



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, June 03, 2025

2:00 PM

INVOCATION

Reverend Christopher Leslie, Pastor, Walnut Grove Baptist Church

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

RECOGNITION(S)

- A. Proclamation recognizing the launch of the Mayor's Summer Reading Program. (**Requested by Mayor Garnett Johnson**)

DELEGATION(S)

- B. **April Coleman**-Olde Town neighborhood regarding concerns about the community impact of the placement of the new Center of Hope emergency shelter and soup kitchen a block from May Park.
- C. **Ms. Ann Sherman** regarding Hurricane Helene related storm issues in the area.
- D. **Chandra Bala** regarding lacking coordination in county office.
- E. **Mr. Moses Todd**, I Love Augusta to discuss household waste fee/tax, no non administrative transfer of Regional Landfill funds, and more than one waste hauler

CONSENT AGENDA

(Items 1-18)

PUBLIC SERVICES

1. Motion to **approve** A.N. 25-23 – Existing Location, New Ownership: Retail Package Beer and Wine. Pawan Kumar Burra applicant for Shambhavi Foods 2025 Inc located at 2502 Lumpkin Road, District 5, Super District 9. (**Approve by Public Services Committee May 27, 2025**)
2. Motion to **approve** A.N. 25-24 – New Location: Consumption on Premises Liquor, Beer, Wine & Sunday Sales. Ming Shi applicant for KHP Augusta LLC d/b/a K-Pot, located at 1343 Augusta West Parkway. District 3, Super District 10 (**Approve by Public Services Committee May 27, 2025**)
3. Motion to **approve** A.N. 25-25 – New Location: Consumption on Premises Liquor, Beer, and Wine. Marion Rodric Rosier is the applicant for Liddo's Bistro, located at 2601 Deans Bridge Road Ste C, Augusta GA 30906. District 2, Super District 9. **No Objectors (Approve by Public Services Committee May 27, 2025)**

- 4.** Motion to **approve** A.N. 25-26 – Existing Location, New Ownership: Retail Package Beer and Wine. Subrata Roy applicant for EB Market LLC d/b/a EB Food Mart located at 501 East Boundary Street, District 1, Super District 9. **No Objectors (Approved by Public Services Committee May 27, 2026)**
- 5.** Motion to **approve** request by Mattison Solomon for Massage Operator’s License to be used in connection with Seventy Bodyworks LLC located at 1433 Stovall Street Suite 5, Augusta GA 30904. District 2, Super District 9. **(Approved by Public Services Committee May 27, 2026)**
- 6.** **Review and Discussion of Short-Term Rental Ordinance & Proposed 30-Day Rental Limitation in the City of Augusta. (Requested by Mayor Johnson)**
- 7.** Motion to **approve** allowing APT to develop a plan relative to Richmond County Transit Micro Transit to give citizens of Richmond County an equitable access to public transit. **(Approved by Public Service Committee May 27, 2025)**

ENGINEERING SERVICES

- 8.** Motion **approve** award of Augusta’s Stormwater Facilities (Ponds) Maintenance Contract to American Eagle LLC, Augusta Lawn & Turf, LLC, Augusta Quality, and Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is for one year with renewal option of two additional years. Also, approve up to \$650,000 per year to fund Services under this contract. AE/25-157. **(Approved by Engineering Service Committee May 27, 20276)**
- 9.** Motion to **approve** the award of RFP 25-900A-Residential Waste & Recyclable Collection Services Contract to Coastal Waste Recycling, Inc. (Coastal) effective August 1, 2025 at service schedule & rates presented as attached Exhibit A, and with the option of Coastal providing Recycling Services by contracting directly with residents and others on request. The contract award is contingent upon receipt of signed contract, insurance, and other relevant required documents. The contract initial term is five (5) years with an option to renew for additional five-year term. RFP 25-900A/AE. **(Approved by Engineering Services Committee May 27, 2025)**
- 10.** Motion to **approve** making part of 2026 Budget regarding which (if any) components of the Draft Realignment Concept should be developed into a final proposal. **(Approved by Engineering Services Committee May 27, 2025)**

FINANCE

- 11.** Motion to **approve** the 2026 Budget Planning Calendar. **(Approved by Finance Committee May 27, 2025)**

PUBLIC SAFETY

- 12.** Motion to **approve** entering into a Memorandum of Agreement (MOA) between GEMA and Homeland Security Georgia Search and Rescue Team (GSAR) and to authorize the mayor to sign the appropriate documents.**(Approved by Public Safety Committee May 27, 2025)**
- 13.** Motion to approve accepting the FY26 CACJ Operating Grant for Family Treatment Court/Juvenile Drug Court in the amount of \$97,193 with a cash match of \$17,152.**(Approved by Public Safety Committee May 27, 2025)**
- 14.** Motion to **approve** accepting the FY26 CACJ Operating Grant for Adult Felony Drug Court, Mental health Court, and Veterans Court in the amount of \$549,800 with a \$97,024 cash match amount.**(Approved by Public Safety Committee May 27, 2025)**

15. Motion to **approve** Agreement with ClearGov for Digital Budget Book and Transparency Initiatives. (**Approved by Public Safety Committee May 27, 2025**)
16. Motion to **approve** additional grant funding for ARPA CY 2023-2025 in the amount of \$2,803,640. (**Approved by Public Safety Committee May 27, 2025**)

PETITIONS AND COMMUNICATIONS

17. Motion to **approve** the minutes of the May 20, 2025 Commission Meeting.

APPOINTMENT(S)

18. Motion to **approve** the appointment of Mr. Michael Meyers to the Historic Preservation Commission representing District 4.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 19-32)

ADMINISTRATIVE SERVICES

19. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
20. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family units to be sold to low income homebuyer.
21. Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department. (Bid 25-162)
22. Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company. (RFQ 18-164 - 22CSA046)
23. Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.
24. Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
25. Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
26. Have Administrator to provide an update to the succession plan, continuing education/training for all department. (**Requested by Commissioner Stacy Pulliam**)

FINANCE

- 27.** Motion to certify the estimated 2025 roll-back mill rates for County M&O and Urban Services M&O to the Board of Tax Assessors and Tax Commissioner.
- 28.** Discussion on the new James Brown Arena. **(Requested by Commissioner Alvin Mason)**

PUBLIC SAFETY

- 29.** Recommend motion to approve recommended changes to Animal Ordinance **(No recommendation from Public Safety Committee May 27, 2025)**

APPOINTMENT(S)

- 30.** Motion to **approve the appointment of** Michelle Lockhart to fill the unexpired term ending April 24, 2027 due to the resignation Mr. James Scott representing Super District 10 on the Richmond County Board of Tax Assessors. **(Requested by Commissioner Wayne Guilfoyle)**
- 31.** Motion to discuss and/or approve nominated appointments to the Richmond County Hospital Authority Board. **(Requested by Mayor Garnett Johnson)**

LEGAL MEETING

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



Commission Meeting

June 3, 2025

Mayor's Summer Reading Program

Department:	N/A
Presenter:	N/A
Caption:	Proclamation recognizing the launch of the Mayor's Summer Reading Program. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 3, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	April Coleman -Olde Town neighborhood regarding concerns about the community impact of the placement of the new Center of Hope emergency shelter and soup kitchen a block from May Park.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

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

Contact Information for Individual/Presenter Making the Request:

Name: April Coleman / delegation from Old Town neighborhood
Address: 346 Broad Street
Telephone Number: 706-832-9802
Fax Number: —
E-Mail Address: apriljoycoleman@gmail.com

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

- Concerns about new center for Hope being built
a block away from May Park and two blocks
from our neighborhood
- Request to discuss how May Park renovation may
need to be adjusted

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

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

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

**Commission Meeting**

June 3, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Ann Sherman regarding Hurricane Helene related storm issues in the area.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

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

Contact Information for Individual/Presenter Making the Request:

Name: Anne Sherman
 Address: 2349 Williams St Unit 112 Augusta Ga 30904
 Telephone Number: 843-271-8474
 Fax Number: _____
 E-Mail Address: 23andga@gmail.com

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

Hurricane Helene (storm related) issues, and
crime related issues in the area.

Please send this request form to the following address:

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

535 Telfair Street
 Augusta, GA 30901

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

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



Commission Meeting

June 3, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Chandra Bara regarding lacking coordination in county office.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 3, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd , I Love Augusta to discuss household waste fee/tax, no non administrative transfer of Regional Landfill funds, and more than one waste hauler
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Moses Todd <iloveaug2024@gmail.com>
Sent: Wednesday, May 28, 2025 4:30 PM
To: Lena Bonner
Subject: [EXTERNAL]

Ms. Bonner please put Moses Todd from I Love Augusta on the agenda to discuss household waste fee / tax, no non administrative transfer of Regional Landfill funds, and more than one waste hauler.

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



Public Services Committee Meeting

May 27, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-23 – Existing Location, New Ownership: Retail Package Beer and Wine. Pawan Kumar Burra applicant for Shambhavi Foods 2025 Inc located at 2502 Lumpkin Road, District 5, Super District 9
Background:	Existing Business Name – Laxmi 15 LLC
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-23

Application Type: Retail Package Beer & Wine– Existing Location/ New Ownership

Business Name: Shambhavi Foods 2025 Inc.

Hearing Date: May 27, 2025

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

Applicant: Pawan Kumar Burra

Property Owner: Laxmi 15 LLC

Address of Property: 2502 Lumpkin Road

Tax Parcel #: 097-3-253-01-0

Commission Districts: District 5,
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 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 or 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 issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00.

RECOMMENDATION:

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

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

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

COPY

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business SHAMBHAVI FOODS 2025 Inc
2. Business Address 2502 Lumpkin Rd, Augusta
3. City Augusta State GA Zip 30906
4. Business Phone (346) 208 0796 Home Phone (346) 208 0796
5. Applicant Name and Address: Pawan Kumar Burre
1094 Thompson Bridge Rd
Waynesboro, GA 30830
Email address Sfoods2025@gmail.com
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 091-3-253-01-0 Zoning B2
9. Location Manager(s) Pawan K. Burre

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 4/13/2025
12. Mailing Address:
Name of Business SHAMBHAVI FOODS 2025 Inc
Attention _____
Address 2502 Lumpkin Rd
City/State/Zip Augusta, GA-30906
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: SHAMBHAVI FOODS 2025 Inc
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Pawan Burre</u>	<u>owner</u>			<u>100</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
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: 2020

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



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

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

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

21. List owner or owners of building and property.
Lami 15 LLC

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

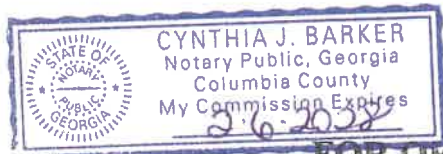
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

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

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

[Signature]
Applicant Signature

25. I hereby certify that _____ 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 _____ day of _____, in the year _____.



Cynthia J. Barker
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 foregoing application

Administrator

Date



Public Services Committee Meeting

May 27, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-24 – New Location: Consumption on Premises Liquor, Beer, Wine & Sunday Sales. Ming Shi applicant for KHP Augusta LLC d/b/a K-Pot , located at 1343 Augusta West Parkway. District 5, Super District 9
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$5,610.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 25-24

Application Type: Consumption on Premises Liquor Beer, Wine, and Sunday Sales – New Location (Full-Service Restaurant)

Business Name: KHP Augusta LLC d/b/a K-Pot

Hearing Date: May 27, 2025

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

Applicant: Ming Shi

Property Owner: Green Tree Augusta Development

Address of Property: 1343 Augusta West Parkway

Tax Parcel #: 041-0-071-01-0

Commission Districts: District 5, 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 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 \$5,610.00

RECOMMENDATION:

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

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

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

COPY

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business K-Pot
2. Business Address 1343 Augusta West Parkway
3. City Augusta State Georgia Zip 30909
4. Business Phone (917)832-3722 Home Phone () _____
5. Applicant Name and Address: Ming Shi
3382 Tanglewood Drive
Augusta, Georgia 30909
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 041-0-071-01-0 Zoning B2
9. Location Manager(s) Ming Shi
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 7-13-2023
12. Mailing Address:
Name of Business K-Pot
Attention Ming Shi
Address 3382 Tanglewood Drive
City/State/Zip Augusta, Georgia 30909
13. Ownership Type: () Corporation (X) Partnership () Individual
14. Corporate Name: KHP Augusta LLC List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Ming Shi	Owner	116-90-9480	3382 Tanglewood Drive, Augusta, GA 30909	100%

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

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

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

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



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

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

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

21. List owner or owners of building and property.
Greentree Augusta Development, LLC

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

Ming Shi
Applicant Signature

25. I hereby certify that Ming Shi 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 14th day of February, in the year 2025.

David C. Jones
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



Public Services Committee Meeting

May 27, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-25 – New Location: Consumption on Premises Liquor, Beer, and Wine. Marion Rodric Rosier is the applicant for Liddo's Bistro , located at 2601 Deans Bridge Road Ste C, Augusta GA 30906. District 2, Super District 9
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$4,365.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Liddo's Bistro
2. Business Address 2601 DEANS Bridge Rd Suite C
3. City Augusta State GA Zip 30906
4. Business Phone (706) 284-0213 Home Phone () _____
5. Applicant Name and Address: MARION Rodrig Rosier
4554 MIKE PADGETT Hwy
Augusta GA 30906
Email address Rob.Rosier@yahoo.com
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 071-3-205-00-0 Zoning B2
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Liddo's Bistro
Attention MARION R. Rosier
Address 2601 DEANS Bridge Rd Suite C
City/State/Zip Hephzibah GA 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
<u>HILDA VAN</u>	<u>PARTNER</u>	<u>249 33 7722</u>	<u>4522 Ridge Road</u> <u>Hephzibah GA 30815</u>	<u>48%</u>
<u>MARION ROSIER</u>	<u>PARTNER</u>	<u>255 17 4006</u>	<u>4554 MIKE PADGETT Hwy</u> <u>Augusta GA</u>	<u>52%</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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Wholesale					

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

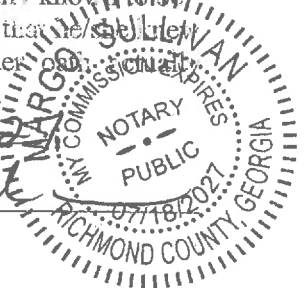
16. Have you ever applied for an Alcohol Beverage License before: YES
If so, give year of application and its disposition: 2008 BUSINESS CLOSE
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial MR



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Sachin Malhorta
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 alcoholic beverages are sold.
A) Church _____ B) School _____
C) 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 foregoing alcoholic beverage application are true.
25. I hereby certify that Marvin R. Rozier 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 3rd day of April, in the year 2021

Marvin R. Rozier
Applicant Signature

Mary Sullivan
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 foregoing application

Administrative

Date



Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 25-25

Application Type: Consumption on Premises Liquor Beer, and Wine– New Location
(Full-Service Restaurant)

Business Name: Liddo's Bistro

Hearing Date: May 27, 2025

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

Applicant: Marion Rodric Rosier

Property Owner: Prime Rental DB LLC

Address of Property: 2601 Deans Bridge Road Ste C

Tax Parcel #: 071-3-205-00-0

Commission Districts: District 2,
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 with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

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

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

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

May 27, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-26 – Existing Location, New Ownership: Retail Package Beer and Wine. Subrata Roy applicant for EB Market LLC d/b/a EB Food Mart located at 501 East Boundary Street, District 1, Super District 9
Background:	Existing Business Name – ET Food Store
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-26

Application Type: Retail Package Beer & Wine– Existing Location/ New Ownership

Business Name: EB Market LLC d/b/a EB Food Mart

Hearing Date: May 27, 2025

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

Applicant: Subrata Roy

Property Owner: East Boundary 24 LLC

Address of Property: 501 East Boundary

Tax Parcel #: 048-3-057-00-0

Commission Districts: District 1,
Super District 9



ANALYSIS:

Location Restrictions:

- **Zoning:** General 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.
- **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 \$1,330.00.

RECOMMENDATION:

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

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

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

COPY

Item 4.

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business EB MARKET LLC
2. Business Address 501 E BOUNDARY UNIT C
3. City AUGUSTA State GA Zip 30901
4. Business Phone (404) 453-6184 Home Phone ()
5. Applicant Name and Address: SUBRATA ROY
2654 ALLSBOROUGH WAY
Dacula, GA, 30019
Email address 501ebmarket@gmail.com
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: 01/17/2025
12. Mailing Address:
Name of Business EB MARKET LLC DBA EB FOOD MART
Attention _____
Address 501 E BOUNDARY UNIT C
City/State/Zip AUGUSTA, GA 30901
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: EB MARKET LLC
List name and other required information for each person having interest in the business.

Name	Position	SSN	Address	Share
SUBRATA ROY	OWNER	855-15-0906	2654 Allsborough Way, Dacula, GA 30019	100%

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

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

Total License Fee: \$ _____
Pro-rated License Fee: (After July 1 ONLY) \$ _____

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

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



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 had any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____

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

21. List owner or owners of building and property.
EAST BOUNDARY 24 LLC
SACHIN MALHOTRA

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

Subrata Roy
Applicant Signature

25. I hereby certify that SUBRATA ROY 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 7 day of March, in the year 2025.

[Signature]
Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date





Public Services Committee Meeting

May 27, 2025

Massage Operator's License Application

Department:	Planning and Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A request by Mattison Solomon for Massage Operator's License to be used in connection with Sevenity Bodyworks LLC located at 1433 Stovall Stret Suite 5, Augusta GA 30904. District 2, Super District 9.
Background:	New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
Alternatives:	N/A
Recommendation:	<p>Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements.</p> <p>Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.</p>
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Augusta-Richmond County
Planning & Development Department
Massage License Staff Report

Application Type: Massage Operators License – New Location

Business Name: Sevenity Bodyworks LLC

Hearing Date: May 27, 2025

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

Applicant: Mattison Solomon

Property Owner: UV Enterprise LLC

Address of Property: 1433 Stovall Street
Suite 5

Tax Parcel #: 044-3-075-01-0

Commission Districts: District 2,
Super District 9

Background: New Location



ANALYSIS:

Location Restrictions:

- **Zoning:** Professional/Office – P-1

LICENSE REQUIREMENTS:

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

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

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

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

RECOMMENDATION:

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

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.

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

Item 5.

- 1) Full Name of Applicant: Mattison Solomon
- 2) Home Address: 2309 Fiercrest Road Augusta, GA 30904
- 3) Telephone #: _____ SS#: _____ Date of Birth: _____
- High School Diploma: Yes ☒ No _____ or GED: Yes _____ No ☒
- 4) Trade name of Business of which personnel statement is a part of: Seventy Bodyworks LLC
- 5) Business Address: 1433 Stovall Street, Suite 5 Augusta, GA 30904
- 6) Business Telephone: 762-328-0454
- 7) Position of Applicant in Business: Owner. Licensed Esthetician, Licensed Massage Therapist
- 8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames _____
- 9) Place of Birth: Statesboro, Georgia U.S. Citizen ☒ yes () no
- Naturalized: _____ Date, Place and Court: _____
- Certification No: _____
- 10) Martial Status: () Married () Divorced () Separated () Widowed () Single ☒
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: _____ SS# _____
- 12) Applicants: Height: 5'7 Weight: 178 lbs Age: 25
- Color Hair: Dark Brown Color Eyes: Dark Brown

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

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
06	24	03	25	(massage LMT therapist)		Rosewater Spa & Wellness	GA	Start Business
03	24	Current		Certified Pharmacy Technician		Piedmont Augusta	GA	
03	23	12	23	LMT		Southern Chiropractic & Wellness	GA	moved locations/ graduated school
05	23	08	23	LMT		A Healing Oasis Luxury Spa	GA	wages, work unhealthily environment
08	23	09	23	LMT		Elements Massage	GA	Not enough pay.
01	22	01	23	Driver		Fed Ex Express	GA	Graduated School/work in career

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

From		Street	City	State
Month	Year			
03	2002	2309 Fieldcrest Road	Augusta	GA

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

11 years Lauren Collins 706-526-8046 3232 S 28th St. Apt 201 Alexandria VA 22302
 6 years Shania Moss 770-820-5627 3151 Mt. Zion Rd apt 6309 Stock
 2 years Courtney Sykes 803-629-0658 501 Spears Creek Church Rd, Elgin, SC 29045

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

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

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

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

VERIFICATION

State of Georgia Richmond County

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

Mattison Solomon
 Applicant's signature (Full name in ink)

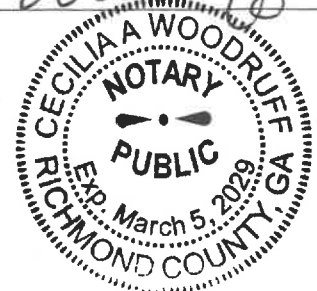
I hereby certify that Mattison Solomon (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statement and answers made therein, and, under oath

This April 17 day of April

in the year 2025

Cecilia A Woodruff
 Notary Public

Sheriff Department Approval _____ Disapproval _____





Public Services Committee

May 27, 2025

Short-Term Rental Ordinance & Proposed 30-day Rental Limitation

Department:	N/A
Presenter:	N/A
Caption:	Review and Discussion of Short-Term Rental Ordinance & Proposed 30-Day Rental Limitation in the City of Augusta. (Requested by Mayor Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee

May 27, 2025

Richmond County Transit

Department:	N/A
Presenter:	N/A
Caption:	Ms. Chelsea Carlson regarding Richmond Transit Micro Transit and citizens of Richmond County not being given fair and equitable access to public transit.
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



Engineering Services Committee Meeting

Meeting Date: May 27, 2025

Augusta's Stormwater Facilities (Ponds) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall)

RFP 25-157

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve award of Augusta's Stormwater Facilities (Ponds) Maintenance Contract to American Eagle LLC, Augusta Lawn & Turf, LLC, Augusta Quality, and Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is for one year with renewal option of two additional years. Also, approve up to \$650,000 per year to fund Services under this contract. AE/ 25-157
Background:	Stormwater facilities (ponds) maintenance is Augusta's Area-wide Stormwater NPDES MS4 permit requirement. It is essential activity to stay in compliance with this permit. Augusta owned ponds maintenance presently funded by stormwater utility funds. Augusta Commission established Stormwater Utility (SWU) Program effective January 1, 2016. One of the key elements of SWU is establishing proactive infrastructure maintenance program that includes Maintenance of Augusta owned stormwater management Facilities. Since then AED worked towards establishing a proactive Pond Maintenance program (Program) and provide pond maintenance services on a proactive schedule at a frequency of at least one cycle per year with option of 2 nd cycle contingent upon additional funds allocation by the Augusta Commission, if possible.
Analysis:	Proposals were received on January 31, 2025. Received proposals were evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. American Eagle LLC, Augusta Lawn & Turf, LLC, Augusta Quality, LLC, and Pond Maintenance of Augusta were the top four ranked and selected firms. Base year1 Fee of requested primary services Table is attached as Exhibit A and Stormwater Facility Groups Table is attached as Exhibit B.
Financial Impact:	Services are funded under Augusta Engineering Annual Operational budget by Stormwater Utility funds.

Alternatives: Do not approve contract award and find alternative ways performing maintenance of Augusta's stormwater facilities in compliance with stormwater Ms4 Permit requirements.

