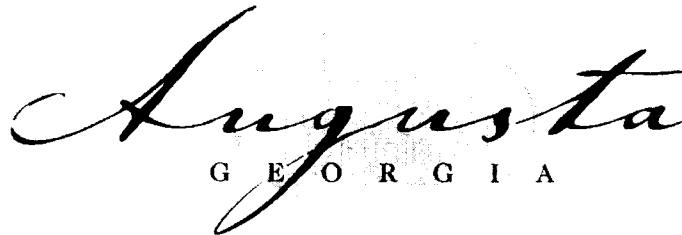


Public Services Committee

September 24, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on July 30, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
 Tuesday, July 30, 2024
 1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson
 Commissioner Sean Frantom
 Commissioner Stacy Pulliam
 Commissioner Wayne Guilfoyle

ABSENT

Commissioner Bobby Williams

1. **A.N. 24-33 – Existing Location, New Ownership: Retail Package for Beer and Wine, Pankaj Gupta** Applicant for **Aepex Augusta, LLC** located at 2940 Inwood Drive. District 5, Super District 9
 Motion to approve.
 Motion made by Guilfoyle, Seconded by Pulliam.
 Voting Yea: Frantom, Pulliam, Guilfoyle
 Motion carries 3-0.
2. **A.N. 24-36 - New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James Klugo** Applicant located at 551 Broad Street. District 1, Super District 9
 Motion to approve.
 Motion made by Pulliam, Seconded by Guilfoyle.
 Voting Yea: Frantom, Pulliam, Guilfoyle
 Motion carries 3-0.
3. Motion to approve installation of the Richmond County 911 Dispatch Notification System PURVIS at the Airport Fire Station as a sole source procurement. Approved by the Augusta Aviation Commission on June 27, 2024.
 Motion to approve.
 Motion made by Pulliam, Seconded by Guilfoyle.
 Voting Yea: Frantom, Pulliam, Guilfoyle
 Motion carries 3-0.

- 4. Motion to approve bid award contract for RFQ 24-185 – Augusta Regional Transportation Study 2055 Metropolitan Transportation Plan (MTP) to WSP USA, Inc.

Motion to approve.

Motion made by Pulliam, Seconded by Guilfoyle.
Voting Yea: Frantom, Pulliam, Guilfoyle

Motion carries 3-0.

- 5. Motion to approve the 2025 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.

Motion to approve.

Motion made by Pulliam, Seconded by Guilfoyle.
Voting Yea: Frantom, Pulliam, Guilfoyle

Motion carries 3-0.

- 6. Approve Award of On-Call Construction and Maintenance Services Contract to (1) ACC Restoration, (2) Contract Management, Inc., (3) GoldMech, Inc., (4) Horizon Construction and Associates, (5) Larry L McCord Design-Build, LLC, (6) LEP Contracting, LLC, (7) M & C Lawn Care and Maintenance Services, LLC, (8) Pamela’s Plumbing, LLC, (9) Sector One, Inc., (10) TFJ Construction, Inc., and (11) Vertex Roofing, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with an option to extend for two (2) additional one (1) year terms. Also approve \$500,000.00 from Central Services SPLOST 8 Account #330-05-1120-53.19120 to initiate funding as requested by Augusta Parks and Recreation and Central Services Department. RFP 23-186

Motion to approve.

Motion made by Pulliam, Seconded by Guilfoyle.
Voting Yea: Frantom, Pulliam, Guilfoyle

Motion carries 3-0.

- 7. Motion to approve the minutes of the Public Services Committee held on July 9, 2024.

Motion to approve.

Motion made by Pulliam, Seconded by Guilfoyle.
Voting Yea: Frantom, Pulliam, Guilfoyle

Motion carries 3-0.