Recommendation: Approve award of Augusta's Stormwater Facilities (Ponds) Maintenance Contract to American Eagle LLC, Augusta Lawn & Turf, LLC, Augusta Quality, and Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is for one year with renewal option of two additional years. Also, approve up to \$650,000 per year to fund Services under this contract. AE/25-157

Funds are available in the following accounts: (\$650,000) 581044320-52.11120 - Stormwater Utility Funds

REVIEWED AND HM/sr
APPROVED BY:

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, January 14, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **829 2248 3414**; Passcode: **25157** furnishing:

RFP Item #25-157 Augusta's Stormwater Facility (Pond) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall) for Augusta, GA – Augusta Engineering and Environmental Services Department

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

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

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

Pre-Proposal Conference will be held on Monday, December 30, 2024 @ 10:00 a.m. via ZOOM – Meeting ID: 890 2696 3519; Passcode: 25157.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, December 31, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle December 5, 12, 19, 26, 2024
Metro Courier December 5, 2024

Revised:10/02/24



RFP Opening: RFP Item #25-157 Augusta's Stormwater Facility (Pond) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall) for Augusta, GA-
Engineering and Environmental Services Department
RFP Date: Friday, January 31, 2025 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out: 39
Total Number Specifications Download (Demandstar): 15
Total Electronic Notifications (Demandstar): 455
Georgia Procurement Registry: 2480
Pre-Proposal Conference Attendees: 25
Total Packages Submitted: 16
Total Noncompliant: 3


Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Original	7 Copies	Fee Proposal
American Eagle LLC 659 Henderson Dr. Suite D. Cartersville, GA 30120	Yes	Yes	1754166	Yes	Yes	Yes	Yes
ASAP Landscaping Management Group P. O. Box 360090 Decatur, GA 30036	Yes	Yes	234946	Yes	Yes	Yes	Yes
Augusta Lawn & Turf, Inc. 301 Baston Rd/3618 Phillips Dr. Augusta, GA 30907	Yes	Yes	202665	Yes	Yes	Yes	Yes
Augusta Quality LLC 3904 Wrightsboro Rd., Ste. C Augusta, GA 30909	Yes	Yes	639585	Yes	Yes	Yes	Yes
Bulldog Cuts, Inc. 907 Park Ave. Augusta, GA 30901	Yes	Yes	852742	Yes	Yes	Yes	Yes
Dragonfly Pond Works, LLC 1401 Moring St Raleigh, NC 27603	Yes	No/ Non-Compliant	256396	Yes	Yes	Yes	Yes
Environmental Management Acquisition LLC 305 Indigo Dr. Brunswick, GA 31525	Yes	Yes	647420	Yes	Yes	No/ Non-Compliant	Yes
Georgia's Green Lawn Care, Inc. 2204 Richards Rd. Augusta, GA 30906	Yes	Yes	1131193	Yes	Yes	Yes	Yes



RFP Opening: RFP Item #25-157 Augusta's Stormwater Facility (Pond) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall) for Augusta, GA-
Engineering and Environmental Services Department
RFP Date: Friday, January 31, 2025 @ 11:00 a.m. via ZOOM

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Georgia Procurement Registry: 2480
Pre-Proposal Conference Attendees: 25
Total Packages Submitted: 16
Total Noncompliant: 3


Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Original	7 Copies	Fee Proposal
LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Yes	Yes	1512510	Yes	Yes	Yes	Yes
Lumberjack Lawn and Landscaping LLC 3315 Limber Twig Lane Augusta, GA 30906	Yes	Yes	465374	Yes	Yes	Yes	Yes
M & C Lawncare & Maintenance Services LLC 3958 Wrightsboro Rd Ste. C Augusta, GA 30909	Yes	Yes	1661291	Yes	Yes	No/ Non-Compliant	Yes
Opterra Solutions, Inc. 270 Bruner Rd. Lexington, SC 29072	Yes	Yes	2207977	Yes	Yes	Yes	Yes
PCJ Quality Assurance, LLC 1072 Plum Rd. Jackson, SC 29831	Yes	Yes	1664810	Yes	Yes	Yes	Yes
Pond Maintenance of Augusta, LLC 3707 Colbert St. Augusta, GA 30906	Yes	Yes	067036	Yes	Yes	Yes	Yes
Tri Scapes, LLC 1595 Peachtree, Suite 204-396 Cumming, GA 30041	Yes	Yes	123689	Yes	Yes	Yes	Yes
Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907	Yes	Yes	648967	Yes	Yes	Yes	Yes



RFP Opening: RFP Item #25-157 Augusta's Stormwater Facility (Pond) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall) for Augusta, GA-
Engineering and Environmental Services Department
RFP Date: Friday, January 31, 2025 @ 11:00 a.m. via ZOOM
Evaluation Date: Friday, February 21, 2025 11:00 a.m. via ZOOM

Page 1 of 2

Vendors			American Eagle LLC 659 Henderson Dr. Suite D. Cartersville, GA 30120	ASAP Landscaping Management Group P. O. Box 360090 Decatur, GA 30036	Augusta Lawn & Turf, Inc. 301 Baston Rd/3618 Phillips Dr. Augusta, GA 30907	Augusta Quality LLC 3904 Wrightsboro Rd., Ste. C Augusta, GA 30909	Bulldog Cuts, Inc. 907 Park Ave. Augusta, GA 30901	Georgia's Green Lawn Care, Inc. 2204 Richards Rd. Augusta, GA 30906	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Lumberjack Lawn and Landscaping LLC 3315 Limber Twig Lane Augusta, GA 30906	Opterra Solutions, Inc. 270 Bruner Rd. Lexington, SC 29072	PCJ Quality Assurance, LLC 1072 Plum Rd. Jackson, SC 29831	Pond Maintenance of Augusta, LLC 3707 Colbert St. Augusta, GA 30906	Tri Scapes, LLC 1595 Peachtree, Suite 204-396 Cumming, GA 30041	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907	Dragonfly Pond Works, LLC 1401 Moring St Raleigh, NC 27603	Environmental Management Acquisition LLC 305 Indigo Dr. Brunswick, GA 31525	M &C Lawncare & Maintenance Services LLC 3958 Wrightsboro Rd Ste. C Augusta, GA 30909	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)															
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass /Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	FAIL	FAIL
2. Qualifications & Experience		(0-5)	20	5.0	3.0	5.0	5.0	3.0	2.0	2.0	2.0	3.3	2.0	5.0	3.5	2.8			
3. Organization & Approach		(0-5)	15	4.0	4.0	5.0	5.0	3.0	2.0	3.0	2.8	4.0	3.8	5.0	3.8	2.0			
4. Scope of Services: a. Detailed Scope of Services to be Provided i. Proposed scope of services is appropriate for all phases of the work. ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables i. Deliverables are appropriate to schedule and scope set forth in above requirements. c. Cost Control and Budgeting Methodology i. Proposer has a system or process for managing cost and budget. ii. Evidence of successful budget management for a similar project/service.		(0-5)	15	5.0	3.3	5.0	5.0	3.3	2.3	2.8	3.0	3.5	3.0	3.8	4.3	2.0			
5. Schedule of Work		(0-5)	10	5.0	4.0	5.0	5.0	3.0	2.0	3.0	3.0	4.0	3.5	5.0	5.0	3.5			
6. References		(0-5)	5	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0			
7. Proximity to Area - enter the point value for the one line only)																			
Within Richmond County		5	10			5.0	5.0	5.0	5.0	5.0	5.0			5.0					
Within CSRA		5	6									5.0			5.0				
Within Georgia		5	4	5.0	5.0									5.0					
Within SE		5	2								5.0								
All Others		5	1																
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)				29.0	24.3	30.0	30.0	22.3	18.3	20.8	20.8	24.8	22.3	28.8	26.5	20.3			
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																			
8. Presentation by Team		(0-5)	10																
9. Q&A Response to Panel Questions		(0-5)	5																
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)																			
Lowest Fees		5	10								5.0								
Second		5	6	5.0															
Third		5	4											5.0					
Forth		5	2				5.0												
Fifth		5	1			5.0													
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5.0	0.0	0.0	5.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0			
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																			
Total Cumulative Score (Maximum point is 500)				34.0	24.3	30.0	35.0	27.3	18.3	20.8	20.8	29.8	22.3	28.8	31.5	20.3			
Internal Use Only																			
Evaluator: Cumulative Date: Phase I - 2/21/25																			
Procurement Department Representative: _____ Nancy Williams _____																			
Procurement Department Completion Date: Phase I - 2/21/25																			



RFP Opening: RFP Item #25-157 Augusta's Stormwater Facility (Pond) Maintenance (Vegetative Cover, Shrubs/Trees, Control Structure/Outfall) for Augusta, GA-

Engineering and Environmental Services Department

RFP Date: Friday, January 31, 2025 @ 11:00 a.m. via ZOOM

Evaluation Date: Thursday, February 20, 2025 4:00 p.m. via ZOOM

Page 2 of 2

	American Eagle LLC 659 Henderson Dr. Suite D. Carterville, GA 30120	ASAP Landscaping Management Group P. O. Box 360090 Decatur, GA 30036	Augusta Lawn & Turf, Inc. 301 Baston Rd/3618 Phillips Dr. Augusta, GA 30907	Augusta Quality LLC 3904 Wrightsboro Rd., Ste. C Augusta, GA 30909	Bulldog Cuts, Inc. 907 Park Ave. Augusta, GA 30901	Georgia's Green Lawn Care, Inc. 2204 Richards Rd. Augusta, GA 30906	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Lumberjack Lawn and Landscaping LLC 3315 Limber Twig Lane Augusta, GA 30906	Opterra Solutions, Inc. 270 Bruner Rd. Lexington, SC 29072	PCI Quality Assurance, LLC 1072 Plum Rd. Jackson, SC 29831	Pond Maintenance of Augusta, LLC 3707 Colbert St. Augusta, GA 30906	Tri Scapes, LLC 1595 Peachtree, Suite 204-396 Cumming, GA 30041	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907	Dragonfly Pond Works, LLC 1401 Moring St Raleigh, NC 27603	Environmental Management Acquisition LLC 305 Indigo Dr. Brunswick, GA 31525	M & C Lawncare & Maintenance Services LLC 3958 Wrightsboro Rd Ste. C Augusta, GA 30909
Phase I	Weighted Scores															
Evaluation Criteria																
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	FAIL	FAIL
2. Qualifications & Experience	100.0	60.0	100.0	100.0	60.0	40.0	40.0	40.0	65.0	40.0	100.0	70.0	55.0	55.0	0.0	0.0
3. Organization & Approach	60.0	60.0	75.0	75.0	45.0	30.0	45.0	41.3	60.0	56.3	75.0	56.3	30.0	30.0	0.0	0.0
4. Scope of Services: a. Detailed Scope of Services to be Provided i. Proposed scope of services is appropriate for all phases of the work. ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables i. Deliverables are appropriate to schedule and scope set forth in above requirements. c. Cost Control and Budgeting Methodology i. Proposer has a system or process for managing cost and budget. ii. Evidence of successful budget management for a similar project/service.	75.0	48.8	75.0	75.0	48.8	33.8	41.3	45.0	52.5	45.0	56.3	63.8	30.0	30.0	0.0	0.0
5. Schedule of Work	50.0	40.0	50.0	50.0	30.0	20.0	30.0	30.0	40.0	35.0	50.0	50.0	35.0	35.0	0.0	0.0
6. References	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	0.0	0.0
7. Proximity to Area - enter the point value for the one line only)	Cost/Fee Proposal Consideration															
Within Richmond County	0.0	0.0	50.0	50.0	50.0	50.0	50.0	50.0	0.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0
Within CSRA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0	0.0	30.0	0.0	0.0	0.0
Within Georgia	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0
Within SE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
All Others	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)	330.0	253.8	375.0	375.0	258.8	198.8	231.3	231.3	252.5	231.3	356.3	285.0	205.0	175.0	0.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
8. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)																
Lowest Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Second	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Third	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0
Forth	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fifth	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)	30.0	0.0	0.0	5.0	10.0	0.0	0.0	0.0	50.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
Total Cumulative Score (Maximum point is 500)	360.0	253.8	375.0	380.0	268.8	198.8	231.3	231.3	302.5	231.3	356.3	305.0	205.0	175.0	0.0	0.0
Internal Use Only																
Evaluator: Date: Phase I - 1/31/25																
Procurement Department Representative: _____ Nancy Williams _____																
Procurement Department Completion Date: Phase I - 1/31/25																



ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Darrell White, Interim Director - Procurement *(Signature: D White 5/16/25)*

FROM: *(Signature: Hameed Malik)* Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

DATE: Wednesday, April 30, 2025

SUBJECT: Augusta Stormwater Facility (Pond) Maintenance (Vegetation cover, shrubs/Trees, Control Structure/Outfall)
Augusta, GA-Engineering & Environmental Services Department
RFP 25-157
File Reference: 25-014(A)

It is the final supplemental recommendation of Augusta Engineering (AE) to award RFP 25-157 (Augusta Stormwater Facilities (Ponds) Maintenance services) contract to the following four (4) firms along with the assigned Service Groups. AE has taken into consideration all submitted information and overall score secured by these firms to make this recommendation. In addition, AE reviewed submitted fees compared to AE's overall estimated fee and accordingly assigned each group fee allocation which is in line with received fees.

AED made final selection & Assignment as follows:

- i) Augusta Lawn & Turf, Inc. – Assigned groups are B, G, and I. One cycle service and associated base year fee is \$236,402.00.
- ii) Augusta Quality, LLC – Assigned groups are C, D, E, and F. One cycle service and associated base year fee is \$132,436.00.
- iii) Pond Maintenance of Augusta – Assigned group is K (Regional Facilities). Four Cycles service and associated base year fee is \$182,545.
- iv) American Eagle LLC – Assigned group are A, H, and J. One cycle service and associated base year fee is \$35,655.

AE is preparing a contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed contract and proper insurance documents.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

cc: Nancy Williams, Procurement Department
Charlie Gay, AED Assistant Director Engineering Maintenance
June Hamal, Augusta Engineering & Environmental Services
Program File

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov

EXHIBIT A**FEE PER ASSIGNED GROUP/ 25-157 SW FACILITIES (PONDS) MAINTENANCE**

Firm	Ponds Assigned Group	Assigned Group Base Year Fee	Maintenance Frequency
AMERICAN EAGLE	A, H, J Groups	\$35,655.00	One Cycle/yr
AUGUSTA LAWN & TURF	B, G, I Groups	\$236,402.00	One Cycle/yr
AUGUSTA QUALITY LLC	C, D, E, F Groups	\$132,436.00	One Cycle/yr
POND MAINTENANCE OF AUGUSTA	K Group	\$182,545.00	Four Cycles/yr

Notes: Following notes are applicable to All Facilities listed under Group A through Group K

- i) Must include yearly one cycle and two cycles "Full Maintenance" schedule with bid proposal.
- ii) Must possess Commercial State Licenses to apply Herbicide products or Herbicides/Pesticides.
- iii) Must submit copy of License to spray Herbicide products or Herbicides/Pesticides with bid package.
- iv) **TERM:** The term of the contract is for a 1 year period with an option to extend of an additional two (2) one (1) year terms upon mutual agreement and negotiation pricing.
- v) This project will be awarded by negotiated fee. Base year fee (both cycles; cycle 1 & cycle 2) and firm resources (equipment & workforce) will be used determining responsible qualified respondent. Augusta may choose more than one respondent for this work.
- vi) Work will be released on yearly basis starting July 2025. Contractor performance will be evaluated at end of Base Year 1. It will determine continuity of the contract with the firm for additional years.
- vii) Mobilization/Demobilization and Traffic Control shall be incidental to the line items above.
- viii) All work and materials without a specific pay item shall be considered incidental to related pay items.
- ix) For selected facility Augusta may release additional maintenance round immediately prior to Master's Week.
- x) Full Maintenance: means grass mowing, weeding and weed control application, tree (if present) trimming & underbrush cleaning, cleaning control structure and its vicinity area, grass cutting and cleaning outfall & its vicinity area, Pond fence minor repair.
- xi) Full Maintenance includes price for herbicide/insecticide material & spraying. Contractors will be required to provide all documentation.
- xii) Exclude eroded bank repair, control structure repair and outfall repair from price.
- xiii) Must include firm resources, including relevant equipment list and work force to perform requested services.
- xiv) Include supervisor assigned to this work name and experience.

EXHIBIT B

Category A Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
023-0-174-00-0	4029 Wheeler Woods Rd				
233-0-163-00-0	1002 Patriot Dr				
130-0-767-01-0	2616 Crosscreek Rd				
016-2-247-00-0	307 Chatham Rd				
012-2-111-00-0	2028 Bromley Ct				
123-3-227-00-0	1913 Neptune Dr				
198-2-007-00-0	1017 Ossabaw Dr.				
068-3-011-00-0	2217 Grandwood Ln.				
030-0-221-00-0	1235A Augusta West Pkwy				
095-0-183-00-0	2700 Blossom Dr.				
133-0-023-02-0	1941 Phinizy Rd				
017-0-133-00-0	3097 Westwood Rd				
038-4-005-00-0	410 Hill Haven Pl				
013-2-127-00-0	2436 Brentwood Pl				
154-0-305-00-0	4612A Shado Moss Ct				
140-0-548-00-0	3860 Woodlake Dr.				
194-0-125-00-0	2356 Willis Foreman Rd				
145-0-162-00-0	3527 Northpines Dr				
152-0-312-00-0	3781A Fairington Dr				
016-0-485-00-0	14 Park Pl				
166-0-311-00-0	3930 Wexford Ct				
031-2-117-00-0	2800 Scarlett Dr				
143-1-038-00-0	3416B Thomas Pl				
039-4-007-00-0	3211 Peninsula Pl				
013-4-273-00-0	2439 Brentwood Dr				

068-3-045-00-0	2588 Leland Dr				
215-0-303-00-0	1262 Paramount Ct				
095-0-207-00-0	2501 Blossom Ct				
119-0-473-00-0	2915 Meadowbrook Ct				
141-0-429-00-0	3814 Woodlake Dr				
214-0-233-00-0	1063 Woodberry Dr				
166-0-368-00-0	4028 Ramswood Dr				
040-3-082-00-0	3259 Peninsula Dr				
142-0-067-00-0	4428 ELK Grove Trail				
155-0-119-00-0	4712A Broad Oak Ct				
131-0-026-06-0	2477 Nordahl Dr				
171-0-186-00-0	3962 Debra Ct				
129-2-003-00-0	2785 Crosscreek Rd				
177-0-059-00-0	2787A Davis Mill Rd				
128-0-102-00-0	3622 Karleen Rd				
068-3-022-00-0	2303 Butternut Ct				
052-0-432-00-0	3005 Mabus Dr				
118-0-346-00-0	2920 Algernon Cir				
140-0-672-00-0	3870 Woodlake Dr				
085-2-178-00-0	2804 Thomas Lane A				
	TOTAL \$				

Category B Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
023-0-341-00-0	42 Eagle Pointe				
018-0-442-00-0	263 Lafayette Dr				
165-1-117-01-0	2113 Bradley Ct				
182-4-013-00-0	3827 Hellow Keg Dr				
142-0-058-00-0	4508A Lakeland Cr				

302-0-047-00-0	4809 Trunnion Dr				
039-0-212-00-0	2924 Pillar Ln				
107-0918-00-0	3545 Mutimer Dr				
095-0-170-00-0	3339 Deans Bridge Rd				
039-0-191-00-0	3105A Ocean Dr				
167-2-043-00-0	4314 Sanderling Dr				
143-1-016-00-0	3585 Stanton Ct				
184-1-016-00-0	2043 Country Place Dr				
095-0-269-00-0	2900 Rashaw Dr				
066-4-001-00-0	4113 Elders Dr				
118-0-437-00-0	2851 Brentway Dr				
194-0-138-00-0	4113 Foreman Way				
095-0-170-03-0	3339 Deans Bridge Rd				
119-0-614-00-0	2926 Dahlia Dr				
132-0-012-00-0	3012 Erik Ct				
155-0-168-00-0	2567 Smoke Treet Rd				
182-0-056-00-0	3913 Union Grove Cir				
179-4-035-00-0	4820 Jasmine Way				
130-0-872-00-0	2703 Crosscreek Rd				
094-0-373-00-0	3238 Amanda Cir				
165-1-018-00-0	1919 Mitchell Pl				
143-3-064-00-0	3644 Stanton Ct				
040-3-064-00-0	2947 Galahad Wat				
214-0-168-00-0	4108 Burning Tree Ln				
213-0-002-00-0	1735 Lawrence Rd				
184-0-155-00-0	3012 John Paul Xing				
140-0-549-00-0	3837A Woodlake Dr				
142-4-145-00-0	3692 Bansbury Pl				
023-0-343-00-0	313 Exchange Dr				

143-0-478-00-0	3471A Linderwood Dr				
214-0-303-00-0	1031 ½ Woodberry Dr				
164-0-022-00-0	2734 ½ Davis Mill Rd				
042-4-132-00-0	3174 Summerchase Pl				
031-2-127-00-0	1326 Jackson Rd				
	TOTAL \$				

Category C Ponds – One (1) Cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
030-0-304-00-0	2112 Larks Ct				
057-3-129-01-0	2250 Leeway Landing				
053-4-082-00-0	3278 Lexington Way				
163-0-010-01-0	3010 Birdwell Rd				
152-0-489-00-0	2614 Spirit Creek Rd				
128-0-117-00-0	3647A Karleen Rd				
054-4-006-00-0	1056 Franke Industrial Dr				
213-0-210-00-0	1809A Sheffield Ct				
214-0-096-00-0	4302A Big Dipper Cir				
041-1-053-00-0	1350 Marks Church Rd				
155-0-152-00-0	4338 White Pine Ct				
095-1-001-00-0	3501 Tullocks Hidd Dr				
052-0-601-02-0	5019 Clarkston Dr				
041-1-053-02-0	1350 Marck Church Rd				
053-0-091-00-0	3744 Belair Rd				
053-2-026-00-0	3801 Barnett Crossing				
233-0-157-00-0	Timberwood Dr				
	TOTAL \$				

Category D Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
165-1-083-00-0	2027 Walton Farms Dr				
179-4-035-00-0	4820 Jasmine Way				
022-0-085-00-0	660 Frontage Rd				
053-2-052-00-0	3917 Barnett Xing				
057-1-237-00-0	2235 Walden Dr				
139-0-354-00-0	2535A Sandridge Ct				
167-2-043-00-0	4314 Sanderling Dr				
016-0-437-00-0	255 Camilla Ave				
152-0-403-00-0	3847 Crest Dr				
132-0-070-00-0	2152B Chadwick Rd				
152-0-410-00-0	4360 Creekview Dr				
129-0-715-00-0	2820 Bradford CT				
139-0-223-00-0	2874 Pepperdine Dr A				
183-0-075-00-0	1738 Tamarind Way				
	TOTAL \$				

Category E Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
132-0-482-00-0	3422 Stoney Brook Rd				
198-0-382-00-0	3518 Southern Xing				
165-0-129-00-0	2706 Spirit Creek Rd				
140-0-515-00-0	3902 Bowen Dr				
123-3-235-00-0	3402 Mike Padgett				
143-0-730-00-0 143-0-871-00-0	2535 Smoketree Rd/ 3353 Hamden Rd				
183-4-019-00-0	2114 Heather Cove				
	TOTAL \$				

Category F Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
130-0-518-00-0	2800 Bradford Ct				
084-0-003-01-0	2852 Lumpkin Rd				
084-3-156-01-0	2915 Deen Rd				
181-3-042-00-0	2440 Orchard Dr				
153-0-013-00-0	2367 Travis Rd				
	TOTAL \$				

Category G Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
052-0-096-00-0	1601 Flagler Rd				
110-1-062-00-0	2202 Harding Rd				
095-4-052-00-0	3469 Toms Dr				
	TOTAL \$				

Category H Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
178-0-106-01-0	1145 Walton Trail				
107-0-085-04-0	3314 Deans Bridge Rd				
085-3-038-00-0	2416 Baywood Dr				
	TOTAL \$				

Category I Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
232-0-217-00-0	1569 Pine Ridge Dr E				
053-0-079-02-0	3000 Norwood Dr				
167-0-617-00-0	2052 Boykin Rd				
054-2-004-02-0	1650 Wylids Rd				
118-0-478-01-0	3528 Pebble Creek Rd				
	TOTAL \$				

Category J Ponds – One (1) cycle / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
129-0-537-01-0	3446 Saddle Horn Rd				
152-0-234-00-0	2619 Anthony Dejuan Pkwy				
170-0-239-00-0	2063 Forward Augusta Dr				
142-4-014-00-0	3238 Warwick Pl				
	TOTAL \$				

Category K Ponds – Two (2) cycles / year		Cost \$ Full Maintenance (Ground, Structure, Outfall)			
PIN	LOCATION	BASE YEAR 1	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
018-0-364-02-0	365 Lafayette Dr				
018-0-001-01-0	3011 Skinner Mill Rd				
032-3-001-00-0	Hiers {Pond}				
032-1-030-16-0	Lake Aumond				
058-1-001-00-0	Turknett Spring Facility				
040-0-158-00-0	Wrightsboro Rd Facility				
057-3-218-00-0	2260/2250 Walden Dr				
110-4-336-02-0	Windsor Spring Rd Facility				
	TOTAL \$				

HOME DETOX
2002 LANIER DR
AUGUSTA, GA 30904

RISE & SHINE LAWN CARE
PO BOX 443
HEPHZIBAH, GA 30815

NICHOLAS NAVARRE SERVICES
116 SHADOWOOD DR
MARTINEZ, GA 30907

S&S LAWN CARE
5009 DEER TRAIL DR.
HEPHZIBAH, GA 30815

GREEN HARVEST LAWN CARE
838 HIGH GREEN CT
GROVETOWN, GA 30813

PIEDMONT LANDSCAPE MGT INC
2013 FRANKE CT
AUGUSTA, GA 30909

RANDY'S LAWN & TREE SERVICE
2524 BRIARWOOD AVE.
AUGUSTA, GA 30906

NEIGHBORHOOD YARD CARE LLC
8615 CRENSHAW DR.
GROVETOWN, GA 30813

WEED SLAYER
702 MCKNIGHT INDUSTRIAL BLVD
AUGUSTA, GA 30907

AUGUSTA LAWN & TURF
3618 PHILLIPS DR
MARTINEZ, GA 30907

NAPIER LAWN CARE
2387 LESLIE CIRCLE
AUGUSTA, GA 30906

AUGUSTA QUALITY LAWN CARE
1504 KERON WAY
HEPHZIBAH, GA 30815

KATHLEEN'S LAWN & SHRUB CARE
3066 DAMASCUS RD
AUGUSTA, GA 30909

BRIARWOOD GROUP
1048 FRANKE INDUSTRIAL DR.
AUGUSTA, GA 30909

TOP CUT LAWN CARE
159 SEATON AVE
GROVETOWN, GA 30813

JACOBS LAND MANAGEMENT
118 WOODLAND RD
AUGUSTA, GA 30907

WYATT EARTH LLC
1923 MCLEAN PLACE
HEPHZIBAH, GA 30815

CSRA LANDSCAPING
2232A PEACH ORCHARD RD
AUGUSTA, GA 30906

TURNERS LAWN CARE
3343 HAMDEN ST
AUGUSTA, GA 30906

CHARLES W. WARE LLC
2940 HILL CREEK DR
AUGUSTA, GA 30909

CREATIVE LANDSCAPING
3032 STERLING RD.
AUGUSTA, GA 30907

GEORGIA'S GREEN LAWN CARE LLC
2204 RICHARDS RD
AUGUSTA, GA 30906

LUMBERJACK LAWN & LANDSCAPING
3315 TIMBER TWIG LN
AUGUSTA, GA 30906

CONIFER LANDSCAPING
815 CONIFER RD.
AUGUSTA, GA 30909

C & C VAUGHN LAWN SERVICE
2715 BERTRAND RD.
AUGUSTA, GA 30906

BRITT'S LAWN SERVICE
2015 OLD SAVANNAH RD.
AUGUSTA, GA 30901

BULLDOGS CUTS
907 PARK AVE
AUGUSTA, GA 30901

BELL'S LAWN MAINTENANCE
3202 WARWICK PL
HEPHZIBAH, GA 30815

BETTER LAWN AND GARDENS LLC
2410 PAR DR.
AUGUSTA, GA 30906

BORSETH'S LAWN CARE
5065 DEER TRAIL DR.
HEPHZIBAH, GA 30815

**POND MAINTENANCE OF AUGUSTA
3707 COLBERT ST
AUGUSTA, GA 30906**

**IN HIS NAME LAWCARE
3550 CRAWFORDVILLE DR.
AUGUSTA, GA 30906**

**GREEN IMAGE
4170 ARLINGTON RD
EVANS, GA 30809**

**T. GARRETT ENTERPRISE LLC
2326 WALDEN DR. STE B.
AUGUSTA, GA 30904**

**B & C SOLUTIONS
3412 SUTTON PL
AUGUSTA, GA 30906**

**AUGUSTA GREENS RIGHT AWAY
1600 KERON WAY
HEPHZIBAH, GA 30815**

**BELL'S LAWN CARE
811 LANEY WALKER BLVD
AUGUSTA, GA 30901**

**AUGUSTA QUALITY LLC
3904 WRIGHTSBORO RD. STE C
AUGUSTA, GA 30909**

**AUGUSTA STUMP MASTER
1884 MCDADE FARM RD.
AUGUSTA, GA 30906**

**HAMEED MALIK
ENVIRONMENTAL SERVICES**

**JUNE HAMAAL
ENVIRONMENTAL SERVICES**

**PHYLLIS JOHNSON
COMPLIANCE**

BIDDERS LIST

Item 8.

BID () RFP () RFQ () ITEM # 25,157

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
1/14/25	Loving Augusta Lawn Care	2137 Highway 140 30815	25,157	Picked up JS

BIDDERS LIST

 BID () RFP (✓) RFQ () ITEM # 25-157

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	^{handed} MAILED BY
1/27/25	<i>[Signature]</i>	907 park Ave Augusta GA 30901	25 157	on
1/27/25	MasterCity Greener	2908 postell Ct Hephzibah GA	25 157	on

25-157

Planholders

Add Supplier

Export To Excel

Supplier (15)

Supplier	Download Date
Atlanta Premier Tree Solutions LLC	12/05/2024
Binzha Landscape & Lawn LLC	12/17/2024
ConstructConnect	01/08/2025
Dalton Landscapes	12/11/2024
DeAngelo Contracting Services, LLC	12/06/2024
Dodge Data	12/05/2024
Forest Maintenance and Lawn Care	12/05/2024
Gator Dredging	12/05/2024
GovGuide	12/19/2024
KiTCo	01/06/2025
Lawn Monarchz, LLC	12/16/2024
mastercity Greener	01/10/2025
Onvia, Inc. - Content Department	12/05/2024
SOUTHERN TREE PROS	12/10/2024
Tri Scapes	01/09/2025

Add Supplier

Supplier Details

Supplier Name	Atlanta Premier Tree Solutions LLC
Contact Name	Jeff Roth
Address	6065 Lake Oak Landing , Cumming, GA 30040

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Services Committee Meeting

Meeting Date: May 27, 2025

Augusta Solid Waste & Recycling Collection Services Contract

Service Area- Zone 1, Zone 2, and Zone 3

RFP 25-900A

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve the award of RFP 25-900A-Residential Waste & Recyclable Collection Services Contract to Coastal Waste Recycling, Inc. (Coastal) effective August 1, 2025 at service schedule & rates presented as attached Exhibit A, and with the option of Coastal providing Recycling Services by contracting directly with residents and others on request. The contract award is contingent upon receipt of signed contract, insurance, and other relevant required documents. The contract initial term is five (5) years with an option to renew for additional five-year term. RFP 25-900A/AE
Background:	<p>Augusta, Georgia (City) Waste Collection & Disposal Services are presently provided by two waste haulers under RFP 12-112. The term of this contract expired December 31, 2021, however, services continued under contract renewal options with present extension under transition agreements that are ending July 31, 2025. For continuity of services a new Request for Proposal (RFP 25-900) was posted in June 2024 with closing by August 21, 2024. The department made the RFP award recommendation to Augusta Commission to award contract to two (2) top-rated waste hauling firms. However, Augusta Commission denied the RFP25-900 award and directed the Department to redo RFP with option awarding the contact to a single waste hauling contractor. Hence the Department initiated RFP 25-900A in February 2025 with closing date April 2, 2025. The 2012 contract services included “Recycling”, however, resident participation in the recycling program is minimum and not cost effective. Hence, RFP 25-900A included a “Recycling” option as “Add on Service” either as “Recycling” provided by the contract awarded contractor or by the Augusta, GA under a separate account setup on request by property owner & others. There will be a separate fee charge for Recycling service.</p>
Analysis:	RFP’s were received on April 2, 2025 and were evaluated based on criteria outlined in the RFP document and ranked accordingly. Following firms submitted proposals.

<u>Name</u>	<u>Rating</u>
1. Georgia Waste Systems, LLC	388.3/425
2. Coastal Waste & Recycling of Georgia, LLC	363.0/425
4. Ryland Environmental, Inc.	283.3/425

The Department initiated fee negotiation with the top rated firm Georgia Waste System first. However consensus on acceptable fee unit rates was not reached and the Department proceeded negotiating fee unit rates with the second top rated firm, Coastal Waste & Recycling.

Financial Impact: Services cost is covered by Environmental Services Waste Collection Contract revenue.

Alternatives: No alternate proposed

Recommendation: Approve the award of RFP 25-900A-Residential Waste & Recyclable Collection Services Contract to Coastal Waste Recycling, Inc. (Coastal) effective July 31, 2025 at service schedule & rates presented as attached Exhibit A, and with the option of Coastal providing Recycling Services by contracting directly with residents and others on request . The contract award is contingent upon receipt of signed contract, insurance, and other relevant required documents. Contract initial term is five-year (5) with an option to renew for additional five-year term. RFP 25-900A/AE

Funds are available in the following accounts: 542000000-3441122 - Environmental Services Waste Hauling Contract Revenue. The waste contract charge is budgeted in account 542 044110- 5222110.

REVIEWED AND APPROVED BY: HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, March 25, 2025 @ 3:00 p.m.** via ZOOM Meeting ID: **849 2718 2873**; Passcode: **25900** furnishing:

RFP Item #25-900A Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three for Augusta, GA – Augusta Engineering and Environmental Services Department

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 14, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond for annual revenue and a 25% payment bond of annual contract value will be required for award.**

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

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

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

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

**Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle February 20, 27, 2025 and March 6, 13, 2025
Metro Courier February 20, 2025

Revised:10/02/24



**RFP Opening: RFP Item #25-900A Solid Waste Collection and Disposal Services
Area Zone One, Zone Two, and Zone Three for Augusta, GA-
Engineering and Environmental Services Department
RFP Date: Wednesday, April 2, 2025 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 320
Georgia Procurement Registry: 840
Total Packages Submitted: 3
Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Georgia Waste Systems, LLC 208 Prep Phillips Dr. Augusta, GA 30901	YES	YES	11557	YES	YES	YES	YES
Coastal Waste & Recycling, Inc. 3925 Goshen Industrial Blvd Augusta, GA 30906	YES	YES	1215852	YES	YES	YES	YES
Ryland Environmental, Inc. 4132 Wallie Drive Augusta, GA 30906	YES	YES	1333760	YES	YES	YES	YES



RFP Item #25-900A Solid Waste Collection and Disposal Services
Area Zone One, Zone Two, and Zone Three
for Augusta GA - Engineering and Environmental Services Department
RFP Date: Wednesday, April 2, 2025 @ 3:00 p.m. via ZOOM
Evaluation Date: Thursday, April 17, 2025 @ 2:00 p.m. via ZOOM

Item 9.

Vendors			Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 3925 Goshen Industrial Blvd. Augusta, GA 30906	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 3925 Goshen Industrial Blvd. Augusta, GA 30906	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience • Relevant Services experience, specific qualifications, waste hauling expertise & Recycling Services • Ongoing similar services contracts with other large entities • Collection response time history • Waste hauling Contractual dispute and environmental compliance history	(0-5)	20	4.9	4.0	3.2	98.7	80.0	63.3
3. Organization & Approach • Understanding & familiarity of requested services • Roles & Organization of proposed Team serving this contract • Waste Hauling contract and services management approach • Proposed team role in contracted services delivery	(0-5)	15	4.6	4.4	3.3	69.0	66.5	50.0
4. Scope of Services (30 points) - • Service delivery implementation plan • Customer service procedures • Service route management process/strategy • Service delivery communication with client process/strategy	(0-5)	15	4.6	3.6	3.0	69.0	54.0	45.0
5. Available Resources and Financial Stability • Firm resources needed for completing requested services in timely manner and on schedule • Firm backup resources for continuity of uninterrupted services during primary assigned equipment failure or workforce emergency • Firm financial health and ability to provide needed resource	(0-5)	10	4.7	4.2	3.3	46.7	41.7	33.3
6. References	(0-5)	5	5.0	4.2	4.3	25.0	20.8	21.7
7. Proximity to Area - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Within Richmond County	5	10	5.0	5.0	5.0	50.0	50.0	50.0
Within CSRA	5	6				0.0	0.0	0.0
Within Georgia	5	4				0.0	0.0	0.0
Within SE	5	2				0.0	0.0	0.0
All Others	5	1				0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			28.8	25.4	22.2	358.3	313.0	263.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10		5.0		0.0	50.0	0.0
Second	5	6	5.0			30.0	0.0	0.0
Third	5	4			5.0	0.0	0.0	20.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	30.0	50.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
Total Cumulative Score (Maximum point is 525)			33.8	30.4	27.2	388.3	363.0	283.3
Internal Use Only								
Evaluator: Cumulative Date: 4/17/25								
Procurement Department Representative: _____ Nancy Willfiams _____								
Procurement Department Completion Date: 4/17/25								




ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Saturday, April 19, 2025

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900A
File Reference: 25-014(A)

It is the initial recommendation of Augusta Engineering & Environmental Services Department (AEES) to award RFP 25-900A "Solid Waste & Recyclable Services-Services Area Zone one, Zone Two, and Zone Three" contract to the top rated responsible qualified bidder, Georgia Waste System, LLC (GWS). AEES further recommends and requests that the scope of services Implementation detail discussion be initiated with GWC and entering fee negotiations. If scope implementation details and fee negotiation efforts failed to reach a consensus then accordingly AEES will issue supplemental recommendations for entering similar negotiations with second top rated firm. AEES will make RFP 25-900A award final recommendations at completion of aforementioned negotiations.

Based on RFP 25-900A evaluation criteria, received three qualified proposals ranked as i) First (top rated) - Georgia Waste System, LLC (score 388.3/425), ii) Second -Coastal Waste & Recycling of Georgia, LLC (score 363.0/425), and iii) Third- Ryland Environmental (score 283.3/425).

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Oscar Flite, Augusta Engineering & Environmental Services
Program File




ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

DATE: Friday, May 2, 2025

SUBJECT: Fee Negotiation Cancellation
RFP 25-900A Solid Waste & Recyclable Collection Services-Zone one, Zone two, Zone three
File Reference: 25-014(A)

Augusta Engineering & Environmental Services (AE) is recommending cancel fee negotiation with Georgia Waste System, LLC (GWS) for RFP# 25-900A (Solid Waste & Recyclable Collection Services-Zone one, Zone Two, & Zone Three). GWS is first top rated firm selected under RFP 35-900A. AE entered fee negotiation with it for requested services. AE had two meetings with GWS to negotiate a fee that is acceptable for providing waste & recyclable services in Service Zone One, Zone Two, & Zone Three. AE & GWS had two round of fee unit rates negotiations, however, both parties failed to reach consensus on mutually acceptable final fee unit rates. The Augusta Engineering has determined that it is not in the best interest of Augusta, Georgia to continue with fee negotiations with GWS and is requesting to move forward entering contract & Fee negotiations with the next highest ranked vendor, Coastal Waste & Recycling of Georgia, LLC.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Oscar Flite, Augusta Engineering & Environmental Services
Program File

*Procurement Department**Mr. Darrell White, Interim Director*

May 5, 2025

Certified Mail/Email (gcouncil@wm.com)
70192280000128352079

George Council
Georgia Waste Systems, LLC.
208 Prep Phillips Drive
Augusta, GA 30901

REF: RFP Item #25-900A Solid Wast & Recyclable Collection Services
for Augusta, GA - Engineering and Environmental Services Department
RFP Date: Wednesday, April 2, 2025 @ 3:00 p.m.

Dear Mr. Council:

We are writing this letter in reference to the contract negotiations for 25-900A Solid Wast & Recyclable Collection Services for Augusta, GA - Engineering and Environmental Services Department -. Please be advised that as of this letter's date, we are terminating negotiations due to the numerous failed attempts of reaching a satisfactory contract. At this time, Augusta, Georgia will begin negotiations with the next most responsive vendor.

Please let us call your attention to page 28 of the specification which state the following ...**Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Interim Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Interim Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Interim Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror.** Please be advised that the receipt of this letter is notice of termination of contract negotiations with your company.

We would like to thank you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements must be submitted via mail, fax or email as follows:

Suite 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

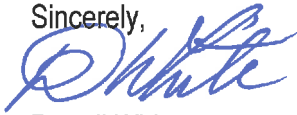
Register at www.demandstar.com/supplier for automatic bid notification



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

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Or
Fax: 706-821-2811
Email: procbidandcontract@augustaga.gov

Sincerely,



Darrell White
Interim Procurement Director

DW/nw

cc: Tameka Allen, Administrator
Hameed Malik, Engineering and Environmental Services Department



ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Friday, May 16, 2025

SUBJECT: Augusta Solid Waste & Recyclable Services
Service Area Zone One, Zone Two, Zone Three
RFP 25-900A
File Reference: 25-014(A)

Augusta Engineering & Environmental Services (AEES) is making solid waste collection contracted Services following supplement recommendations under RFP 25-900A for Zone One, Zone Two, and Zone Three Service areas.

AEES under initial recommendations requested initiating scope of services detail discussion and fee negotiation first with top rated responsible qualified bidder, Georgia Waste Systems LLC (GWS), followed by negotiation with second top rated responsible qualified bidder, Coastal Waste & Recycling (Costal), if fee negotiation efforts failed to reach a consensus. AEES failed to reach a consensus of a negotiated final unit fees for requested services with GWS and accordingly submitted negotiation cancellation memorandum on May 2, 202 and requested to move forward entering contract & Fee negotiations with the next highest ranked vendor, Coastal.

The scope of services and fee negotiation process with Coastal is complete now. Coastal accepted final negotiated unit fee rates offered by AEES. Hence it is AEES supplemental recommendations to award RFP 25-900A (Augusta Solid Waste & Recyclable Services-Service Area Zone one, Zone Two, Zone Three) to Coastal. The award recommendation is contingent upon receipt of signed contract, insurance documentation, bonds and other required documents per 25-900A RFP. In addition, out of RFP listed "Recycling" Two (2) Services Options, AE will be recommending to Augusta Commission Option "Recycling offered directly by the awarded contractor" to resident on request. The contractor will offer the service under this option by entering service contract directly with Recycling Service requesters.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

cc: Nancy Williams, Procurement Department
June Hamal and Oscar Flite, Augusta Engineering & Environmental Services
Program File

FINAL PRIMARY UNIT FEE PROPOSAL / RFP 25-900A**Solid Waste & Recyclable Collection Services**

[Augusta will award contract to one contractor; serving Zone-1, Zones-2 & Zone-3]

Solid Waste, yard Waste, and Bulky Waste Service

Service Area Zones-1, 2 & 3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage, yard Waste, Bulky	Residential	Weekly	64863		
2	Garbage	Non-Residential	Weekly	171		
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	10536		
4		Extra Carts	Weekly	2525		
Zone-1 rough quantity: 30217 (residential), 142 (non-residential), 5195 (unoccupied), & 1259 (extra carts)						
Zones-2 & 3 rough quantity: 34646 (residential), 29 (non-residential), 5341 (unoccupied), & 1266 (extra carts)						
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting under this RFP contract or directly with residents and others on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) Cost of services (fees) evaluating ranking will be based only on this Primary Unit Fee Proposal						

FEE NEGOTIATION PHASE

Coastal	Augusta Engineering (AE)
RFP Submitted & Counteroffer	FINAL COUNTEROFFER
12-May-25	13-May-25
FEE Unit Rates	FEE Unit Rates
Unit Fee Monthly	Unit Fee Monthly
\$22.11	accepted **
\$19.00	accepted **
\$7.97	accepted **
\$9.75	accepted **
	** - No cost escalation in 2026

ADD On SERVICE-RECYCLING**UNIT FEE PROPOSAL / RFP 25-900A**

OPTION ONE (Assume ten percent (10%) of residential account participation)

Recyclable Material Collection and Disposal

Service Area Zone-1 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Service Area Zone-2 & Zone-3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting with Augusta, GA (City) under this RFP contract and on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) The contractor will take recyclable material to its own selected Recycling Facility						

FEE NEGOTIATION PHASE

Coastal	Augusta Engineering (AE)
RFP Submitted & Counteroffer	FINAL COUNTEROFFER
12-May-25	13-May-25
Unit Fee Monthly	Unit Fee Monthly
\$12.69	accepted **
\$11.69	accepted **
\$10.69	accepted **
Unit Fee Monthly	Unit Fee Monthly
\$12.69	accepted **
\$11.69	accepted **
\$10.69	accepted **
	** - No cost escalation in 2026

ADD On SERVICE-RECYCLING**UNIT FEE PROPOSAL / RFP 25-900A**

OPTION TWO (Assume ten percent (10%) of residential account participation)

Recyclable Material Collection and Disposal

Service Area Zone-1 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Service Area Zone-2 & Zone-3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting directly with residents and others on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) The contractor will take recyclable material to its own selected Recycling Facility						

FEE NEGOTIATION PHASE

Coastal	Augusta Engineering (AE)
RFP Submitted & Counteroffer	FINAL COUNTEROFFER
12-May-25	13-May-25
Unit Fee Monthly	Unit Fee Monthly
\$14.69	accepted **
\$13.69	accepted **
\$12.69	accepted **
Unit Fee Monthly	Unit Fee Monthly
\$14.69	accepted **
\$13.69	accepted **
\$12.69	accepted **
	** - No cost escalation in 2026

This is the department final response to Coastal Waste General Counsel May 12, 2025 email response. The Engineering and Environmental Services Department has reviewed your response to the department offered fee unit rates. After careful consideration of financial impact of delay getting new contract in-placed and cost differential between the department and your offered fee unit rates, It is the department determination to accept your offered fee unit rates with condition of "No cost escalation in calendar year 2026". Please review the worksheet with respect to offered fee unit rates and respond below if you are in acceptance or if you wish to reject the offer with no cost escalation in calendar year 2026. RFP 25-900A contract term will stay the same as specified in the RFP. There will be no change in contract term.

Coastal Waste & Recycling Final Fee Responses RFP 25-900A

Name: John Casagrande

Signature: John Casagrande

Accept: ☒ or Decline: ☐

Coastal Waste & Recycling Final Fee Responses RFP 25-900A

Name: John Casagrande

Signature: John Casagrande

Accept: or Decline:

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
208 PREP PHILIPS DRIVE
AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
PT. WENTWORTH, GA 31408

AUGUSTA DISPOSAL AND RECYCLING
851 TRIANGLE INDUSTRIAL COURT
EVANS, GA 30809-4257

REWorld AUGUSTA
3920 GOSHEN INDUSTRIAL BLVD
AUGUSTA, GA 30906

GEORGIA WASTE SYSTEMS LLC
208 PREP PHILLIPS DRIVE
AUGUSTA, GA 30901

GFL ENVIRONMENTAL
1064 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

A-1 SANITATION
3452 PEACH ORCHARD RD, STE. B
AUGUSTA, GA 30906

COASTAL WASTE & RECYCLING INC
2481 NW 2ND AVE
BOCA RATON, FL 33341

RYLAND ENVIRONMENTAL INC
4132 WALLIE AVENUE
AUGUSTA, GA 30906

CAPITAL WASTE SERVICES
132 HEDGE RD
AIKEN, SC 29801

PRECISION WASTE SOLUTIONS
1064 FRANK INDUSTRIAL DR
AUGUSTA, GA 30909

FCC ENVIRONMENTAL SERVICES
5619 E COLUMBUS DR
TAMPA, FL 33619

WASTE INDUSTRIES USA
3301 BENSON DRIVE
SUITE 601
RALEIGH, NC 27609

COASTAL WASTE & RECYCLING, INC.
3925 GOSHEN INDUSTRIAL BLVD.
AUGUSTA, GA 30906

AUGUSTA DISPOSAL
PO BOX 334
EVANS, GA 30809

WASTE PRO
1405 DANIELSVILLE ROAD
ATHENS GA 30601

JUNK BUSTERS
4439 SHADOWOOD DR.
AUGUSTA, GA 30907

DIXON AIRLINE RECYCLING AND
DISPOSAL LLC
1710 DIXON AIRLINE RD
AUGUSTA, GA 30906

REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
SAVANNAH GA 31408

VEOLIA ES SOLID WASTE
1101 HAWKINS STREET
VALDOSTA GA 31601

WM-GROVETOWN HAULING AND
COLUMBIA ROAD TRANSFER STATION
5734 COLUMBIA RD
GROVETOWN, GA 30813

COLEMAN SANITATION
3010 GEORGIA RD
AUGUSTA, GA 30906

METROPOLITAN WASTE
1824 WYLDs ROAD, STE A5
AUGUSTA, GA 30909

BIG DOG DISPOSAL
237 SETTLEMENT RD
MARTINEZ, GA 30907

HAMEED MALIK
ENGINEERING

JUNE HAMAAL
ENGINEERING

PHYLLIS JOHNSON
COMPLIANCE

RFP Item #25-900A Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Tues, March 25, 2025 @ 3:00 p.m.

RFP Item #25-900A Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: 2/19/2025

25-900A

Planholders

Add Supplier

Export To Excel

Supplier (9)

Supplier

Download Date

Arrow Waste	02/27/2025
Capital Waste Services	02/26/2025
Coastal Waste & Recycling	02/21/2025
Dodge Data	02/21/2025
Klen Space Inc.	02/25/2025
Onvia, Inc. - Content Department	02/21/2025
Ryland Environmental, inc	03/31/2025
Thomas & Hutton	02/24/2025
TOTER LLC	02/21/2025

Add Supplier

Supplier Details

Supplier Name	Arrow Waste
Contact Name	George DeVries
Address	3265 McCall Rd , Atlanta, GA 30340
Email	george.devries@arrowwaste.com
Phone Number	470-587-2795

Remove

Documents

Filename	Type	Action
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Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, February 21, 2025 1:47 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000105

Dear Tywanna Scott,
 tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000105
Event Title: 25-900A Solid Waste & Recyclable Collection Service
Event Type: Non-State Agency

Process Log
2025/02/21 13:41:40 : Log starts for - 23998653 - EVENT_RELEASE_TO_SUPL
2025/02/21 13:41:45 : Email Process Log for the Event#: PE-72155-NONST-2025-000000105
2025/02/21 13:41:45 : Email Batch# 2502218649
2025/02/21 13:41:45 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/02/21 13:43:02 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/21 13:43:02 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/21 13:45:48 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2025/02/21 13:46:57 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/02/21 13:47:24 : Total No of Contacts found for sending Email: 840
2025/02/21 13:47:24 : No of Email(s) not sent due to Bad Email Address: 4

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000105&sourceSystemType=gpr20>

02/21/2025 01:47:24 PM

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

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Committee Meeting

Meeting Date: May 27, 2025

Realignment Concept for Grounds and Vegetation Maintenance

Department:	Administration
Presenter:	Tameka Allen, Administrator
Caption:	Request for direction to Administration regarding which (if any) components of the Draft Realignment Concept should be developed into a final proposal.
Background:	<p>Currently, responsibility for grounds maintenance (including vegetation management, mowing, landscaping, tree management, etc.) is shared among multiple departments. Services are provided by a mix of City staff and contractors in each department.</p> <ul style="list-style-type: none"> • Central Services and its contractors are primarily responsible for grounds maintenance at City facilities. • Parks & Recreation and its contractors are primarily responsible for grounds maintenance at parks and cemeteries (with support from RCCI). • Engineering & Environmental Services and its contractors are primarily responsible for vegetation in the public right-of-way, medians/roundabouts, detention ponds, stormwater ditches, and vacant lots. <p>Funding for these functions is shared among the General Fund, Stormwater Fund, Garbage Collection Fund, and SPLOST.</p> <p>In 2022, the Environmental Services Department was combined with the Engineering Department to form the Engineering & Environmental Services Department.</p>
Analysis:	<p>In past discussions, some Commissioners have expressed interest in realigning the grounds maintenance functions under one department to provide more accountability and efficiency. Others have advocated for returning Environmental Services to a standalone department.</p> <p>The attached draft concept would create a new department focused on grounds and vegetation maintenance, combining these functions from Central Services, Parks & Recreation, and Engineering under one department. This concept also separates Environmental Services as a new department.</p>

Administration is now seeking direction from the full Commission on its preferred path forward. If the Commission is in agreement with all or part of the concept, Administration, Human Resources, and Finance will work with the affected departments to develop a detailed final proposal, including specific positions and cost estimates.

If the Commission directs Administration to proceed with developing a final proposal, vacant positions in the affected departments will be frozen while analysis is completed, with exceptions for mission-critical positions only.

Financial Impact:

For both Environmental Services and Grounds Maintenance, forming a standalone department would require creating a new Director position and either creating or reclassifying a Deputy Director position. The estimated range for a Director would be grade 32 (\$102,288-\$153,432) and for a Deputy Director, grade 28 (\$75,789-\$113,683).

For Environmental Services, funds for these positions would be identified within the Waste Management and Garbage Collection funds.

For Grounds Maintenance, funds would for these positions would be identified within the General Fund and/or Stormwater Fund. In addition, specific functions or positions currently charged to the Garbage Collection Fund and Stormwater Fund may be proposed for transfer to the General Fund.

Alternatives:

Commission may direct Administration to pursue all, some, or no components of the provided concept.

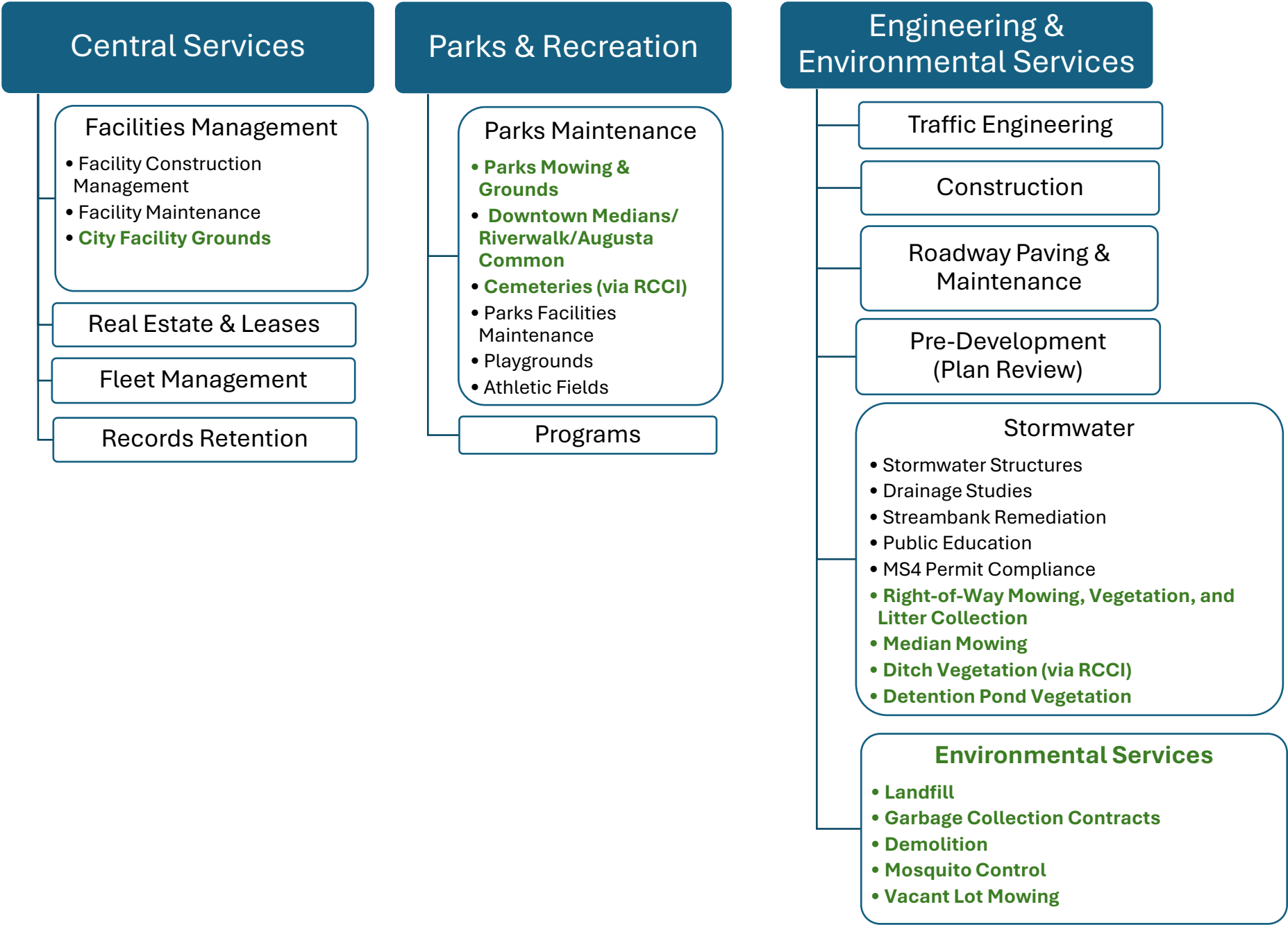
Recommendation:

To provide direction to Administration regarding which (if any) components of the Draft Realignment Concept should be developed into a final proposal.

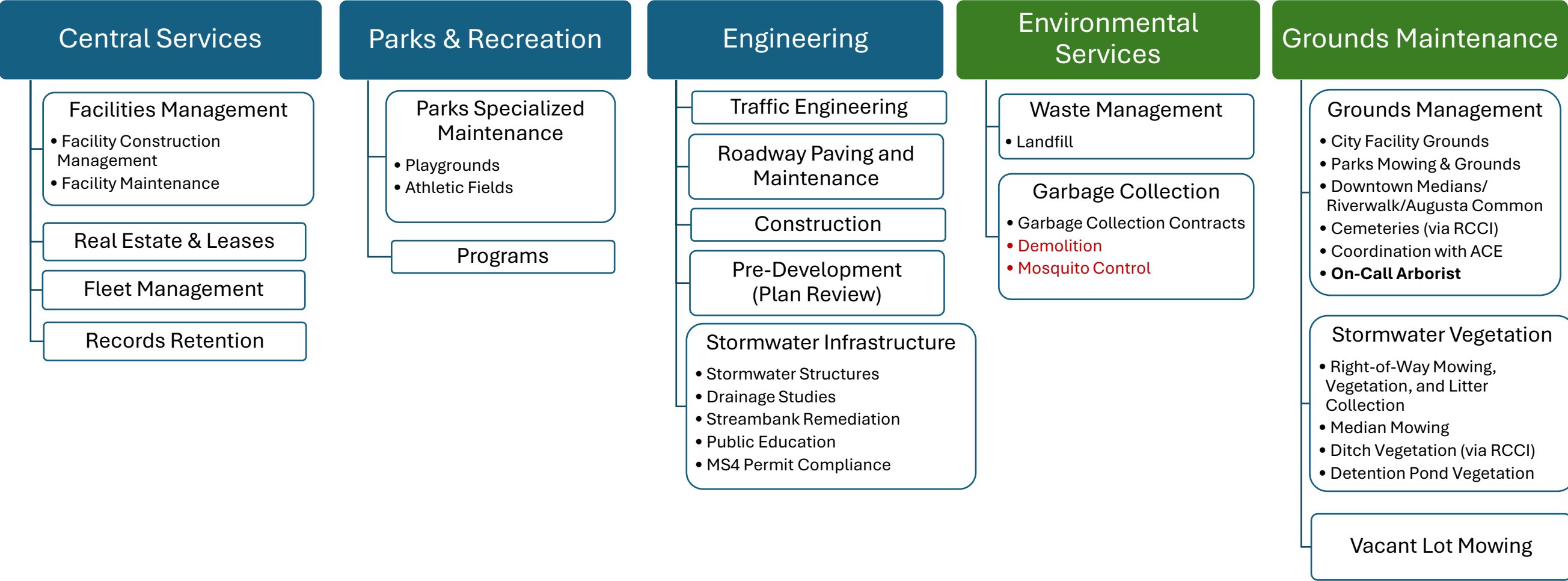
Funds are available in the following accounts: N/A

REVIEWED AND
APPROVED BY:

CURRENT STRUCTURE



DRAFT REALIGNMENT CONCEPT





Finance Committee

Meeting Date: May 27, 2025

Approve 2026 Budget Planning Calendar

Department:	Finance
Presenter:	Timothy E. Schroer, Interim Finance Director
Caption:	Motion to approve the 2026 Budget Planning Calendar.
Background:	The Budget Calendar establishes tentative dates for the completion of the various stages of the 2025 budget presentation and adoption process.
Analysis:	The calendar is presented for approval consistent with the legal requirements in accordance with OCGA 36-81-5. The budget calendar, as planned, will facilitate developing, reviewing and deliberations by the legislative body, input from the citizens of Augusta and adoption of FY2026 budget on a timely basis. The budget will be adopted prior to the fiscal year 2026.
Financial Impact:	N/A
Alternatives:	Revise calendar, however some dates and/or time requirements are set by state or local ordinances, for example, date of adoption: Sec 2-3-6 The budget shall be finally adopted by the Commission at or before the adjournment of the regularly called meeting on the third Tuesday of the month of November, which meeting shall be a public meeting.
Recommendation:	Motion to approve the 2026 Budget Planning Calendar.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA 2026 BUDGET PLANNING CALENDAR

MAY-JUNE 2025

May 27	Finance Committee approves FY2026 Budget Calendar
June 2-30	Community Budget Survey Open
June 3	Commission approves FY2026 Budget Calendar
June TBD	FY2026 Budget Retreat

JULY 2025

July 7-31	Community Budget Input Meetings (schedule TBD)
July 10	Distribution of Budget Calendar and Instructions
July 14	Departments with CentralSquare-Finance Enterprise access may start entering in Budget Item Detail

AUGUST 2025

August 1	Deadline for ALL submission of budget documents to Finance
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SEPTEMBER 2025

September 2-12	Departmental Work Sessions with representatives of the Administrator's office and the Finance Department
September 15-26	Commission Work Sessions as needed
September 30	<i>Budget summary presented to Administrator by Finance Department</i>

OCTOBER 2025

October 1-7	Commission Work Sessions as needed
October 14	FY2026 Proposed Budget presented to Augusta-Richmond County Commission by the Administrator
October 20-28	Commission Work Sessions as needed
October 27	Publish Public Hearing Notice in newspaper

NOVEMBER 2025

November 4	<i>PUBLIC TOWN MEETING / COMMISSION MEETING</i>
	Public Hearing of 2026 Budget
November 5-13	Commission Work Sessions as needed
November 10	Publish Notice of Budget Adoption in newspaper
November 18	Adoption of the FY2026 Budget by the Augusta-Richmond County Commission

JANUARY 2026

January 1	Effective date for the Fiscal year 2026 Budget
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Meeting Name

Meeting Date: May 27, 2025

Item Name: Approve MOA GEMA and Homeland Security GSAR

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve entering into a Memorandum of Agreement (MOA) between GEMA and Homeland Security Georgia Search and Rescue Team (GSAR) and to authorize the mayor to sign the appropriate documents.
Background:	The purpose of this agreement is to provide for mutual assistance between GEMA and the Homeland Security GSAR Team in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorder, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.
Analysis:	The guiding principle of this Agreement is the prompt, full, and effective utilization of Participating Party resources, including any resources on hand or available from any governmental entities, to ensure the safety, care and welfare of the people affected by any duly declared emergency or disaster.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve entering into a Memorandum of Agreement (MOA) between GEMA and Homeland Security Georgia Search and Rescue Team (GSAR) and to authorize the mayor to sign the appropriate documents.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
GEORGIA SEARCH AND RESCUE TEAM (GSAR) # 3
MEMORANDUM OF AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disasters and emergencies. The Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., gives the State and local governments authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act, the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) has authority to coordinate assistance between local governments during emergencies and to provide available resources, where needed. As part of the aforementioned authority, GEMA/HS created Georgia Search and Rescue (GSAR) teams as special regional response teams comprised of qualified local governmental public safety entities. GEMA/HS supplied teams with appropriate equipment, training, and exercises, enabling each team to assist with GSAR personnel, equipment, facilities, services, supplies, and other resources during an emergency or disaster.

This Memorandum of Agreement (Agreement) is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

- A. This Agreement is made and entered into between the participating political subdivisions hereinafter called "Participating Parties" and GEMA/HS (collectively, the "Parties," and individually, a "Party"). The following terms and expressions will apply:
1. "Agreement" means this Memorandum of Agreement.
 2. "Assistance" includes personnel, equipment, facilities, services, supplies, and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
 3. "Assisting Party" means a Participating Party providing assistance pursuant to this Agreement during a disaster or emergency.
 4. "Authorized Representative" means a Participating Party's elected or appointed official or employee authorized in writing to request, offer or otherwise provide assistance or an employee of GEMA/HS designated by its Director under the terms of this Agreement.
 5. "Participating Parties" means the State of Georgia, the counties and the municipalities of the State of Georgia, and Georgia Search and Rescue team member agencies.
 6. "Requesting Party" means a Participating Party which requests assistance pursuant to this Agreement during a disaster or emergency.
- B. Any term or expression not defined in this Agreement will have the meaning specified in Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., and rules

promulgated thereunder, unless used in a context clearly suggesting a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster duly declared by the governing authority of any Participating Party, whether arising from natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The guiding principle of this Agreement is the prompt, full, and effective utilization of Participating Party resources, including any resources on hand or available from any governmental entities, to ensure the safety, care and welfare of the people affected by any duly declared emergency or disaster.

Participating Parties accepting grant funds from the United States Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Grant Programs Directorate (GPD) Homeland Security Grant Program have all agreed through the GEMA/HS Grantee-Subgrantee Agreement to be bound by the Special Conditions contained therein. The Special Conditions require the Subgrantee to comply with the terms and conditions of GEMA/HS' Statewide Mutual Aid and Assistance Agreement¹ and to render mutual aid for a suspected or real attack involving the use of weapons of mass destruction or other events as determined by GEMA/HS. The Subgrantee will also sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA deems necessary to assure the Subgrantee fulfills its obligations to render mutual aid.

Through the creation, equipping, training, and exercise of GSAR Teams for use as special regional response teams, GEMA/HS has an expectation these teams will respond at the request of GEMA/HS to an emergency or disaster duly declared by the governing authority of any political subdivision which is a Participating Party, whether arising from a natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events, in accordance within the provisions of this Agreement.

The Chief Executive Officer of the Public Safety entity participating as a member of the GSAR team is responsible for formulation of the appropriate plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

- A. Each Participating Party formulates procedures and programs for intergovernmental cooperation during the performance of responsibilities listed in this Agreement.

¹ GEMA/HS' Statewide Mutual Aid and Assistance Agreement is attached as "Enclosure A" to this Agreement.

- B. When formulating and executing such plans, each Participating Party shall complete the following:
1. Inventory resources;
 2. Establish procedures for loaning and delivery of personnel, equipment, and other material resources; and
 3. Establish procedures for reimbursement.
- C. Whenever a Participating Party declares a local emergency and such disaster or emergency requires assistance, the authorized representative of the Requesting Party may request assistance from another Participating Party by contacting the GEMA/HS Director. The provisions of this Agreement will only apply to requests for assistance made by and to representatives of authorized GSAR resources and assets. Requests may be verbal or written. If verbal, the request will be confirmed in writing within thirty (30) calendar days of the verbal request. Requests will provide the following information:
1. Description of the GSAR emergency service function needed, including but not limited to search and rescue, fire services, and resource support;
 2. Amount and type of personnel, equipment, materials, and supplies needed;
 3. Reasonable estimate of time each resource is needed;
 4. Specific place and time for staging of Assisting Party's response; and
 5. A name, email address, and phone number of the Requesting Party's point of contact at said location.
- D. The Assisting Party shall:
1. Maintain daily personnel time records, a log of equipment hours (or miles, if appropriate) and copies of all material records; and
 2. Report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid will take necessary action to provide and make available resources covered by this Agreement, in accordance with the terms herein. However, the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for its own political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will fall under operational control of the emergency services authorities of the Requesting Party unless the GEMA/HS Director or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state

of emergency has been declared and will continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

- A. Pursuant to O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- B. Pursuant to O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- C. It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by law.

ARTICLE VII RIGHTS AND PRIVILEGES

Pursuant to O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this Agreement and under the authority of O.C.G.A. § 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

Pursuant to O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall reimburse the Assisting Party for any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall

defray the actual travel and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- A. Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization, and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties' personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to paid, volunteer, and auxiliary employees and emergency management workers.
- B. Equipment costs, which shall include the fair market federal equipment rate, which includes depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- C. Material costs upon approval by Requesting Party, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- D. Meals, lodging, and travel expenses relating to the provision of assistance pursuant to this Agreement shall be reimbursed to the Assisting Party in accordance with the State of Georgia State Travel Policy as issued by the State Accounting Office and the State of Georgia Travel Regulations as issued by the Office of Planning and Budget.

THE ASSISTING PARTY WILL MAINTAIN RECORDS AND SUBMIT INVOICES FOR REIMBURSEMENT TO THE REQUESTING PARTY.

ARTICLE IX
IMPLEMENTATION AND WITHDRAWAL

- A. This Agreement will take effect immediately upon its approval and execution by GEMA/HS and the authorized representative of the GSAR team jurisdictions, comprising GSAR Team 3 ;
- B. Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no withdrawal will take effect until thirty (30) days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action will not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.
- C. Copies of this Agreement will, at the time of approval, be deposited with each of the Participating Parties and with GEMA/HS.

ARTICLE X
THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

GEMA/HS will act as the coordinating entity under this Agreement. Nothing herein will limit any authority of the Governor or the GEMA/HS Director under Articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with actions taken pursuant to such declaration will be superseded by any such act or actions.

ARTICLE XI TERM OF AGREEMENT

This Agreement will expire on January 31, 2029. Agreement of the Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term will extend the term of this Agreement for four years. Each four-year extension will constitute a separate agreement.

ARTICLE XII ASSIGNMENT

This Agreement shall not be assigned by any Party to any other party.

ARTICLE XIII AMENDMENTS

No provision of the Agreement may be amended or waived, except in writing signed by the Party against which enforcement of the amendment or waiver is sought.

ARTICLE XIV SEVERABILITY

If any provision contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

ARTICLE XV THIRD-PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

ARTICLE XVI
WAIVER

The failure of any of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing and signed by the waiving party.

ARTICLE XVII
VALIDITY

This Agreement will be construed to effectuate the purposes stated in Articles II and III herein. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and its applicability to other persons and circumstances will not be affected.

ARTICLE XVIII
ENTIRE AGREEMENT

The entire Agreement between the Parties is expressly included herein, and no warranties either expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their authority and executed this Agreement on the day and year first above written.

AUGUSTA, GA
County/Municipality

Garnett L. Johnson, Mayor

Date

Attest: _____
Lena J. Bonner
Clerk of Commission

Director of GEMA/HS or
Authorized Representative

Date



Public Safety Committee Meeting

Meeting Date: 05/27/2025

FY26 CACJ OPERATING GRANT FAMILY TREATMENT COURT

Department:	JUVENILE COURT
Presenter:	PAIGE FORD
Caption:	Motion to approve accepting the FY26 CACJ Operating Grant for Family Treatment Court/Juvenile Drug Court in the amount of \$97,193 with a cash match of \$17,152.
Background:	N/A
Analysis:	N/A
Financial Impact:	Funds awarded from grant will support the Family Treatment Court and Juvenile Drug Court programs in the Augusta Judicial Circuit Juvenile Court.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022658- Grant account 101022110-5239114- Cash Match
<u>REVIEWED AND APPROVED BY:</u>	N/A

PR000573
220022658

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

PR000573 JUVENILE CACJ FY26 FAMILY TREATMENT COURT OPERATING BUDGET

Requesting grant funds offered by CACJ through the Criminal Justice Coordinating Council for the operation of the Juvenile Court Family Treatment court and Juvenile Drug Court. 15% cash match: funding source 101022110-5239114 CHINS DIRECTOR CONTRACT. EEO required: No/ EEO Department Notified: No

Start Date: 07/01/2025

End Date: 06/30/2026

Submit Date: 03/05/2025

Department: 022

Juvenile Court

Cash Match?

Y

Total Budgeted Amount: 127,706.00

Total Funding Agency:

108,550.00

Total Cash Match: 19,156.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 5

Drug Courts

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

Approvals

Type

By

Date

FA

J. FLYTHE

03/05/2025

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Charles JACKSON Sr
Tameka Allen

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.

FY26 Operating Grant Award Budget Worksheet

Court Name

Augusta Circuit Family Treatment Court and Juvenile Drug Court

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Coordinator	\$55,146.00
	Coordinator Benefits	\$12,135.00
	LEO/Surveillance	\$4,026.00
	LEO Benefits	\$308.00
Contract Services		\$0.00
Drug Testing Supplies	Consumables	\$519.00
	Monitoring	\$2,160.00
	Other	\$375.00
	Cups	\$10,920.00
Supplies /Other Costs		\$0.00
Equipment		\$0.00
In State Training and Travel	2025 CACJ Conference - FTC	\$2,035.50
	2025 CACJ Conference - JUV	\$1,928.00
	Counselor Training - 7 Challenges	\$0.00
Transportation Funding	Driver Time - County Vehicle	\$7,040.00
	Public Transportation	\$600.00
Total Budget:		\$97,193

Match:

\$17,152

CACJ Funding Committee Note:

The court should consider apply for the Enhancement and Innovation Grant for the counselor training.

The court should work to increase its participant census throughout FY26 to more closely meet its self-reported capacity per the FY25 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY27 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY27 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

Please verify how the driver's time (transportation funding) is used.



Public Safety Committee Meeting

Meeting Date: 05/27/2025

FY 26 CACJ OPERATING GRANT ADULT FELONY DRUG COURT, MENTAL HEALTH COURT, AND VETERANS COURT

Department:	SUPERIOR COURT
Presenter:	PAIGE FORD
Caption:	Motion to approve accepting the FY26 CACJ Operating Grant for Adult Felony Drug Court, Mental health Court, and Veterans Court in the amount of \$549,800 with a \$97,024 cash match amount.
Background:	N/A
Analysis:	N/A
Financial Impact:	Funds awarded from grant will support the operation of the Augusta Judicial Circuit's Accountability Court programs- Adult Felony Drug Court, Mental Health Court, Veterans Court
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	MATCH FUNDS ARE AVAILABLE IN 101021112/5111110
<u>REVIEWED AND APPROVED BY:</u>	N/A

FY26 Operating Grant Award Budget Worksheet

Court Name **Augusta Judicial Circuit Drug Court**

(Combined app includes MHC and VTC)

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Case Manager	\$44,032.00
	Fringe Benefits	\$6,994.00
	Program Case Manager	\$42,744.00
	Fringe Benefits	\$15,398.54
	Law Enforcement	\$16,103.00
	Fringe Benefits	\$1,231.88
Contract Services	Treatment Provider	\$294,585.00
	DCS	\$39,618.00
	Lab Technician	\$14,560.00
	Lab Technician	\$9,100.00
Drug Testing Supplies	Consumables	\$3,833.00
	Monitoring	\$11,400.00
	Lab Tests	\$750.00
	Cups	\$650.00
	Reagents	\$39,673.00
Supplies /Other Costs	\$0.00	\$0
Equipment	\$0.00	\$0
In State Training and Travel	2025 CACJ Conference	\$9,128.00
Transportation Funding	\$0.00	\$0
Total Budget:		\$549,800

Match:

\$97,024

CACJ Funding Committee Note:

The court should work to increase its participant census throughout FY26 to more closely meet its self-reported capacity per the FY25 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY27 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY27 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

PR 000572
220022635

Item 14.

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

PR000572 SUPERIOR CACJ FY26 OPERATING GRANT ADULT FELONY DRUG COURT

Requesting grant funds offered by CACJ through Criminal Justice Coordinating Council for the operation of the Augusta Judicial Circuit Adult Felony Drug Court, Veterans Court, and Mental Health Court. / cash match 15% funding source 101021112-5111110/ EEO Required: No/ EEO Department Notified: No

Start Date: 07/01/2025

End Date: 06/30/2026

Submit Date: 03/05/2025

Department: 027

Superior Court Cash Match? Y

Total Budgeted Amount: 651,602.00

Total Funding Agency:

553,862.00 **Total Cash Match:** 97,740.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 5

Drug Courts

Flow Thru ID: GM0012 Criminal Justice Coord Co

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

Approvals

Type	By	Date
FA	J. FLYTHE	03/05/2025

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator Charles Jackson for Tameka Allen

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.



Meeting Name

Meeting Date: EnterTextHere

Item Name

Department:	Information Technology
Presenter:	Reggie Horne, Interim CIO
Caption:	Approve Agreement with ClearGov for Digital Budget Book and Transparency Initiatives
Background:	<p>The Augusta Finance Department along with the Augusta Information Technology Department has been investigating options for the Finance Department to produce a digital budget book that will provide greater clarity into the City's budget while at the same time ensuring all GFOA & ASBO guidelines are met. Additionally, the Finance Department and the IT Department have been investigating better options regarding financial transparency specifically in relation to how the funds within adopted budgets are being utilized.</p>
Analysis:	<p>Central Square is the City's Financial/ERP system that is used across all City Departments and Offices for both financial and procurement purposes. ClearGov is an industry leader in the areas of budget life-cycle management, budget reporting, and financial transparency. Central Square and ClearGov have partnered together to create a seamless integration between their separate products so that budgets and financial data within Central Square can be easily exported to and hosted within the ClearGov environment.</p> <p>The total first-year cost to begin implementation of this solution in June 2025 is \$66,885.00 to be funded through capital contingency. Beginning in 2026, the yearly subscription costs will be \$75,780.00 to be funded through the Finance Department's operating budget.</p>
Financial Impact:	Ongoing annual costs to be funded from the Finance Department's Operating Budget. Upfront implementation costs to be funded from 2025 Capital Contingency.
Alternatives:	N/A
Recommendation:	Approve Agreement with ClearGov for Digital Budget Book and Transparency Initiatives
Funds are available in the following accounts:	Capital Contingency
<u>REVIEWED AND APPROVED BY:</u>	N/A



Reggie Horne
Interim Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Mr. Darrell White, Interim Director, Procurement
From: Mr. Reggie Horne, Interim CIO *RH*
Date: May 14, 2025
Subject: Request for Approval – ClearGov Digital Budget Book and Transparency Initiative

The Augusta Finance Department along with the Augusta Information Technology Department has been investigating options for the Finance Department to produce a digital budget book that will provide greater clarity into the City's budget while at the same time ensuring all GFOA & ASBO guidelines are met. Additionally, the Finance Department and the IT Department have been investigating better options regarding financial transparency specifically in relation to how the funds within adopted budgets are being utilized.

Central Square is the City's Financial/ERP system that is used across all City Departments and Offices for both financial and procurement purposes. ClearGov is an industry leader in the areas of budget life-cycle management, budget reporting, and financial transparency. Central Square and ClearGov have partnered together to create a seamless integration between their separate products so that budgets and financial data within Central Square can be easily exported to and hosted within the ClearGov environment.

The total first-year cost to begin implementation of this solution in June 2025 is \$66,885.00 to be funded through capital contingency. Beginning in 2026, the yearly subscription costs will be \$75,780.00 to be funded through the Finance Department's operating budget.

I am sending this request through Procurement for sole-source authorization. I am requesting sole-source approval as ClearGov is the only vendor capable of providing out-of-the-box integration with Central Square. Upon your review and approval, this item will be submitted to the Augusta Commission for final approval.

Thank you in advance for your consideration and response.

Approve/Deny: *[Signature]*
Mr. Darrell White, Interim Director, Procurement

Date: *5/15/25*

Attachment

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov



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

Vendor: ClearGov E-Verify Number: TBD

Commodity: Budget Book and Transparency

Estimated annual expenditure for the above commodity or service: \$ 66,885

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

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

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

Name: Reggie Horne Department: Information Technology Date: 5/14/2025

Department Head Signature:  Date: 5/14/25

Approval Authority:  Date: 5/15/25

Administrator Approval: (required — not required)  Date:

COMMENTS:



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Michael Lepore
Contact Phone	781-254-5044
Contact Email	mlepore@cleargov.com

Order Date	May 2, 2025
Order valid if signed by	May 31, 2025

Customer Information					
Customer	Augusta, GA	Contact	Timothy Shroer	Billing Contact	Jeff Lewis
Address	535 Telfair st	Title	Finance Director	Title	IT Finance Project Manager
City, St, Zip	Augusta, GA 30901	Email	tschroer@augusta.gov	Email	lewis@augustaga.gov
Phone	706-821-2803			PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 7	\$ 33,600.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 7	\$ (3,360.00)
Onboarding Discount: 25% customer value add	25%	\$ (7,560.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 22,680.00
Subscription Services	Tier	Service Fees
ClearGov Base Platform - Civic Edition	Tier 7	\$ 10,000.00
ClearGov Digital Budget Book - Civic Edition	Tier 7	\$ 42,000.00
ClearGov Transparency - Civic Edition	Tier 7	\$ 32,200.00
Bundle Discount: Base Platform (10%)	Tier 7	\$ (1,000.00)
Bundle Discount: Modules (10%)	Tier 7	\$ (7,420.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 75,780.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jun 1, 2025	Jun 1, 2025	ClearGov Setup Services
Pro-Rata	Jun 1, 2025	Dec 31, 2025	ClearGov Subscription Services
Initial	Jan 1, 2026	Dec 31, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jun 1, 2025	\$22,680.00	One Time Setup Fee
Jun 1, 2025	\$44,205.00	7 Month Pro-Rata Subscription Fee
Jan 1, 2026	\$75,780.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	May 31, 2025	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer

Signature	
Name	Timothy Shroer
Title	Finance Director

ClearGov, Inc.

Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
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Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



Public Safety Committee Meeting

Meeting Date: 5/27/25

ARPA GRANT ADDITIONAL FUNDING AUGUSTA JUDICIAL CIRCUIT'S CY 2023-2025

Department:	Superior Court
Presenter:	Nolan Martin
Caption:	Motion to approve additional grant funding for ARPA CY 2023-2025 in the amount of \$2,803,640.
Background:	The Augusta Judicial Circuit and District Attorney's Office have received ARPA funding from the Judicial Council to decrease the backlog in serious violent felony cases. To that end, this additional grant award will allow the circuit to complete a digital evidence management project, provide additional audio-visual equipment and maintenance, and reduce local expenditures for court operations. It addresses delay reduction concerns of both the Courts and the District Attorney from arrest to case disposition.
Analysis:	N/A
Financial Impact:	This will bring the cumulative award for ARPA CY 2023-2025 to \$5,691,209.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	Funds to be added to GL 220022652
<u>REVIEWED AND APPROVED BY:</u>	N/A

Victoria Ford

From: Nolan Martin
Sent: Monday, May 19, 2025 9:32 AM
To: Victoria Ford
Subject: FW: [EXTERNAL] Courtesy Notice: Judicial Council ARPA Grant Funding - Augusta Judicial Circuit

Good Morning, Paige –

Do you think the notice below is sufficient to schedule this for committee/commission acceptance? Thanks.

Nolan

From: Tracy Mason <Tracy.Mason@georgiacourts.gov>
Sent: Monday, May 19, 2025 9:25 AM
To: Judge Flythe <JFlythe@augustaga.gov>
Cc: Nolan Martin <NMartin@augustaga.gov>; Mary J. Smith <MJSmith@augustaga.gov>; Rachel McFatridge <RMcFatridge@augustaga.gov>; Tracy BeMent <tjbement@gmail.com>; ARPA <arpa@georgiacourts.gov>
Subject: [EXTERNAL] Courtesy Notice: Judicial Council ARPA Grant Funding - Augusta Judicial Circuit

Dear Chief Judge Flythe:

I am pleased to inform you that the Judicial Council Ad Hoc Committee on ARPA Funding has approved your application to amend the Augusta Judicial Circuit's CY 2023-2025 grant, including additional funding in the amount of \$2,803,640. This will bring your cumulative award for CY 2023-2025 to \$5,691,209. The adjustments to your budget became effective upon approval (May 16, 2025) and the additional funding will be effective June 1, 2025.

Please accept this e-mail as a courtesy notice. Judicial Council/AOC ARPA staff will send the amended budget and updated Reimbursement Request Form (RRF) to your circuit contacts by Friday, May 23, 2025.

Circuits are being notified of their awards today and a press release will be issued this week. As a reminder, circuit applications will be made available to the media by request following the issuance of amended budgets/award letters. We wanted to give you notice of your award and this information in the event you are contacted by the media.

Thank you for your service and feel free to contact us with any questions.

Respectfully,
 Tracy

Tracy Mason
 Deputy Director
 Judicial Council of Georgia / Administrative Office of the Courts



Commission Meeting

June 3, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the May 20, 2025 Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, May 20, 2025
2:00 PM

Present:

Mayor Garnett Johnson.
Commissioner Jordon Johnson
Commissioner Stacy Pulliam
Commissioner Cathrine Rice
Commissioner Alvin Mason
Commissioner Don Clark
Commissioner Tony Lewis
Commissioner Tina Slendak
Commissioner Brandon Garrett
Commissioner Francine Scott
Mayor Pro Tem Wayne Guilfoyle

INVOCATION

Reverend Anthony M. Booker, Pastor, Broadway Baptist Church

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

RECOGNITION(S)

- A. **Congratulations!!!! 2025 April Years of Service** (YOS) 25–50-year recipients and
Richana Walker as the recipient of the 2025 Georgia Emergency Communications Officer of the Year award.

Presentation and recognitions made honoring the recipients.

DELEGATION(S)

- B. **Aziza Eil'Yudah** regarding an initiative entitled The Augusta Summer Adventure.
Presentation made.
- C. **Mr. Ben Hasan** clarity about the service agreements on the agenda with Trane.
Presentation made.
- D. **Mr. Brian Green** relative to the reciprocity of improved public transportation.
Presentation made.

- E. Augusta/CSRA Habitat for Humanity via Bernadette Kelliher, CEO, regarding Affordable Housing Application approval for two homes being constructed on Hummingbird Lane, Augusta, Ga.

Delegation deleted from agenda.

CONSENT AGENDA

(Items 1-21)

PLANNING

1. **Z-25-07** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Southern Civil Solutions, LLC on behalf of Property Developers, LLC requesting a rezoning from zone R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a townhome community, affecting properties containing approximately 41.5 acres located at 3302, 3304, 3306, 3308, 3310, 3312, 3316, and 3330 Gibson Road, 3320 Winn Drive, and 3227 Tate Road. Tax Map #'s 069-4-034-00-0, 069-4-033-00-0, 069-4-032-00-0, 069-4-031-00-0, 069-4-030-00-0, 069-4-029-02-0, 069-4-029-01-0, 084-1-013-01-0, 069-3-057-00-0 & 084-1-025-00-0.

Motion to forward to next Planning Commission Meeting

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

2. **Z-25-11** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Southern Civil Solutions, LLC on behalf of Property Developers, LLC requesting a rezoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop an office complex, affecting properties containing approximately 1.45 acres located at 3301 and 3303 Gibson Road. Tax Map #'s 069-4-020-00-0 & 069-4-021-00-0.

Motion to forward to next Planning Commission

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

3. **Z-25-14** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Honesta Real Estate Group, LLC on behalf of MPL Construction requesting to amend PUD (Planned Unit Development) zoning conditions from zoning case Z-23-54 for major modifications to the mixed-use development proposing 312 residential units, affecting properties containing approximately 21.54 acres located at 1312, 1314, 1408 and 1409 Steiner Avenue and

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

4. **SE-25-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Kenneth Rayburn requesting a special exception per Section 26-1(i) of the Comprehensive Zoning Ordinance to establish a paintball recreational facility affecting property containing approximately 28.1 acres located at 5250 Mike Padgett Highway. Tax Map #355-0-004-00-0. Zoned A (Agriculture).

Motion to forward to next Planning Commission

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

5. **SE-25-07** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by N K Patel, LLC requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store affecting property containing approximately 0.52 acres located at 2059 Central Avenue. Tax Map #044-2-157-00-0. Zoned B-1 (Neighborhood Business).

Motion to approve

Motion made by J. Johnson and seconded by Guilfoyle

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 10-0 with Garrett out

6. **Z-25-19** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Kenneth E. Washington requesting a rezoning from zone R-1C (One-Family Residential) to zone R-2 (Two-Family Residential) to construct a duplex affecting property containing approximately 0.18 acres located at 1424 Brown Street. Tax Map #046-3-226-00-0.

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

7. **Z-25-20** – The Augusta Planning Commission made **NO RECOMMENDATION** for a petition by Christopher Palmer requesting to amend R-1A (One-Family Residential) zoning conditions from zoning case Z-04-66 to construct a single-family residence affecting properties containing approximately 30.88 acres located at 3987 and 3991 Duncan Drive. Tax Map #181-0-003-00-0 and 181-1-065-00-0.

Motion to delete

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

FINANCE

8. Motion to **approve** Daniel Field Airport leasing a Hustler 104 inch cut, zero turn mower for grass cutting on the airfield. This is a 3-year lease of \$9,241.36 annually, for a total amount of \$27,724.10. **(Approved by Finance Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

ENGINEERING SERVICES

9. Motion to **approve** entering into a contract with Infrastructure Systems Management (ISM) per Annual Contract #25-241 in the amount of \$30,000 to design a median modification to restrict some turning movements at the intersection of Robert C. Daniel Parkway and Exchange Drive to improve safety and traffic flow. **(Approved by Engineering Services Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

- 10. Motion to approve Work Authorization #15** to provide Engineering Design Services includes plans, specifications, and services through bidding, for the Construction of the Taxiway A4 and G2 at Augusta Regional Airport in the amount of **\$677,278.95.**

The current Estimated Cost of Construction of this proposed Taxiway A4 and G2 is approximately \$6,820,850.00. **(Approved by Public Services Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

PUBLIC SERVICES

- 11. Motion to acknowledge receipt of information. (Approved by Public Services Committee May 13, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

- 12 Motion to approve A.N. 25-22 – New Location: Consumption on Premises Beer, Wine & Sunday Sales.** Xing Shi Mei applicant for Osaka 2626 Restaurant Inc. d/b/a **Osaka Sushi & Steakhouse**, located at 2626 Tobacco Road. District 4, Super District 9 **(Approved by Public Services Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

- 13. Motion to approve A.N. 25-21 – New Location: Consumption on Premises Liquor, Beer, Wine & Sunday Sales.** Benjamin Zheng applicant for **Zen Ramen & Bar**, located at 2907 Washington Road Suite 300. District 7, Super District 10 **(Approved by Public Services Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

PUBLIC SAFETY

14. Motion to **approve** the acceptance of \$17,000 FY25 Learning Loss grant award for Juvenile Court's THRIVE Enrichment Program. (**Approved by Public Safety Committee May 13, 2025**)

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

ADMINISTRATIVE SERVICES

15. Motion to **approve** amendment for Antioch Ministries, Inc, HOPWA Agreement for additional funds to support the rehabilitation of the Community Residence. (**Approved by Administrative Services Committee May 13, 2025**)

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

16. Motion to **approve** the lease of two sewer vacuum trucks from Environmental Products Group for use by Engineering Department - Stormwater Utility Division at a total cost of \$1,051,993.20 under a 48-month lease contract. (ITB 24-202) (**Approved by Administrative Services Committee May 13, 2025**)

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

- 17. Motion to approve** of the following annual bid item, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 25-129 Landscape Maint. Service (**Approved by Administrative Services Committee May 13, 2025**)

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

- 18. Approve the request for the Building Automation Service and Mechanical Service Agreements – Year 1 in the total amount of \$580,670.97 by Trane Company. (RFQ18-164) (Approved by Administrative Services Committee May 13, 2025)**

Substitute Motion:

Postpone vote until MV5 comes here to meet with us so that we can have an opportunity to ask questions.

Motion made by J. Johnson and seconded by Lewis

Voting Yea J. Johnson, Lewis, Scott and Pulliam

Voting Nay: Mayor Johnson, Clark, Mason, Slendak, Rice, Guilfoyle

Motion fails 4-6

Motion to approve

Motion made by Guilfoyle and seconded by Mason

Voting Yea: Mayor Johnson, Clark, Mason, Slendak, Rice, Guilfoyle

Voting Nay: J. Johnson, Lewis, Scott and Pulliam

Motion carried 6-4

- 19. Motion to approve Chief Judge supplement, locality pay, and fringe benefits for Superior Court Judges for remainder of FY2025 to implement compensation plan under House Bill 85, pending signature of House Bill 85 by the Governor. (Approved by Administrative Services Committee May 13, 2025)**

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis

Item 17.

Motion carried 11-0

PETITIONS AND COMMUNICATIONS

20. Motion to **approve** the minutes of the Commission May 6, 2025 regular meeting.

Motion to approve

Motion made by Garrett and seconded by Mason

**Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis**

Motion carried 11-0

21. Motion to approve Jay Shealy to represent District 8 on Daniel Field Airport Board to replace Charles Bates who resigned due to moving out of Augusta.

Motion to approve

Motion made by Garrett and seconded by Mason

**Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis**

Motion carried 11-0

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

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 22-25)

PUBLIC SERVICES

22. Motion for acceptance and approval to authorize the Mayor to fully execute Georgia Department of Transportation (GDOT) Grant #AP025-9000-72(245). This grant will be executed as part of GDOT's 75%/25% cost share program. The maximum obligation by GDOT is **\$7,794,774.00**. The remaining cost share, funded through Airport Enterprise Funds, is **\$2,598,257.99**.

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Item 17.

Motion carried 11-0

ADMINISTRATOR

23. Motion to approve Supplement to Disaster Debris Removal Services contract to CERES Environmental Services. Contract for Waterways Hurricane debris removal under RFP 24-195 contract terms & conditions and attached Exhibit A fee unite rates. RFP 24-195/AE

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 11-0

PUBLIC SAFETY

24. Motion to approve a request by the Augusta Fire Department to use Ten-8 as the sole source vendor to make repairs on Fire Engine 8.

Motion to approve

Motion made by Garrett and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Voting Nay: Clark

Motion carried 9-1

Garrett out

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

Motion to approve going into Executive Session.

Motion made by Rice and seconded by Mason

Voting Yea Mayor Johnson, Garrett, Mason, Johnson, Scott, Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Voting Nay: Clark

**Motion carried 9-1
Garrett out.**

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

Motion to approve

Motion made my Mason and seconded by Rice
Voting Yea **Mayor Johnson, Mason, Johnson, , Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis**

**Motion carried 9-0
Garrett and Scott out**

Action items from Executive Session:

1. Motion to accept the resignation of Carla DeLaney as an SES employee and pay one month's severance in the form of salary continuation in consideration of her executing a separation agreement and release of any claims against Augusta.

Motion to approve.

Motion made by Guilfoyle and seconded by Mason
Voting Yea **Mayor Johnson, Mason, Johnson, Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis**

**Motion carried 9-0
Garrett and Scott out**

2. Motion to accept the resignation of Samuel Meller as an SES employee and to pay one month severance in the form of salary continuation in consideration of his executing separation agreement and release of any claims against Augusta.

Motion to approve

Motion made by Guilfoyle and seconded by Rice
**Voting Yea: Mayor Johnson, Mason, Johnson, Rice, Guilfoyle, Pulliam,
Clark, Slendak, Lewis**
Voting Nay: Mason

Motion carried 8-1

Garrett and Scott out

3. Motion to authorize the hiring of Todd Kennedy as a senior planner with the Planning Department at a salary of \$61,431.08.

Motion to approve

Motion made by Mason and seconded by Clark

Voting Yea **Mayor Johnson, Mason, Johnson, , Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis**

Motion carried 9-0

Garrett and Scott out

4. Motion to hire Chiquita Richardson as the Communication Manager at a salary of \$75,000.

Made by Rice and seconded by Mason

Voting Yea **Mayor Johnson, Mason, Johnson, , Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis**

Motion carried 9-0

Garrett and Scott out

5. Motion to approve the transfer of property located at 25 Gregg Street to the Augusta Land Bank Authority.
Motion to approve.

Motion made by Rice and seconded by Mason

Voting Yea: Mayor Johnson, Mason, Johnson, , Rice, Guilfoyle, Pulliam, Clark, Slendak, Lewis

Motion carried 9-0

Garrett and Scott out

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Commission Meeting

June 3, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Michael Meyers to the Historic Preservation Commission representing District 4.
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



Administrative Services Committee Meeting

Meeting Date: 05/27/2025

HCD_ Vital Steps HOME Funding Request

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Background:	<p>Vital Steps has completed two single family units under the supervision and guidance of Sand Hills Urban Development. Vital Steps continue to show interest in developing affordable housing in the Sand Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>Vital Steps is requesting:</p> <ul style="list-style-type: none"> • 521 Second Avenue, Augusta, GA 30904: Funding Request: \$102,950.00 <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.</p>
Analysis:	Approval of the contract will allow the partnership to construct (1) single family unit in the Sand Hills area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 102,950.00 to assist in the construction of one single family affordable housing unit.

Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrative Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

VITAL STEPS DEVELOPMENT CORP., LLC

In the amount of

\$ 102,950.00**One Hundred Two Thousand Nine Hundred Fifty Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“521 Second Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Vital Steps Development Corp., LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*VITAL STEPS DEVELOPMENT CORP.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Vital Steps Development Corp. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Vital Steps Development Corp. for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Vital Steps Development Corp. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Vital Steps agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Vital Steps to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Vital Steps Development Corp. has requested, and Augusta has approved a total of \$ 102,950.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Vital Steps Development Corp. agrees to utilize approved HOME funds to support project related costs associated with property located at 521 Second Avenue, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, VITAL STEPS DEVELOPMENT CORP. must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Vital Steps Development Corp. for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **102,950.00** in a HOME funds shall be expended by Vital Steps Development Corp. from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 521 Second Avenue in the Sand Hills Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by VITAL STEPS DEVELOPMENT CORP.. This unit will be constructed by Vital Steps Development Corp. and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 521 Second Avenue, Augusta, Georgia 30901

Initial: _____

C. Program Location and Specific Goals to be Achieved

Vital Steps Development Corp. shall conduct project development activities and related services in its project area known as Sand Hills that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Vital Steps Development Corp. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Vital Steps Development Corp. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. VITAL STEPS DEVELOPMENT CORP. will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Vital Steps Development Corp. will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Vital Steps Development Corp. will carry out this project with implementation oversight provided by HCD. Vital Steps Development Corp. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Vital Steps Development Corp., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$102,950.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Vital Steps Development Corp. compliance with all terms and

conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Vital Steps Development Corp. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Vital Steps Development Corp. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Vital Steps Development Corp. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$102,950.00 of this single project and seeks to provide Vital Steps Development Corp. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 102,950.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow VITAL STEPS DEVELOPMENT CORP. to retain 25% of sales proceeds to further future HOME development. (Example: 521 Second Avenue sales for \$195,000; VITAL STEPS DEVELOPMENT CORP. retains \$48,750.00 (25%) and pays HCD \$ 71,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

Vital Steps Development Corp. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Vital Steps Development Corp. will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Vital Steps Development Corp. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Vital Steps Development Corp. agrees that the unit being constructed at 521 Second Avenue is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Vital Steps Development Corp. shall be paid a total consideration of no more than \$ **102,950.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Vital Steps Development Corp. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Vital Steps Development Corp.

2. Vital Steps Development Corp. shall adhere to the following budget in the performance of this contract:

Construction **\$ 102,950.00**

TOTAL HOME PROJECT COST: \$ 102,950.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Vital Steps Development Corp. (whichever date is later) and shall end at the completion of all program

activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Vital Steps Development Corp. or any contractor/subcontractor hereunder. All payments to Vital Steps Development Corp. by Augusta will be made on a per performance request through the AIA Document.
- B. Vital Steps Development Corp. shall maintain a separate account and accounting process for HOME funding sources.
- C. Vital Steps Development Corp. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Vital Steps Development Corp. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Vital Steps Development Corp. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Vital Steps Development Corp. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Vital Steps Development Corp..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Vital Steps Development Corp. control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Vital Steps Development Corp..
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Vital Steps Development Corp.
- E. If Vital Steps Development Corp. is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Vital Steps Development Corp. shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Vital Steps Development Corp. shall maintain records that document all clients served with HOME funds. In addition, Vital Steps Development Corp. shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Vital Steps Development Corp., shall provide the information and verification described above.

Vital Steps Development Corp. shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Vital Steps Development Corp. with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Vital Steps Development Corp. shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Vital Steps Development Corp. shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Vital Steps Development Corp. shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Vital Steps Development Corp. shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Vital Steps Development Corp.'s fiscal year. Vital Steps Development Corp. is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Vital Steps Development Corp. shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Vital Steps Development Corp.' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Vital Steps Development Corp. agrees to comply with the Open Records Act should a request be submitted to it. Further, Vital Steps Development Corp. agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Vital Steps Development Corp. will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Vital Steps Development Corp. will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Vital Steps Development Corp.' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Vital Steps Development Corp. shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Vital Steps Development Corp. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Vital Steps Development Corp.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year

thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Vital Steps Development Corp. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Vital Steps Development Corp.. In such instances, Vital Steps Development Corp. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Vital Steps Development Corp..
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Vital Steps Development Corp. agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Vital Steps Development Corp. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Vital Steps Development Corp. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any

obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Vital Steps Development Corp. if the agreement is in default or has been breached in any manner.

3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Vital Steps Development Corp. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Vital Steps Development Corp. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Vital Steps Development Corp. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Vital Steps Development Corp. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Vital Steps Development Corp. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Vital Steps Development Corp. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Vital Steps Development Corp. will in all solicitations or advertisements for employees placed by or on behalf of Vital Steps Development Corp.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Vital Steps Development Corp. agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Vital Steps Development Corp. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Vital Steps Development Corp. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Vital Steps Development Corp. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Vital Steps Development Corp. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Vital Steps Development Corp. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Vital Steps Development Corp. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Vital Steps Development Corp. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Vital Steps Development Corp. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Vital Steps Development Corp. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Vital Steps Development Corp. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Vital Steps Development Corp. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Vital Steps Development Corp. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vital Steps Development Corp. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Vital Steps Development Corp. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Vital Steps Development Corp. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Vital Steps Development Corp. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Vital Steps Development Corp. will not discriminate against any person applying for shelter on the basis of religion. Vital Steps Development Corp. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Vital Steps Development Corp. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Vital Steps Development Corp. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Vital Steps Development Corp. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Vital Steps Development Corp. cures any breach of the contract. If Vital Steps Development Corp. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Vital Steps Development Corp. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Vital Steps Development Corp. for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Vital Steps Development Corp. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Vital Steps Development Corp. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Vital Steps Development Corp. will receive all notices at the address indicated below:

Vital Steps Development Corp.
2573 Wheeler Road
Augusta, Georgia 30904

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Vital Steps Development Corp. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Vital Steps Development

Corp. specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Vital Steps Development Corp. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Vital Steps Development Corp. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Vital Steps Development Corp. handling or charged with the responsibility for handling funds and property pursuant to this contract. VITAL STEPS DEVELOPMENT CORP. shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Vital Steps Development Corp. shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Vital Steps Development Corp. hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Vital Steps Development Corp. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Vital Steps Development Corp.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Vital Steps Development Corp. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Vital Steps Development Corp. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Vital Steps Development Corp. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$102,950.00** in Year 2023 HOME Investment Partnerships Funds to Vital Steps Development Corp.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Vital Steps Development Corp. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Vital Steps Development Corp. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

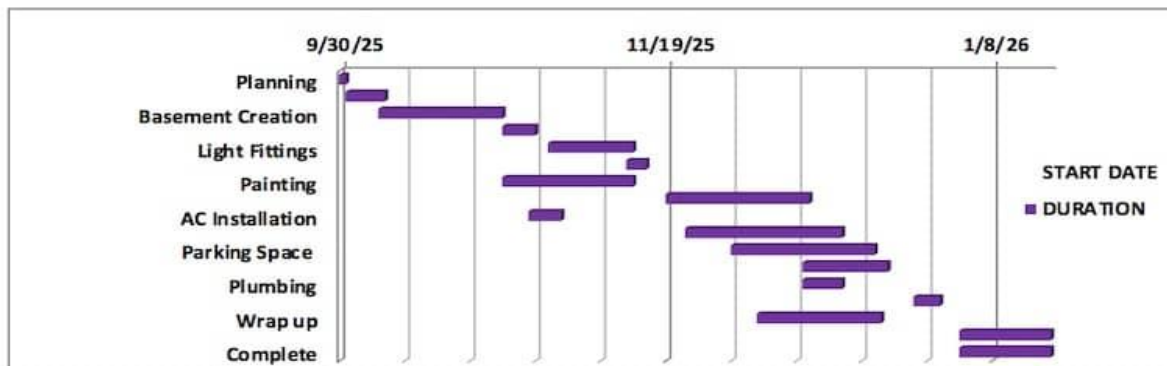
4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
 - b. Vital Steps Development Corp. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
 - c. Vital Steps Development Corp. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Vital Steps Development Corp. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
 - d. Vital Steps Development Corp. must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
 - e. Vital Steps Development Corp. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

VITAL STEPS DEVELOPMENT CORP. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	





Administrative Services Committee Meeting

Meeting Date: 05/27/2025

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Department:	HCD
Presenter:	Shauntia Lewis and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family units to be sold to low income homebuyer.
Background:	<p>Augusta/CSRA Habitat for Humanity has completed two single family units under the supervision and guidance of South Augusta Urban Development. Augusta/CSRA Habitat for Humanity continue to show interest in developing affordable housing in the South Augusta area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:</p> <p>Augusta/CSRA Habitat for Humanity is requesting:</p> <ul style="list-style-type: none"> • 3035 Hummingbird Lane, Augusta, GA 30906: Funding Request: \$80,102.22 • 3037 Hummingbird Lane, Augusta, GA 30906: Funding Request: \$80,102.22 <p>The funding request is to assist with the cost associated with the construction of two (2) single family affordable units.</p>
Analysis:	Approval of the contract will allow the partnership to construct two (2) single family units in the South Augusta area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of

\$160,204.44 to assist in the construction of two single family affordable housing unit.

Alternatives:

Do not approve HCD's Request. HCD will not be able to expend funding for the use and intention of the HOME Program. We will not be able to provide affordable housing to low to moderate income households.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family unit to be sold to low income homebuyer.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 80,102.22**Eighty Thousand One Hundred Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“3035 Hummingbird Lane – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*HABITAT FOR HUMANITY.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Habitat for Humanity to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ 80,102.22 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 3035 Hummingbird Lane, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, HABITAT FOR HUMANITY must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **80,102.22** in HOME funds shall be expended by Habitat for Humanity from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 3035 Hummingbird Lane in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 3035 Hummingbird Lane, Augusta, Georgia 30906

b. Developer’s Fee

An amount not to exceed \$ **31,259.40** in HOME funds shall be provided to Habitat for Humanity from Year 2023 HOME Program funds for administration and coordination of the construction of

the development of one (1)) single family unit within the Habitat Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of unit is completed, and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat for Humanity shall conduct project development activities and related services in its project area known as that incorporates the following boundaries: Peach Orchard Road on the North, Gordon Highway to the West, Hwy 25 on the South and Lumpkin Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. HABITAT FOR HUMANITY will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$ 80,102.22 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs in the amount of \$48,842.82 of this single project and seeks to provide Habitat for Humanity with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 80,102.22** of the total development costs plus developer's fee of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Habitat for Humanity agrees that the unit being constructed at 3035 Hummingbird Lane is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than \$ **80,102.22** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	\$ 48,842.82
Developer's Fee	31,259.40
TOTAL HOME PROJECT COST:	\$ 80,102.22

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.
- B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.
- C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Habitat for Humanity control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

- b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Habitat for Humanity.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Habitat for Humanity
- E. If Habitat for Humanity is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Habitat for Humanity shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Habitat for Humanity shall maintain records that document all clients served with HOME funds. In addition, Habitat for Humanity shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Habitat for Humanity, shall provide the information and verification described above.

Habitat for Humanity shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Habitat for Humanity with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Habitat for Humanity shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Habitat for Humanity shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Habitat for Humanity shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Habitat for Humanity shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Habitat for Humanity's fiscal year. Habitat for Humanity is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Habitat for Humanity shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Habitat for Humanity' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Habitat for Humanity agrees to comply with the Open Records Act should a request be

submitted to it. Further, Habitat for Humanity agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Habitat for Humanity will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Habitat for Humanity will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Habitat for Humanity's board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Habitat for Humanity shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Habitat for Humanity
1301 Greene Street
Augusta, Georgia 30901

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. HABITAT FOR HUMANITY shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Habitat for Humanity
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$80,102.22** in Year 2023 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

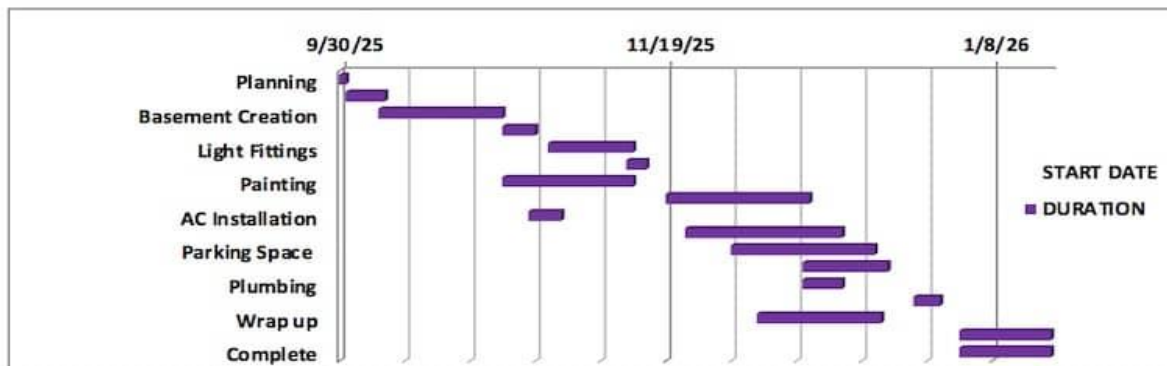
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Habitat for Humanity must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Habitat for Humanity must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
- e. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	



CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 80,102.22**Eighty Thousand One Hundred Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“3037 Hummingbird Lane – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*HABITAT FOR HUMANITY.*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity agrees to complete all predevelopment activities and provide HCD with copies of plans and work write up prior to Notice to Proceed

WHEREAS, it is the responsibility of Habitat for Humanity to understand the HOME rules and regulation as outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ 80,102.22 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 3037 Hummingbird Lane, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*

- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, HABITAT FOR HUMANITY must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **80,102.22** in HOME funds shall be expended by Habitat for Humanity from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 3037 Hummingbird Lane in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 3037 Hummingbird Lane, Augusta, Georgia 30906

b. Developer’s Fee

An amount not to exceed \$ **31,259.40** in HOME funds shall be provided to Habitat for Humanity from Year 2023 HOME Program funds for administration and coordination of the construction of

the development of one (1)) single family unit within the Habitat Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of unit is completed, and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat for Humanity shall conduct project development activities and related services in its project area known as that incorporates the following boundaries: Peach Orchard Road on the North, Gordon Highway to the West, Hwy 25 on the South and Lumpkin Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. HABITAT FOR HUMANITY will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$ 80,102.22 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs in the amount of \$48,842.82 of this single project and seeks to provide Habitat for Humanity with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 80,102.22** of the total development costs plus developer's fee of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$100 a day for every day over the stated deadline.*

Initial: _____

Habitat for Humanity agrees that the unit being constructed at 3037 Hummingbird Lane is under the 9-month compliance rule which refers to the timeframe allowed for selling to an eligible homebuyer within 9 months from the completion of construction. HCD/Augusta will not be responsible for providing additional funds to cover any financial obligations by the developer in the case the HOME unit does not sale. Developer will not receive final developer's fee or compensation if the unit is not sold within the allotted 9 months' requirement. This is solely the responsibility of the developer.

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than \$ **80,102.22** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	\$ 48,842.82
Developer's Fee	31,259.40
TOTAL HOME PROJECT COST:	\$ 80,102.22

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.
- B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.
- C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Habitat for Humanity control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

- b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Habitat for Humanity.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Habitat for Humanity
- E. If Habitat for Humanity is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Habitat for Humanity shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Habitat for Humanity shall maintain records that document all clients served with HOME funds. In addition, Habitat for Humanity shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Habitat for Humanity, shall provide the information and verification described above.

Habitat for Humanity shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Habitat for Humanity with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Habitat for Humanity shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Habitat for Humanity shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Habitat for Humanity shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Habitat for Humanity shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Habitat for Humanity's fiscal year. Habitat for Humanity is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Habitat for Humanity shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Habitat for Humanity's records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Habitat for Humanity agrees to comply with the Open Records Act should a request be

submitted to it. Further, Habitat for Humanity agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Habitat for Humanity will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Habitat for Humanity will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Habitat for Humanity's board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Habitat for Humanity shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Habitat for Humanity
1301 Greene Street
Augusta, Georgia 30901

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. HABITAT FOR HUMANITY shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

Approved by Augusta, GA Commission on

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Habitat for Humanity
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$80,102.22** in Year 2023 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$100.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

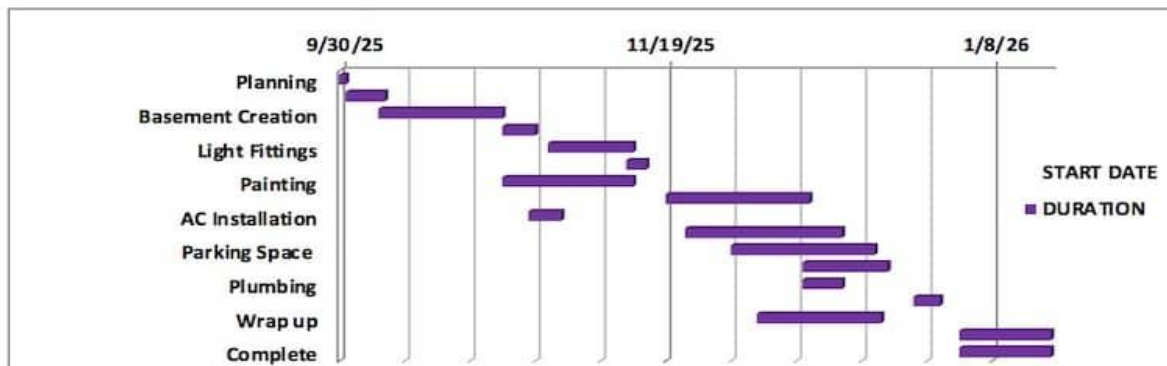
4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
 - b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
 - c. Habitat for Humanity must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
 - d. Habitat for Humanity must collect from the contractor a copy of the construction supply invoice; designs/plans and submit to HCD prior to Notice to Proceed.
 - e. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Construction Schedule Template						
Project Name:		Start Date:		Total Duration:		
Project Manager:		End Date:				
TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION	COMMENTS
Planning	Complete		9/21/25	9/30/25	10	
Raw Material Accumulation	Complete		10/1/25	10/6/25	6	
Basement Creation	Complete		10/6/25	10/24/25	19	
Floors Creation	Complete		10/25/25	10/29/25	5	
Light Fittings	Complete		11/1/25	11/13/25	13	
Sewage Pipelines	Complete		11/13/25	11/15/25	3	
Painting	In Progress		10/25/25	12/5/25	20	
Accessories Installation	In Progress		11/19/25	12/10/25	22	
AC Installation	In Progress		10/29/25	12/9/25	5	
Fire Extinguishers	In Progress		11/22/25	12/15/25	24	
Parking Space	Not Started		11/29/25	12/20/25	22	
Appliances	On Hold		12/10/25	12/22/25	13	
Plumbing	In Progress		12/10/25	12/15/25	6	
Final Inspections	Not Started		12/27/25	12/30/25	4	
Wrap up	Not Started		12/3/25	12/21/25	19	
House Cleaning	Not Started		1/3/26	1/23/26	21	
Complete	Not Started		1/3/26	1/17/26	15	





Administrative Services Committee Meeting

Meeting Date:

2025 – Utilities-Administration – Bid #25-162

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department. (Bid 25-162)
Background:	The Augusta Utilities Department is requesting the purchase of a trailer hydro excavator. The equipment is used for field work pertaining to specific residential water infrastructure projects. This equipment will be heavily utilized in upcoming projects, such as the Lead/Copper Rule Improvements (LCRI) and the Utilities Meter AMI project.
Analysis:	The Procurement Department published via the Augusta Code a competitive bid process for a Trailer Hydro Excavator. Invitations to bid were sent to 21 vendors with 3 compliant bids received. Vermeer Southeast Sales & Services' bid offer is the lowest bid and meets all the requirements of the specifications.
Financial Impact:	Funding in the amount of \$84,820 is available in the following accounts: <ul style="list-style-type: none"> • 506-04-3410/54-22510
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department.
Funds are available in the following accounts:	506-04-3410/54-22510
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 15, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **815 0877 0880**; Passcode: **25162** for furnishing:

Bid Item #25-162 2025/2026 Trailer Hydro Excavator for Augusta, GA – Central Service Department – Fleet Management Division

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 28, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

Augusta Procurement Department
Attn: Darrell White, Interim Procurement Director
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.

DARRELL WHITE, INTERIM Procurement Director

Publish:

Augusta Chronicle March 6, 13, 20, 27, 2025
Metro Courier March 6, 2025



**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
for Augusta, Georgia- Central Services Department-Fleet Maintenance
Bid Due: Tuesday, April 15, 2025 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 21

Total Number Specifications Download (Demandstar): 5

Total Electronic Notifications (Demandstar): 117

Pre-Bid Conference Attendees: N/A

Georgia Procurement Registry: 869

Total packages submitted: 3

Total Non-Compliant: 0

Vendors	Vermeer Southeast Sales & Service 2965 McEver Rd. Buford, GA 30518	Siak Enterprise LLC 901 Hampton Hill Court Lawrenceville, GA 30044	Jet-Vac Equipment Company, LLC 5500 S Cobb Drive, Building 200 Suite 210 Atlanta, GA 30339
Attachment B	YES	YES	YES
E-Verify Number	111350	2516665	804190
SAVE Form	YES	YES	YES
Exceptions	YES	NO	NO
6.00 Additional Items To Be Included In Pricing:			
6.01 Initial Equipment Training	Included	\$0.00	\$0.00
6.02 Delivery Charge	Included	\$0.00	\$0.00
6.03 Extra Set of Keys (3 Total)	Included	\$0.00	\$0.00
6.04 Extra User's Manual (2 ea)	Included	\$0.00	\$0.00

Item 21.



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for Augusta, Georgia- Central Services Department-Fleet Maintenance**
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6.05				
Parts Manual (1 ea)	Included		\$0.00	\$0.00
2025/2026 Trailer Hydro Excavator				
Year	2025		2025	2025
Brand	VERMEER		KUBOTA	RING-O-MATIC
Model	LP573SDT		HX50	JV550
Bid Price	\$84,820.00		\$109,731.33	\$109,817.00
Approximate Delivery Schedule	30 DAYS		7 DAYS	NOT LISTED



Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: April 23, 2025
SUBJECT: Recommendation for Bid #25-162 – Trailer Hydro Excavator

On April 15, 2025, three proposals were received for bid #25-162, Trailer Hydro Excavator. Fleet Management recommends awarding the lowest compliant vendor, Vermeer Southeast Sales & Service of Buford, GA in the amount of \$84,820.

Vermeer Southeast Sales & Service proposal met all requirements of the bid and provides all the accessories and/or options. The specifications and exceptions have been reviewed and confirmed by the department that the equipment is equipped to be used for the department's day-to-day operations.

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

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

RL/kb

Augusta
G E O R G I A

**Bid Opening: Bid Item #25-162 Trailer Hydro Excavator
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Attachment B	YES	YES	YES
E-Verify Number	111350	2516665	804190
SAVE Form	YES	YES	YES
Exceptions	YES	NO	NO
6.00 Additional Items To Be Included In Pricing:			
6.01 Initial Equipment Training	Included	\$0.00	\$0.00
6.02 Delivery Charge	Included	\$0.00	\$0.00
6.03 Extra Set of Keys (3 Total)	Included	\$0.00	\$0.00
6.04 Extra User's Manual (2 ea)	Included	\$0.00	\$0.00

Item 21.



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6.05	Parts Manual (1 ea)	Included	\$0.00	\$0.00
2025/2026 Trailer Hydro Excavator				
Year		2025	2025	2025
Brand		VERMEER	KUBOTA	RING-O-MATIC
Model		LP573SDT	HX50	JV550
Bid Price		\$84,820.00	\$109,731.33	\$109,817.00
Approximate Delivery Schedule		30 DAYS	7 DAYS	NOT LISTED

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

DURAPATCHER
2000 OLD WHITFIELD ROAD
PEARL, MS 39208

VERMEER SOUTHEAST
1320 GRESHAM ROAD
MARIETTA, GA 30062

ADAMS EQUIPMENT COMPANY
6971 OAK RIDGE COMMERCE WAY
AUSTELL, GA 30168

MUNICIPAL EQUIPMENT SALES
208 BELL PL
WOODSTOCK, GA 30188

JET-VAC EQUIPMENT COMPANY
5746 BROAD STREET
SUMTER, SC 29154

P & H SUPPLY CO.
101 LENNOX AVE.
WARRENTON, GA 30828

YANCEY BROS CO.
4165 MIKE PADGETT HWY
AUGUSTA, GA 30906

DITCH WITCH OF GEORGIA
5430 GA HWY 85
FOREST PARK, GA 30297

ENVIRONMENTAL PRODUCTS
OF GEORGIA
4410 WENDELL DR SW
ATLANTA, GA 30336

BORDER EQUIPMENT
2804 WYLDs ROAD
AUGUSTA, GA 30909

BOBCAT OF AUGUSTA
2803 WYLDs ROAD
AUGUSTA, GA 30909-4449

LOW COUNTRY JCB
1008 HWY 80 E
POOLER, GA 31322

SHEA TRACTOR AND EQUIPMENT CO
9066 HWY 301 SOUTH
STATESBORO, GA 30458

INTERSTATE EQUIPMENT CO
143 SEYNOUR DR N
THOMSON, GA 30824

Mc CORKLE SALES
9899 US-280
CLAXTON, GA 30417

J & B TRACTOR CO INC.
3585 MIKE PADGETT HWY
AUGUSTA, GA 30906

GEORGIA EQUIPMENT STATESBORO
22738 US-80 EAST
STATESBORO, GA 30458

HENDRIX MACHINERY
1725 OLD DEAN FOREST RD
POOLER, GA 31322

PETERSEN INDUSTRIES
4000 E STATE RD. 60 W.
LAKE WALES, FL 33859

PALMER EQUIPMENT CO
708 N BYPASS W
WASHINGTON, GA 30673

RON LAMPKIN
CENTRAL SERVICES

KAYCEE BRASWELL
FLEET MANAGEMENT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #25-162
TRAILER HYDRO EXCAVATOR
for AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT/FLEET MAINTENANCE
BID DUE: TUES, 4/15/25 @ 11:00 AM

BID ITEM #25-162
TRAILER HYDRO EXCAVATOR
for AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT/FLEET MAINTENANCE
MAIL DATE: 3/6/25

TRACTOR & EQUIPMENT CO
3809 MIKE PADGETT HWY
AUGUSTA, GA 30906

Planholders

Add Supplier

Export To Excel

Supplier (5)

Supplier

Download Date

Dodge Data	03/06/2025
JEM INDUSTRIAL SUPPLIES, INC	03/07/2025
Jet-Vac Equipment Company	03/13/2025
Onvia, Inc. - Content Department	03/06/2025
West-Mark	03/06/2025

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
25-162_ITB	Bid Document / Specifications	View History

Katie Cornelius

From: Michael Bryant
Sent: Friday, May 9, 2025 10:52 AM
To: Kaycee Braswell
Cc: Laquona Sanderson
Subject: RE: Justification - Hydro Excav

Bid # 25-162

This equipment, selected by ITB process, will be used by Augusta Utilities for field work pertaining to specific residential water infrastructure projects. This equipment is a tow-behind model that is right-sized for in-and-around residential water meters to hydro-excavate meter boxes of excess dirt, sand, silt, clay, and other non-sanitary debris. This equipment will be heavily utilized in upcoming projects, such as the Lead/Copper Rule Improvements (LCRI) and the Utilities' Meter AMI project. The Meter AMI project is projected to be a 5-year project and this equipment will be relied upon for daily use.

<https://www.vermeer.com/na/vacuum-excavators/lp-sdt>

- Michael

From: Kaycee Braswell <KBraswell@augustaga.gov>
Sent: Friday, May 9, 2025 10:17 AM
To: Michael Bryant <MBryant@augustaga.gov>
Cc: Laquona Sanderson <LSanderson@augustaga.gov>
Subject: Justification - Hydro Excav

Michael,

I am working on the agenda for the hydro excavator. Can you give me a justification for this purchase?

Kaycee Braswell | Fleet Operations Specialist
Augusta – Richmond County | Central Services Department
 1568 Broad St Bldg. C | Augusta, Georgia 30901
 (p) 706-821-2894 | (c) 762-622-0744
kbraswell@augustaga.gov | www.augustaga.gov



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Item 21.

AED:104.1



Administrative Services Committee

Meeting Date: Tuesday, May 27th, 2025

PACT Project Change Order Consolidation (RFQ 18-164 - 22CSA046)

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company. (RFQ 18-164 - 22CSA046)
Background:	As part of the PACT Project Design Phase, a contingency of \$250,000.00 was allocated to cover any change orders discovered during the Construction Phase. During the Construction Phase, an amount of \$1,076,923.00 was credited for work that was no longer required. In this same phase, a number of deficiencies were found that required corrections, which amounts to a total of \$1,406,173.00. The net total of the change orders equaled \$329,250.00. The City of Augusta can anticipate recuperating funds available in the IRA Tax Credit for this project in the amount of \$400,000.00 based off of a 30% return.
Analysis:	Trane Company provided credit for work no longer required and provided services of work related to the energy savings scope. Refer to attachments for detailed breakdown of credits and work performed.
Financial Impact:	\$329,250.00, SPLOST 8 – Existing Facilities
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company.
Funds are available in the following accounts:	\$329,250.00, SPLOST 8 – Existing Facilities

Number	Description	Facility	Amount Credited	Notes
ARC Contingency			-250,000.00	Customer Contingency
2	BPI Credit	Varies	-218,976.00	Indicated value removed from scope by NV5
15	Building Envelope	All	-255,893.00	See detailed spreadsheet, Reconciled to Date
4	Street Lighting Building Credit	Street Light	-17,064.00	Building was sold
64	Boathouse Lighting Credit	Boathouse	-10,698.00	Lighting not installed in this location
50	Lighting Scope Reconciliation	All	-22,072.00	Includes Riverwalk Adjustment
5	Carrie J Mays Gymnasium	Carrie J Mays	-95,953.00	Equipment + Installation Credit
37	Downtown Park	Downtown Park	-31,972.00	
38	Gracewood Community Center	Gracewood	-39,353.00	2EA 5T Units were replaced by the Customer, BAS Completed
40	WT Johnson	WT Johnson	-7,798.00	The Team Room 3T Dx Unit Replaced by the Customer (Material credit only), Substantial roof repair not included
41	Recreations, Parks, and Facilities Admin Offices	Recreations and Park	-4,971.00	Customer replaced 0.75T minisplit
42	Newman Tennis Center	Newman Tennis	-5,456.00	Outdoor unit replaced by the customer
43	Webster Detention Center AHUs	Webster Detention	-62,648.00	Changes in AHU Scope
61	Henry Brigham Pool Pump and VFD	Henry Brigham	-23,708.00	
62	Boathouse Controls Labor	Boathouse	-30,361.00	Facility is condemned, material given to ARC
			Total Credited	-1,076,923.00

Number	Description	Facility	Amount Paid	Notes
12	Judicial Center Duct Cleaning and Disinfection and Coil Cleaning	Judicial	210,357.00	TR Legal approval Price includes \$132,206 (\$128,211+PP Bonds) and \$30,800 Coil Cleaning
46	Municipal Building PV Installation Parking Transportation	Municipal	84,500.00	Requested by Customer, Approved verbally
21	Install 5EA New Fixtures in Rec	Park and Rec	1,083.00	
18	Webster Screws	Webster	9,452.00	Price per unit not to exceed \$10,000.00
22	Diamond Lake Track Pole Lighting	Diamond Lake	432,571.00	Opted to pursue Solar Lighting
23	Judicial Hallway Instea 3EA New Recessed Lights	Judicial Center	785.00	Request from Ron
26	Webster Shower Fixtures Replacement	Webster	34,074.00	
27	Webster High Bays G, H, and F Light Fixtures Replacement	Webster	44,699.00	
30	Warren Road and McDuffie CC High Bays LEDS	Warren Road / McDuffie	7,689.00	
33	Blythe Unit Changeout	Blythe	21,112.00	Emergency replacement of existing unit (outside SOW)
10	Municipal HVAC Installation Service Split	Municipal	75,243.00	Chiller feed
36	McDuffie Wood Center Revised Design	McDuffie	144,766.00	Diff between installation of 5EA Splits and 2EPUs + 2EA Splits (Code Compliance)
39	Sheriff Office Mess Hall	Sheriff Office	142,591.00	
28	ARC Cx Baseline Deficiencies Summary	Varies	9,453.00	Processed as TK Job, Cx Agent Issue Log Items
35	Webster AHUs Install Isolation Valves	Webster	33,944.00	Recommended upgrades by Trane
49	Webster Chiller Isolation Valves	Webster	26,295.00	Recommended
54	Webster Rework Existing 1 1/4 Piping AHU 1V	Webster	15,789.00	Will remain longer
56	Webster Rework Existing 1 1/4 Piping AHU 3D	Webster	32,853.00	Upsized AHU
60	Webster Coil Replacement 1B	Webster	78,917.00	Customer responsibility
			Total Paid	1,406,173.00
			Balance	329,250.00
			Available IRA Tax Credit (up to 30%)	\$400,000.00

Friday, December 30, 2022

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-005
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Judicial Center Duct Cleaning and Disinfecting, and AHU Coils Steam Cleaning**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Air Duct Cleaning and Disinfecting	\$132,206	ARC
002	AHU Coils Cleaning	\$30,800	GreenAir
003	Margin 22.51%	\$47,351	Trane

**Total Amount \$210,357
Total Savings Adjustment \$0**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

The Customer acknowledged that Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from, personal injuries, or other claims arising from or connection with this work including any warranties, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title Michal Banik, PM

Date 12/30/2022

Signature 

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 3/28/23

Signature 



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane
Tel:		Fax:		
PCO #: 012		12/19/2022		Judicial Center Duct Cleaning / Disinfection and AHU Coils Cleaning
Category	Reason	Reference	COR Number	PCCO Number
Change Order	Customer Request		NA	
Notes		Task Name		Revenue Code

See attached email.

Summary:	
Requested Days:	Approved Days:
Not Finalized	Not Finalized
Budget:	
	205,202
	0
	210,357

Itemized Details:		General Description		Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Air Duct Cleaning	MediClean	N/A	N/A	Budget	Apprx Rev	132,206	0	132,206	
002 - Coil Cleaning	GreenAir	N/A	N/A	Budget	Apprx Rev	30,800	0	30,800	
003 - Margin 22.51%		N/A	N/A	Budget	Apprx Rev	47,351	0	47,351	



December 20, 2022

Enviro-Tech Systems, Inc.
dba MediClean Air Pros
 3030 Amwiler Rd
 Atlanta, GA 30360
 770.631.3660
 Fax: 404.592.9144

MAILING ADDRESS

P.O. Box 15010
 Atlanta, GA 30333

Address for Payments only

P.O. Box 505
 Griffin, GA 30224

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



Dan J. Shabo, PE, CEM, LEED-AP
Project Developer
Trane, Inc. Georgia-Alabama
 Atlanta / Birmingham
 770-241-6838 cellular
dan.shabo@trane.com

Augusta Richmond County Judicial Center
 735 James Brown Blvd, Augusta, GA 30901

Augusta Richmond County Judicial Center - Air System Quote

Thank you for consulting with MediClean, regarding your air-duct cleaning needs. We appreciate the opportunity to present you with this proposal. We assure you that when MediClean completes the project you will be pleased with our job performance and the results.

MediClean Air Duct Services is a fully licensed, insured, bonded and complete air duct diagnostics and cleaning company. We strive to provide a service that is at the top of industry standards. The processes we use to clean HVAC systems have always been guided by the principle that "Our Minimum Standard is Thoroughly Clean." We are NADCA certified and all work complies with NADCA standards.

We are a SDVOSB - Service Disabled Veteran Owned Small Business registered in SAM - System for Award Management. We E-Verify and can be found under our DUNS # 787328533 as Enviro-Tech Systems, Inc. dba MediClean Air Pros now with Unique Entity ID – ZNNYQFX9U485.

Scope of Work:

The Scope of Work is to include the cleaning of the Supply ductwork, VAV boxes and Diffusers based on National Air Duct Cleaners Association, Assessment, Cleaning & Restoration ACR- Standards and as shown on M-101.1, M-101.2, M-101.3, M-102.1, M-102.2, M-102.3 M-103.1, M-103.2, M-103.3 M-104.1, M-104.2, M-105.1 and M-105.2. Then the system will be treated with Concrobium disinfecting aerosol. All will be conducted during second shift beginning around 6pm.

Process & Procedure:

Transportable commercial vacuum units or equipment with large 8" commercial hoses are used inside the building. The inside units are HEPA filtered to protect the indoor environment. Large ductwork can be entered by MediClean personnel for hand cleaning. Implements and attachments such as brooms, crevice tools and scrapers may be utilized. We hand clean using our powerful HEPA filter vacuum along with these tools that are specifically tailored for air duct cleaning. Smaller and mid-size ductwork is cleaned using a pneumatic rubber whip. This tool dislodges dust and debris inside an air duct by vibrating against the interior surfaces so that the particulate matter becomes airborne. The powerful vacuum hooked up to the duct induces a strong air stream. High velocity negative pressure carries away the dislodged dust, drawing it into the vacuum hose to HEPA filtered containment.

Job Set-Up: Drop cloths and plastic sheeting will be utilized in sensitive areas, where the work is to be performed, before the start of every shift, and removed at the end of every shift.

Service Openings: Existing service openings will be utilized whenever possible. New service openings will be installed to facilitate the cleaning process. Newly installed openings will be installed in accordance with industry standards & codes.

Ceiling Sections: We remove and reinstall ceiling sections to gain access to the HVAC system during the cleaning process.

Supply Diffusers & Grilles: The diffusers & grilles associated with the system being cleaned will be removed, wiped and brushed off as needed. (Rusty registers may be replaced by new ones which we can swap out when doing the cleaning if this is requested. If so, these should be supplied by the mechanical contractor.)

Air Handler or Package Units: The fan blower and housing is HEPA-Filtered vacuumed cleaned. The plenum is contact vacuumed and air washed along with AHUs, PIUs, FCUs, VAVs and similar fans found throughout the system.

Supply: Volume & zone damper positions are marked prior to cleaning and returned to their original setting after cleaning. The ductwork is zoned and put under a negative pressure vacuum as a collection device for the contaminants. Contact cleaning and air wash agitation devices are utilized to push the contaminants toward the HEPA-Filtered Negative Air Flow collection unit.

Exclusions & Clarifications:

1. This quote expressly does not include pricing for construction barriers. On this project, it is our intention to work only behind barriers provided and maintained by the mechanical or general contractor. However, when appropriate, we can run supplemental scrubber fans to aid in containment measures already in place.

2. This quote is for duct cleaning. Any major repair of ductwork will be performed by the mechanical contractor. While we are NADCA certified, our services do not include SMACNA certifications. This repair will expressly be left to the mechanical contractor to perform.

3. This quote also does not include any provisions for the treatment of interior insulation. Some insulation may be frayed inside these lines near the end of the slot registers, or in the main trunk lines as they come out of the plenums. Should we see friable insulation, this can be reported for consideration of treatment which we can perform. Our cleaning service cannot include the replacement or treatment of frayed insulation in our quotation. We will follow duct cleaning procedures to get these as clean as called for in the scope of work.

4. This quote expressly does not include pricing for any carpentry necessary to gain access to ductwork. We will operate under the assumption that you would not want to cut into sheetrock in order to access ductwork for the cleaning process. This would most likely become relevant where there is a combination of slot diffusers with hard ceilings as opposed to drop ceilings. In these instances, we will clean the diffusers and the ductwork connecting to it as best we can, but complete cleaning of these lines may be excluded.

5. Kitchen Hood, dishwasher exhaust and associated kitchen exhaust lines are excluded. We are not NFPA certified. This work should be performed by a different trade.

6. This quote is based upon the mechanical drawings provided and referenced in the SOW. Should the field conditions prove to be materially different and extra to the work shown and/or referenced, we reserve the right to submit a change order for that additional work.

7. Quote includes an additional \$495 for the Apprux registration and \$3500 for the P&P Bond.

Concrobium Disinfectant II Treatment for Air Duct Systems:

We are now offering a Concrobium treatment along with our other HVAC cleaning and sealing services. Concrobium is an EPA-registered, hospital-grade virucide, bactericide, tuberculocide, and fungicide. It is botanically-derived, does not require PPE, and does not require evacuation of the building that is being treated. It also has no harsh fumes and can be fogged with a ULV fogger. COVID-19 (Human Coronavirus) is caused by the SARS-CoV-2 virus. Concrobium kills similar viruses and can therefore be used against SARS-CoV-2. The required contact time for efficacy against viruses, tuberculosis, bacteria, and fungi is 10 minutes. Client may also receive ECOTREAT as an alternative should they prefer it. SDS sheets and more information for this product is available upon request.

Documents:

<https://aeroseal.sharefile.com/d-sf22d0d21b3de482ebfd6449a6345f011>

The quote for cleaning and treating the system, with the aforementioned exclusions, including any miscellaneous charges:

\$132,206

Photographic documentation will be provided along with a written summary.

Please allow advance notice. Expiry date 4-1-2023.

Thank you again for the opportunity to do business with you. Please call me at 404-408-6136 with any questions or to announce the award of contract. Our office at 770-631-3660 is also available to you for direct scheduling questions.

Thank you,

Cary Aiken
V.P. Business Development



(404) 408-6136
cary@medicleanairpros.com



SUSTAINABLE AIR HANDLER UNIT & HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

Dan J. Shabo, PE, CEM, LEED-AP
Project Developer
Trane
Augusta Judicial Center
735 James Brown Blvd.
Augusta, GA 30901
Dan.shabo@trane.com
770-241-6838

RE: Sustainable Air Handler Unit and HVAC Coil Cleaning for (6) AHU's at Augusta Judicial Center (AHU 1-6)

Green Air Environmental, LLC is pleased to provide the following proposal for your approval:

Scope of Work:

1. Mobilization of all equipment and tools to area work is to be performed
2. Prepare mechanical rooms and work area utilizing Green Air Environmental proprietary process
3. Clean HVAC coils and AHU's for equipment listed above
4. Clean fan housing, drain pan, and blower wheels
5. Clean interior cabinets of each AHU
6. Green process of using steam is non-corrosive
7. Deep clean sterilization HVAC coils of units via the Green Air Environmental proprietary process
8. Digital images of all surface/coils cleaned before and after cleaning
9. No chemicals will be used in this Green process of cleaning the coils
10. Results of final visual inspection of each surface/coil cleaned
11. Swab before and after cleaning for lab results
12. Remove and destroys mold, bacteria, viruses, algae and fungi.
13. Extend life of coils.
14. Remove all bad filters.
15. Project time frame will be 1 evening per AHU.
16. If filters are supplied by facilities, we will install upon completion of cleaning.
17. Will remove any panels to gain access to AHU (any electrical issues will not be handled by our staff).
18. Clean work area daily



SUSTAINABLE AIR HANDLER UNIT & HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

January 8, 2021

Page Two

Clarifications/Exclusions:

Work to be performed after hours at the direction of Facilities

The costs to perform the above listed work will be

AHU 1 Steam Cleaning.....	\$4,950.00
Apply Anti-microbial to Supply and Return Piping.....	\$1,100.00
AHU 2 Steam Cleaning.....	\$4,950.00
AHU 3 Steam Cleaning.....	\$4,950.00
AHU 4 Steam Cleaning.....	\$4,950.00
AHU 5 Steam Cleaning.....	\$4,950.00
<u>AHU 6 Steam Cleaning.....</u>	<u>\$4,950.00</u>
Total Project Price.....	\$30,800.00

Please contact me at 1.800.789.3734

Sincerely,
GREEN AIR ENVIRONMENTAL, LLC
Richard G. Johns
Regional Business Development Manager

Customer Approval

Name _____

PO# _____

Date _____

Attached Terms & Conditions have been read and agreed upon

P.O. BOX 566 Fayetteville, GA 30214 / 1.888.725.5474 FAX /www.greenairenv.com



SUSTAINABLE AIR HANDLER UNIT & HVAC COIL CLEANING

100% ECO-FRIENDLY & CHEMICAL-FREE STEAM

January 8, 2021

Page Three

GENERAL TERMS AND CONDITIONS

- 1) Payment terms are NET thirty (30) days from date of invoice.
- 2) GREEN AIR ENVIRONMENTAL, LLC will perform the services herein during regular working hours, Monday through Friday with holidays excepted. If Customer requests special inspections, adjustments or repairs to be made other than during normal working hours, Customer shall be billed separately for the difference between the regular and overtime billing rates.
- 3) Customer is responsible for daily operation and maintenance of the equipment unless otherwise specified herein, and for maintaining insurance coverage to protect against sudden accidental and/or catastrophic failures GREEN AIR ENVIRONMENTAL, LLC is not liable for damage caused by acts of God, fire, power failures, low water pressure, problems with electrical supply and plumbing lines, strikes, or availability of parts.
- 4) Customer agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of carrying out the terms of this service agreement. 5) This Agreement excludes the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the above materials are encountered, GREEN AIR ENVIRONMENTAL, LLC will notify Customer, discontinue work and remove its employees. Customer shall be responsible for any claims, liability or fees associated with or relating to any hazardous materials GREEN AIR ENVIRONMENTAL, LLC will not resume work until the hazard is corrected or it is determined no hazard exists.
- 6) Green Air Environmental, LLC reserves the right to partially invoice for work not completed.



Monday, August 8, 2022

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-002
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Street Lighting Building Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Labor Summary	-\$17,064	Trane

Total Credit **\$17,064**
Total Savings Adjustment **-\$3,413**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik PM

Date 8/8/22

Signature

OWNER:

Name/Title Ron Lampkin / Director Central Services

Date 8/17/22

Signature



BUILDING NAME	LIGHTING UPGRADES	WATER UPGRADES	BUILDING ENVELOPE	CONTROLS UPGRADES	HVAC UPGRADES	SOLAR PV	TOTAL PER BUILDING
Friedman Branch Library	\$ 60,746.00	\$ -	\$ 66,014.00	\$ -	\$ -	\$ -	\$ 126,760.00
Gracewood Community Center	\$ 7,745.00	\$ -	\$ 23,936.00	\$ 24,732.00	\$ 92,703.00	\$ -	\$ 149,116.00
Henry Brigham Swim Center	\$ 45,286.00	\$ -	\$ 3,183.00	\$ 26,098.00	\$ 85,856.00	\$ -	\$ 160,423.00
Henry H. Brigham Senior Services Center	\$ -	\$ -	\$ 76,106.00	\$ 67,659.00	\$ -	\$ -	\$ 143,765.00
Information Technology	\$ 65,941.00	\$ -	\$ 5,180.00	\$ 30,841.00	\$ -	\$ -	\$ 101,962.00
Jamestown Community Center and Park	\$ 19,179.00	\$ -	\$ 68,346.00	\$ 42,191.00	\$ 49,491.00	\$ -	\$ 179,207.00
Jones Pool	\$ 1,002.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002.00
Julian Smith BBQ Pit	\$ -	\$ -	\$ 58,244.00	\$ -	\$ -	\$ -	\$ 58,244.00
Lake Olmstead Park and Casino	\$ 6,373.00	\$ -	\$ 128,751.00	\$ -	\$ -	\$ -	\$ 135,124.00
May Park - Print Shop	\$ -	\$ -	\$ 62,015.00	\$ 26,243.00	\$ -	\$ -	\$ 88,258.00
May Park Community Center	\$ 47,252.00	\$ -	\$ 27,932.00	\$ 38,023.00	\$ 96,002.00	\$ -	\$ 209,209.00
McDuffie Woods Community Center	\$ 56,767.00	\$ -	\$ 50,473.00	\$ 70,765.00	\$ 335,524.00	\$ -	\$ 513,525.00
Municipal Building	\$ 662,575.00	\$ -	\$ 162,769.00	\$ 516,209.00	\$ 1,719,356.00	\$ 521,401.00	\$ 3,582,310.00
Newman Tennis Center	\$ 12,064.00	\$ -	\$ 26,863.00	\$ 21,336.00	\$ 30,111.00	\$ -	\$ 90,374.00
Old Government House	\$ 24,953.00	\$ -	\$ 22,673.00	\$ 51,185.00	\$ 136,767.00	\$ -	\$ 235,598.00
Recreation, Parks, and Facilities Admin Offices	\$ 48,009.00	\$ -	\$ 35,759.00	\$ 51,073.00	\$ 55,999.00	\$ -	\$ 190,840.00
Recreation, Parks, and Facilities Equipment Repair	\$ 1,867.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,867.00
Recreation, Parks, and Facilities Main Shop	\$ 1,638.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,638.00
Recreation, Parks, and Facilities New Main Shop	\$ 11,359.00	\$ -	\$ -	\$ 19,707.00	\$ -	\$ -	\$ 31,066.00
Richmond Co Sheriff Training Center Bunk House (lighting cost also covers lighting upgrades in RSCO Myers, Mess Hall, and Administration Buildings)	\$ 66,049.00	\$ -	\$ -	\$ 26,243.00	\$ -	\$ -	\$ 92,292.00
Richmond Co Sheriff Training Center - Kennel	\$ -	\$ -	\$ -	\$ 25,218.00	\$ -	\$ -	\$ 25,218.00
Richmond Co Sheriff Training Center Myers Building (HVAC & Controls cost line items also covers HVAC & Controls upgrades in RSCO Mess Hall)	\$ 69,886.00	\$ -	\$ -	\$ 35,328.00	\$ 155,363.00	\$ -	\$ 190,691.00
Richmond County Municipal Solid Waste Landfill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,886.00
Richmond County Municipal Solid Waste Landfill Admin Bldg	\$ -	\$ -	\$ -	\$ 39,641.00	\$ 125,023.00	\$ -	\$ 164,664.00
Richmond County Municipal Solid Waste Landfill Scale House	\$ -	\$ -	\$ -	\$ 22,918.00	\$ 6,595.00	\$ -	\$ 29,513.00
Richmond County Sheriff's Office	\$ 159,549.00	\$ -	\$ 13,159.00	\$ -	\$ -	\$ -	\$ 171,707.00
Richmond County Sheriff's Office - South Precinct	\$ 45,843.00	\$ -	\$ 78,736.00	\$ -	\$ -	\$ -	\$ 124,579.00
Sand Hills Community Center and Park	\$ 29,531.00	\$ -	\$ 67,258.00	\$ 23,288.00	\$ 30,100.00	\$ -	\$ 150,177.00
Sign Shop AED	\$ 5,995.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,995.00
Special Ops Precinct	\$ -	\$ -	\$ 81,718.00	\$ -	\$ -	\$ -	\$ 81,718.00
Street Lighting	\$ 17,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,064.00
The Boathouse	\$ 10,698.00	\$ -	\$ -	\$ 45,084.00	\$ -	\$ -	\$ 55,782.00
Wallace Branch Library	\$ 23,665.00	\$ -	\$ 6,813.00	\$ -	\$ -	\$ -	\$ 30,278.00
Warren Road Community Center	\$ 51,313.00	\$ -	\$ 11,872.00	\$ 38,214.00	\$ 27,027.00	\$ -	\$ 128,426.00
Wellness Center - Board of Elections	\$ 25,396.00	\$ -	\$ -	\$ -	\$ 19,768.00	\$ -	\$ 45,164.00
WT Johnson Community Center	\$ 54,084.00	\$ -	\$ 99,514.00	\$ 83,340.00	\$ 220,021.00	\$ -	\$ 456,959.00
Customer Allocation							\$ 250,000.00
Trane Allocation							\$ 818,115.00
							\$ 24,778,553.00

* Initial Mobilization costs for engineering, preconstruction and other mobilization costs incurred prior to on-site installation

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Exhibit A.1, Trane Project No.: G200062
IMPACT is a trademark of Trane Inc.

Table E.1.2 – M&V Plan: Covering 75% of Total kWh

Facility	Total kWh Saved	% kWh Saved	Total kWh Savings	% of kWh Savings	Total \$ Savings	% of \$ Savings	Total Fixture Qty	Qty Fixtures /w Savings
CHARLES B WEBSTER DETENTION CENTER	236,060,2413	19.72%	1,204,563	26.21%	\$94,845.83	20.05%	4,292	4,233
AUGUSTA RICHMOND COUNTY JUDICIAL CENTER	125,871,8133	10.51%	542,135	11.80%	\$43,450.81	9.19%	4,264	4,086
MUNICIPAL BUILDING	79,195,24667	6.61%	290,182	6.31%	\$40,127.63	8.48%	2,733	2,512
AUGUSTA RICHMOND COUNTY PUBLIC LIBRARY	73,518,40256	6.14%	245,287	5.34%	\$17,496.23	3.70%	1,607	1,429
AUGUSTA COMMONS AND RIVERWALK	46,905,375	3.92%	205,964	4.48%	\$23,350.42	4.94%	510	504
DIAMOND LAKES REGIONAL PARK	44,004,85333	3.68%	165,972	3.61%	\$20,459.83	4.33%	392	323
NEWMAN TENNIS CENTER	35,635,0675	2.98%	58,069	1.26%	\$4,462.63	0.94%	106	92
RICHMOND COUNTY SHERIFF TRAINING	27,656,47125	2.31%	60,760	1.32%	\$8,735.09	1.85%	395	321
RICHMOND COUNTY SHERIFFS OFFICE	25,201,94667	2.10%	100,812	2.19%	\$11,995.94	2.54%	795	758
DIAMOND LAKES COMMUNITY CENTER	23,914,34	2.00%	85,743	1.87%	\$12,152.33	2.57%	416	371
WT JOHNSON COMMUNITY CENTER	22,420,79879	1.87%	77,239	1.68%	\$9,207.41	1.95%	195	169
AUGUSTA ANIMAL SERVICES CENTER	21,999,885	1.84%	85,755	1.87%	\$9,706.81	2.05%	475	424
MCDUFFIE WOOD COMMUNITY CENTER	21,798,36788	1.82%	70,922	1.54%	\$8,112.99	1.72%	187	147
CARRIE J MAYS FAMILY LIFE CENTER	20,159,30727	1.68%	68,775	1.50%	\$8,177.92	1.73%	182	158
MAY PARK COMMUNITY CENTER	18,616,42667	1.55%	59,779	1.30%	\$6,863.23	1.45%	168	151
BERNIE WARD COMMUNITY CENTER	17,553,05886	1.47%	55,754	1.21%	\$5,190.58	1.10%	191	157
OLD GOVERNMENT HOUSE	16,942,89333	1.42%	37,719	0.82%	\$5,123.31	1.08%	119	113
WARREN ROAD COMMUNITY CENTER	16,208,08375	1.35%	53,948	1.17%	\$4,995.66	1.06%	184	130
FRIEDMAN BRANCH LIBRARY	16,1174	1.35%	55,070	1.20%	\$7,129.15	1.51%	279	264
911 CENTER	15,254,63375	1.27%	67,042	1.46%	\$7,979.58	1.69%	231	217
SOLID WASTE AND RECYCLING FACILITY	15,200,66515	1.27%	50,796	1.11%	\$4,584.54	0.97%	225	211
RICHMOND COUNTY SHERIFFS OFFICE SOUTH PI	13,780,92542	1.15%	42,649	0.93%	\$5,657.94	1.20%	264	227
RECREATION DEPARTMENT ADMINISTRATIONS	13,569,86375	1.13%	40,539	0.88%	\$5,873.97	1.24%	286	227
EISENHOWER ATHLETIC COMPLEX AND PARK	11,932,98	1.00%	39,038	0.85%	\$3,278.12	0.69%	147	110
AUGUSTA AQUATIC CENTER	11,811,04917	0.99%	47,914	1.04%	\$4,620.66	0.98%	288	209
FIRE STATION 01	10,340,07795	0.86%	57,468	1.25%	\$6,672.94	1.41%	153	139
FIRE STATION 08	10,211,6325	0.85%	25,233	0.55%	\$2,983.94	0.63%	155	137
FIRE STATION 19	9,026,665455	0.75%	33,980	0.74%	\$3,926.38	0.83%	130	122
FIRE STATION 10	8,706,811667	0.73%	30,313	0.66%	\$3,566.56	0.75%	130	118
INFORMATION TECHNOLOGY	8,499,109167	0.71%	26,644	0.58%	\$2,943.07	0.62%	269	254
WALLACE BRANCH LIBRARY	8,304,927803	0.69%	26,722	0.58%	\$3,568.82	0.75%	121	112
FIRE STATION 07	8,234,465455	0.69%	30,893	0.67%	\$3,674.28	0.78%	127	117
FIRE STATION 12	8,043,185455	0.67%	29,785	0.65%	\$3,495.26	0.74%	117	111
BLYTHE AREA RECREATION CENTER	7,885,326667	0.66%	30,483	0.66%	\$3,619.31	0.77%	150	85
BOARD OF ELECTIONS	7,474,1975	0.62%	22,345	0.49%	\$2,925.76	0.62%	119	95
FIRE STATION 05	7,357,493333	0.61%	24,606	0.54%	\$2,876.55	0.61%	73	68
AUGUSTA FIRE DEPARTMENT TRAINING DIVISION	7,329,436759	0.61%	25,556	0.56%	\$4,227.20	0.89%	159	126
FIRE STATION 04	7,298,965	0.61%	24,106	0.52%	\$3,263.06	0.69%	93	84
FIRE STATION 06	7,289,985455	0.61%	29,581	0.64%	\$3,540.63	0.75%	102	92
STREET LIGHTING BUILDING	7,041,275455	0.59%	27,152	0.59%	\$3,310.57	0.70%	76	64
SAND HILLS COMMUNITY CENTER AND PARK	6,960,555	0.58%	24,496	0.53%	\$3,022.82	0.64%	155	119
FIRE STATION 15	6,806,185	0.57%	14,273	0.31%	\$1,768.67	0.37%	135	116
DIAMOND LAKES BRANCH LIBRARY	6,662,704167	0.56%	23,054	0.50%	\$3,329.93	0.70%	206	186
THE BOATHOUSE	5,844,18	0.49%	20,738	0.45%	\$4,933.62	1.04%	109	102
JAMESTOWN COMMUNITY CENTER AND PARK	5,653,182727	0.47%	16,080	0.35%	\$1,535.35	0.32%	101	78
HENRY H BRIGHAM PARK	5,565,96	0.46%	20,905	0.45%	\$2,618.76	0.55%	122	81
FIRE STATION 18	5,537,408788	0.46%	21,681	0.47%	\$3,017.78	0.64%	85	73
DIAMOND LAKES TENNIS CENTER	5,498,8	0.46%	20,815	0.45%	\$2,570.89	0.54%	38	27
HENRY H BRIGHAM SENIOR SERVICES CENTER	4,739,94	0.40%	16,459	0.36%	\$1,657.11	0.35%	111	92
APPLEBY BRANCH LIBRARY	4,721,816667	0.39%	13,265	0.29%	\$1,520.05	0.32%	112	98
FIRE STATION 16	4,308,987576	0.36%	14,211	0.31%	\$1,713.11	0.36%	54	47
CENTRAL SERVICES WAREHOUSE	4,277,21	0.36%	10,903	0.24%	\$1,371.01	0.29%	69	47
EASTVIEW COMMUNITY CENTER AND PARK	3,668,638182	0.31%	14,155	0.31%	\$1,663.65	0.35%	83	44
FIRE STATION 14	3,636,628182	0.30%	15,250	0.33%	\$1,907.82	0.40%	39	35
CENTRAL SERVICES OFFICE BUILDING	3,576,8	0.30%	15,470	0.34%	\$1,592.91	0.34%	30	24
FIRE STATION 11	3,384,492311	0.28%	12,750	0.28%	\$1,608.89	0.34%	50	44
DOUGHTY PARK	3,325,06	0.28%	11,986	0.26%	\$1,967.62	0.42%	71	49
FIRE STATION 17	3,070,48375	0.26%	10,423	0.23%	\$1,473.91	0.31%	49	44
GRACEWOOD COMMUNITY CENTER	2,953,972727	0.25%	11,215	0.24%	\$1,782.67	0.38%	69	30
FLEMING TENNIS CENTER	2,463,84	0.21%	7,282	0.16%	\$728.77	0.15%	107	44
LAKE OLMSSTEAD PARK AND CASINO	2,124,91	0.18%	4,584	0.10%	\$532.42	0.11%	114	32
FIRE STATION 09	2,070,10625	0.17%	6,208	0.14%	\$856.11	0.18%	64	52
FIRE STATION 13	2,022,08	0.17%	5,694	0.12%	\$712.57	0.15%	32	27
SIGN SHOP AED	1,980,94	0.17%	5,352	0.12%	\$687.95	0.15%	27	21
JONES POOL	1,192,9625	0.10%	623	0.01%	\$134.71	0.03%	24	24
HICKMAN PARK	0,809,16125	0.07%	422	0.01%	\$63.82	0.01%	15	12
DIAMOND LAKES COMMUNITY CENTER	0,108	0.01%	56	0.00%	\$7.94	0.00%	4	4
HICKMAN PARK	0,0032	0.00%	5	0.00%	\$1.69	0.00%	5	1
(blank)	0	0.00%	0	0.00%	\$0.00	0.00%	0	0
RICHMOND COUNTY CORRECTIONAL INSTITUTION	0	0.00%	0	0.00%	\$0.00	0.00%	949	0
AUGUSTA STREET LIGHTING	0	0.00%	0	0.00%	\$0.00	0.00%	1	0
HENRY H BRIGHAM COMMUNITY CENTER	0	0.00%	0	0.00%	\$0.00	0.00%	205	0
FLEMING ATHLETIC OFFICE	0	0.00%	0	0.00%	\$0.00	0.00%	46	0
OFFICE OF THE PUBLIC DEFENDER	0	0.00%	0	0.00%	\$0.00	0.00%	2	0
AUGUSTA SOCCER PARK	0	0.00%	0	0.00%	\$0.00	0.00%	59	0
AUGUSTA REGIONAL AIRPORT	0	0.00%	0	0.00%	\$0.00	0.00%	2,405	0
DYESS PARK	0	0.00%	0	0.00%	\$0.00	0.00%	98	0
AUGUSTA MUNICIPAL GOLF COURSE	0	0.00%	0	0.00%	\$0.00	0.00%	233	0
SUE REYNOLDS PARK	0	0.00%	0	0.00%	\$0.00	0.00%	86	0
Grand Total	1197	100.00%	4,595,650	100.00%	\$472,956	100.00%	27,069	20,820



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 001		8/17/2022	BPI Credit	Tel: Fax:	
Category	Reason	Reference	COR Number	PCCO Number	Sent For Approval
Change Order	Customer Agent Request	NV5 Comment Log	COR 002		
Notes	Task Name Revenue Code				
RFI #103 of NV% Comment Log requests to delete BPI FIM from the project scope					
Summary:					
Requested Days: Not Finalized		Approved Days: Not Finalized		Proposed 218,976	Applied 218,976
Itemized Details:					
General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Applied
001 - ARC Judicial (IMod, no odor) Trane	N/A	N/A	Budget	74,561	74,561
002 - Municipal (IMod, no odor) Trane	N/A	N/A	Budget	20,322	20,322
003 - Webster Detention Center (IMod, with Odor control) Trane	N/A	N/A	Budget	74,801	74,801
004 - Margin 22.51%	N/A	N/A	Budget	49,291	49,291

Banik, Michal

From: Shabo, Dan
Sent: Tuesday, August 16, 2022 4:58 PM
To: Ruth Gay; Banik, Michal; Brown, Thomas
Cc: Selman, Scott; Ron Lampkin; Maria Rivera-Rivera; Natascha Dailey
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth: I spoke with Michal this afternoon, and it appears that the correct deduct pricing for (elimination of) the bipolar ionization measure should be:

\$74,561.40 – ARC Judicial (iMod, no odor)
 \$20,322.11- Municipal (iMod, no odor)
 N/A ARC corrections institute – not in scope
\$74,801 – Webster Detention Center (iMod, with Odor control)
 \$169,684.51

Plus applicable overhead and profit \$ at 22.51% margin. Based on my math, the deduct amount should be calculated as follows:

$\$169,684.51 / (1 - 0.2251) = \$218,976.01$

Michal will provide the “official” deduct change order documentation. Thanks, Dan.

P.S. – Per your recommendation, I also spoke with Michal about the Street Lighting Building lighting retrofit ECM deduct as proposed (\$17,960). As you know, this value is taken directly from the contract exhibit A1, the Schedule of Values. Michal confirmed that each schedule of value contains Trane overhead and profit (margin). You raised a question about the Initial Payment component of the schedule of values. Michal and I discussed, and it is “fair” to treat the Initial Payment funds as monies to cover the cost of the Trane IGA, Trane and subcontractor engineering, subcontractor engineering, development, and auditing costs that have already been incurred (treated as fixed costs). Therefore, the appropriate value to apply to a scope and pricing deduct that applies to an entire ECM in a given building is the Schedule of Value taken from this table. As a side note, I think you would find the Street Lighting Building so called lighting related component of the Mobilization line item to be very small. Nevertheless, Michal and I believe the ECM variable cost component for each building to be properly represented by this schedule of values. Call me if you would like to further discuss. Thanks.

Dan J. Shabo, PE, CEM, LEED-AP
 Project Developer
 Trane, Inc. Georgia-Alabama
 Atlanta / Birmingham
 770-241-6838 cellular
 dan.shabo@trane.com

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 11:50 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Shabo, Dan <Dan.Shabo@trane.com>
Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Yes, I gave Dan a call to ask him how the table adds up to the \$168k value.
Please confer and let me know once Trane has a response to the questions.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NV5**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Banik, Michal <Michal.Banik@trane.com>

Sent: Tuesday, August 16, 2022 11:45 AM

To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Shabo, Dan <Dan.Shabo@trane.com>

Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth,

Since I was not in the front end of the BPI data collection nor I was privy the conversation between Dan and you, I would have to defer this request to Dan.

Dan, I would appreciate if you can share your feedback with us.

Thank you,

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>

Sent: Tuesday, August 16, 2022 10:32 AM

To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>

Cc: Selman, Scott <SSelman@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Michal,

1) Please provide the full quote from the subcontractor to substantiate the NBPI deduct. The attached email is only an excerpt. Dan indicated he would be able to provide this.

2) The table in the forwarded email from Dan shows how the quote builds up and this does not match the value of \$168,000

\$74,561.40 – ARC Judicial (iMod, no odor)

\$20,322.11- Municipal (iMod, no odor)

N/A ARC corrections institute – not in scope

\$74,801 – Webster Detention Center (iMod, with Odor control)

\$169,684.51

3) These price values appear to be turnkey to Trane; please include all overhead and profit and any other fees associated with this ECM in the deduct in your final change order documentation and change order value.

Ruth Gay

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NVS**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Ruth Gay

Sent: Tuesday, August 16, 2022 11:07 AM

To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Thank you for the additional backup, I will review.

Ruth

From: Banik, Michal <Michal.Banik@trane.com>

Sent: Tuesday, August 16, 2022 10:59 AM

To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth, please see attached. You are correct, the credit adds up to \$168,668; I have taken Dan's number without checking it.

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE

TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 9:17 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Correction: provide the pricing buildup, not pricing building. My apologies.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Ruth Gay
Sent: Tuesday, August 16, 2022 10:16 AM
To: Banik, Michal <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Sorry I meant I had no questions on those items.

I do have questions on the Needlepoint Bipolar Ionization. The number you provided was an estimate. Please provide a firm number on the NBPI credit and provide the pricing building and any supporting documentation you have for that number, including a scope of work being removed including the number and size of units being specified in scope and anything else that might substantiate the number you've provided. The only supporting documentation you have provided so far is an email estimate.

Thank you

Ruth Gay

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – [Energy Efficiency Services](#) | **NV5**
Phoenix, NY | C: 860.480.9918

[Electronic Communications Disclaimer](#)

From: Ruth Gay
Sent: Tuesday, August 16, 2022 10:00 AM
To: 'Banik, Michal' <Michal.Banik@trane.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Thanks for the clarification, I have no further questions.

Ruth

From: Banik, Michal <Michal.Banik@trane.com>
Sent: Tuesday, August 16, 2022 9:59 AM
To: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Selman, Scott <SSelman@trane.com>
Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

The Summary Sheet as included below is a standard Prolog Printout used nationwide. The log tracks \$\$ changes from PCO to COR; since not all PCO will transfer to COR (disapproved) and not all PCO will be processed in the chronological order, the PCO and COR numbers differ. It is also not an "internal thing" because that is how we track and communicate the project financial changes with the Customer.

Michal Banik
Sr. Project Manager Comprehensive Solutions
Southeast Region – North America
Cell: 205.718.3560
michal.banik@trane.com



TRANE
TECHNOLOGIES

From: Ruth Gay <Ruth.Gay@nv5.com>
Sent: Tuesday, August 16, 2022 8:35 AM

To: Brown, Thomas <ThomasG.Brown@trane.com>; Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Tommy/Michal,

Thank you so much for the clarification. That's what I wanted to confirm on #1.

As for #2, the numbering in the table is very confusing, I'm not sure why there are two conflicting numbers for each line item in columns 1 and 7, column 1 doesn't have a clear heading and maybe column 7 could list them as COR 001, COR 002 etc. But that's an internal thing on your part so do what you will with that.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Brown, Thomas <ThomasG.Brown@trane.com>

Sent: Tuesday, August 16, 2022 9:29 AM

To: Ruth Gay <Ruth.Gay@nv5.com>; Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ruth,

To answer question 1), we only believe that this will affect the Landfill sites. For some reason, they are on an "Industrial" rate structure which is not eligible for commercial rebates. Georgia Power caught the earlier mistake as they were reviewing the applications we submitted in 2020/2021.

Thank you,

Tommy

From: Ruth Gay <Ruth.Gay@nv5.com>

Sent: Monday, August 15, 2022 5:10 PM

To: Banik, Michal <Michal.Banik@trane.com>; Ron Lampkin <RLampkin@augustaga.gov>

Cc: Brown, Thomas <ThomasG.Brown@trane.com>; Selman, Scott <SSelman@trane.com>

Subject: RE: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Alert: This is an external email.

Michal,

1. Is the ineligibility for the utility rebates expected to only impact this particular site location (landfill), or do you anticipate this to be an issue in multiple other locations as well?
2. the numbering on the attachments does not match the numbering on the table.

Ruth

Ruth P. Gay, PE, CEM, DOE/FEMP PF | Project Manager – Energy Efficiency Services | NV5
Phoenix, NY | C: 860.480.9918

Electronic Communications Disclaimer

From: Banik, Michal <Michal.Banik@trane.com>

Sent: Tuesday, August 9, 2022 5:59 PM

To: Ron Lampkin <RLampkin@augustaga.gov>

Cc: Ruth Gay <Ruth.Gay@nv5.com>; Brown, Thomas <ThomasG.Brown@trane.com>; Selman, Scott <SSelman@trane.com>

Subject: ARC PACT - COR 002 Street Lighting Building Credit.pdf, COR 004 Landfill Utility Rebate Adjustment.pdf, COR 003 BPI Credit.pdf

Ron,

Please find the attached CORs for your review and signature. Once fully executed please return to me.

ARC PACT CUSTOMER						
Number	Description	Risk	Status	Responsible	Subk	COR No
	ARC Contingency					
001	NV5 Notice of Potential Change Order		In Progress	ARC		001
002	BPI Credit		Approved	ARC	ECM Holding	003
003	Webster CT Sweeping Package Add		Awaiting Price	ARC	BAC	
004	Street Lighting Building Credit		Approved	ARC	Envocore	002
005	Carrie J. Mays Gymnasium		In Progress	ARC	ISM	
006	Utility Rebates Adjustment		Approved	ARC		004
Project Totals:				ARC		

Please feel free to contact me with any questions or comment.

Michal Banik

Sr. Project Manager Comprehensive Solutions

Southeast Region – North America

Cell: 205.718.3560

michal.banik@trane.com



TRANE

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Your message is ready to be sent with the following file or link attachments:

COR 002 - Street Lighting Building Credit.pdf

COR 004 - Landfill Utility Rebate Adjustment.pdf

COR 003 - BPI Credit.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



Wednesday, March 8, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-010
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace 36EA existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$26,404	Envocore
002	Margin 22.51%	\$7,670	Trane

Total Amount \$34,074

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 3/8/2023

Signature *MB*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 3/28/23

Signature *R. Lampkin*



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT
535 Teffair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Trane

PCO #: 026

3/8/2023

Charles B Webster Detention Center Replace 36EA Existing Fixtures

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Customer Request		NA	

Notes	Task Name	Revenue Code
Replace 36 existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.		

Summary:

Requested Days:
5

Approved Days:
Not Finalized

Budget:
34,074

Proposed
34,074

Approved
0

Applied
34,074

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Install Fixtures Envocore	2/6/23	2/17/23	Budget	Apprx Rev	24,404	0
002 - Margin 22.51% Trane	N/A	N/A	Budget	Apprx Rev	7,670	0

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
February 17, 2023

Installation Charges

Total Project Charge:	\$	26,404.25
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	26,404.25

Total Installation Charge:	\$	26,404.25
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	26,404.25

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#7: CHARLES B WEBSTER DETENTION CENTER - Replace 36 existing surface-mount fixtures in the A/B/C pod showers with new LED correctional grade fixtures.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.
This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:
5/18/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

- (i) substitute different materials of equal or better quality at no additional cost to Customer; or
- (ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.
Federal, state and/or local taxes are applicable to the project.
In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.
 6. Payment Terms.
In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent for the greatest amount allowed by state law shall be payable on all delinquent invoices. Customer payments will be credited first to late payment charges and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.
 7. Retainage.
In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.
If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.
Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).
Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.
 8. Permits and Fees.
Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.
 9. Workmanship Warranty.
Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.
 10. Material Warranties.
The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.
For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.
 11. Savings Calculations.
Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.
 12. Access.
The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.
 13. Intellectual Property Ownership.
Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.
- Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure the benefit of Retro-Tech Systems.
14. Confidentiality of Proposal.
The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.
 15. Modifications to Proposal.
In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.
 16. Areas Containing Hazardous Materials.
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.
 17. Areas Not Included.
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.
 18. Shop or CAD Drawings.

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.
The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- Excluded Providing spare lamps, ballast, new LED fixtures or drivers;
- Excluded Providing or installing occupancy sensors with an auxiliary relay for HVAC control;
- Excluded Providing or installing battery backups, in addition to any specifically identified in the line by line;
- Excluded Grounding existing luminaries which are not grounded and being retrofit;
- Excluded Retrofitting or replacing task, furniture, decorative or stage light fixtures; and
- Excluded Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Wednesday, March 8, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-011
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace 45EA existing LED fixtures to new LED high bays to match other new fixtures throughout the facility.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$34,637	Envocore
002	Margin 22.51%	\$10,062	Trane

**Total Amount \$44,699
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 3/8/2024
Signature

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 3/28/22
Signature



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane			
PCO #: 027		3/8/2023		Charles B Webster Detention Center Replace 45EA High Bays Lighting Fixtures		Sent For Approval	
Category	Reason	Reference	COR Number	PCCO Number			
Change Order	Customer Request		NA				
Notes	Task Name						Revenue Code
Replace 45 existing LED fixtures to new LED high bays we are installing elsewhere in the facility.							
Summary:							
Requested Days: 10		Approved Days: Not Finalized		Proposed 44,699		Applied 44,699	
Budget: 0							
Itemized Details:							
General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied	
001 - Install Fixtures Retrofit Envocore	2/6/23	2/17/23	Budget	34,637	0	34,637	
002 - Margin 22.51% Trane	N/A	N/A	Budget	10,062	0	10,062	

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
February 14, 2023

Installation Charges

Total Project Charge:	\$	34,637.01
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	34,637.01

Total Installation Charge:	\$	34,637.01
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	34,637.01

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#6: CHARLES B WEBSTER DETENTION CENTER - Replace 45 existing LED fixtures to new LED high bays we are installing elsewhere in the facility.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

5/15/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

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- (ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.

Federal, state and/or local taxes are applicable to the project.

In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.

6. Payment Terms.

In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment changes and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.

7. Retainage.

In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.

If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.

Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).

Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.

8. Permits and Fees.

Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.

9. Workmanship Warranty.

Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.

10. Material Warranties.

The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

11. Savings Calculations.

Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.

12. Access.

The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.

13. Intellectual Property Ownership.

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Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure the benefit of Retro-Tech Systems.

14. Confidentiality of Proposal.

The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.

15. Modifications to Proposal.

In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.

16. Areas Containing Hazardous Materials.
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist, or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.

17. Areas Not Included.
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.

18. Shop or CAD Drawings.
Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.
The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- | | |
|-----------------|---|
| Excluded | Providing spare lamps, ballast, new LED fixtures or drivers; |
| Excluded | Providing or installing occupancy sensors with an auxiliary relay for HVAC control; |
| Excluded | Providing or installing battery backups, in addition to any specifically identified in the line by line; |
| Excluded | Grounding existing luminaries which are not grounded and being retrofit; |
| Excluded | Retrofitting or replacing task, furniture, decorative or stage light fixtures; and |
| Excluded | Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines. |



Wednesday, March 22, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-012
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace 3EA, at Warren Road Community Center, and 7EA, at McDuffie Wood Community Center, LED high bay existing lighting fixtures to be replaced for consistent aesthetics in the Gymnasiums.** We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Replace Fixtures	\$5,958	Envocore
002	Margin 22.51%	\$1,731	Trane

Total Amount \$7,689

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 3/22/2023
Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 3/28/23
Signature *Ron Lampkin*



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Trane

PCO #: 030

3/22/2023

Warren Road and McDuffie Wood Community Centers Replace High Bays Lighting Fixtures

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Customer Request		NA	

Notes	Task Name	Revenue Code
Include 3EA (Warren Road Community Center) and 7EA (McDuffie Wood Community Center) existing LED high bays to be replaced for consistent aesthetics in the Gymnasiums.		

Summary:

Requested Days:
3

Approved Days:
Not Finalized

Budget:

Proposed
7,689

Approved
0

Applied
7,689

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Install Fixtures Retrofit Envocore	3/14/23	3/14/23	Budget	Apprx Rev	5,958	0
002 - Margin 22.51% Trane	N/A	N/A	Budget	Apprx Rev	1,731	0
						1,731

Quotation

Augusta - Richmond County

Project Name :
Contact Person :
Prepared by :
Date :

Augusta - Richmond County
Alvaro Hernandez
Josh Williams
March 14, 2023

Installation Charges

Total Project Charge:	\$	5,957.91
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	5,957.91

Total Installation Charge:	\$	5,957.91
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	5,957.91

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

PCO#10: Include 3 (Warren Road Community Center) and 7 (McDuffie Wood Community Center) existing LED high bays to be replaced for consistent aesthetics in the Gymnasiums.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

I. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

6/12/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

(i) substitute different materials of equal or better quality at no additional cost to Customer; or

(ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.

Federal, state and/or local taxes are applicable to the project.

In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.

6. Payment Terms.

In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment charges and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.

7. Retainage.

In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.

If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.

Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).

Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.

8. Permits and Fees.

Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.

9. Workmanship Warranty.

Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.

10. Material Warranties.

The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

11. Savings Calculations.

Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.

12. Access.

The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.

13. Intellectual Property Ownership.

Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.

Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure the benefit of Retro-Tech Systems.

14. Confidentiality of Proposal.

The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.

15. Modifications to Proposal.

In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.

16. Areas Containing Hazardous Materials.

Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.

17. Areas Not Included.

Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.

18. Shop or CAD Drawings.

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.

The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

1. Deficiencies.

Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.

2. Recycling/Disposal.

Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.

3. Installation.

Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.

4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

Excluded

Providing spare lamps, ballast, new LED fixtures or drivers;

Excluded

Providing or installing occupancy sensors with an auxiliary relay for HVAC control;

Excluded

Providing or installing battery backups, in addition to any specifically identified in the line by line;

Excluded

Grounding existing luminaries which are not grounded and being retrofit;

Excluded

Retrofitting or replacing task, furniture, decorative or stage light fixtures; and

Excluded

Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Friday, May 5, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-013
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 5EA New Fixtures at Recreation, Parks, and Facilities**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 5EA Fixtures	\$839	Envocore
002	Margin 22.51%	\$244	Trane

Total Amount \$1,083

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 05/05/23

Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature *Ron Lampkin*



Friday, May 5, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-013
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 5EA New Fixtures at Recreation, Parks, and Facilities**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 5EA Fixtures	\$839	Envocore
002	Margin 22.51%	\$244	Trane

Total Amount \$1,083

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 05/05/23

Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature *Ron Lampkin*



Friday, May 5, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-015 OP2
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Solar Lighting at Diamond Lake Track**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

OPTION 1: 153 New 15' Poles with direct burial foundation and 2,500 Lumen Solar LED Area light. Light dims with no occupancy.

Item Number	Description	Proposed Amount	Company
001	Install Option 2 Lighting	\$335,199	Envocore
002	Margin 22.51%	\$97,372	Trane

**Total Amount \$432,571
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 5/5/23
Signature *M. Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services
Date 5/10/23
Signature *R. Lampkin*



Friday, May 5, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-014
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 3EA New Recessed Fixtures at Judicial Center Solicitor General Corridor**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install 3EA Fixtures	\$608	Envocore
002	Margin 22.51%	\$177	Trane

Total Amount \$785

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 5/5/2023

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature *Ron Lampkin*



Friday, May 5, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-015 OP2
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Solar Lighting at Diamond Lake Track**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

OPTION 1: 153 New 15' Poles with direct burial foundation and 2,500 Lumen Solar LED Area light. Light dims with no occupancy.

Item Number	Description	Proposed Amount	Company
001	Install Option 2 Lighting	\$335,199	Envocore
002	Margin 22.51%	\$97,372	Trane

Total Amount \$432,571

Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 5/5/23

Signature Mr. Banik

OWNER:

Name/Title Ron Lampkin, Director Central Services

Date 5/10/23

Signature R. Lampkin

Wednesday, August 17, 2022

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-003 REV
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for **PCO Number 002**, for the following work: **Bipolar Ionization Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Bipolar Ionization	-\$168,685	Trane
002	Margin (22.51%)	-\$49,291	Trane

Total Credit \$218,976

Total Savings Adjustment \$0

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

The Customer acknowledges that Trane Inc. is NOT responsible for removal of this Scope of Work, and that Trane has specifically recommended to maintain Bipolar Ionization measures citing system benefits. Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from avoidance of possible claims arising from or connection with this scope deletion, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 8/17/22

Signature [Signature]



Friday, May 22, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-016
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Webster Detention Center Lighting Security Screws Installation**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Install Screws and Cage Nuts	\$7,324	Envocore
002	Margin 22.51%	\$2,128	Trane

**Total Amount \$9,452
Total Savings Adjustment \$0**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 5/22/23

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 018		5/5222023		Webster Detention Center Security Screws	
Category		Reason		Reference	
Change Order		Customer Request		016	
Notes		Task Name		Revenue Code	
The Customer requested to install security screws at Webster Detention Center					
Summary:		Approved Days:		Proposed	
Requested Days:		Not Finalized		9,452	
5		Budget:		0	
Itemized Details:		Approved		Applied	
General Description		Quote Due		Quote Rec'd	
Allocation		Budget		Proposed	
Applied		Approved		Applied	
001 - Install Screws and Cage Nuts		5/16/23		5/16/23	
Envelope		Budget		7,324	
002 - Margin 22.51%		N/A		0	
Trane		Budget		2,128	
		Apprx Rev		2,128	

ENVOCORE Lighting Solutions **Quotation**

Augusta - Richmond County

Project Name :
 Contact Person :
 Prepared by :
 Date :

Augusta - Richmond County
 Alvaro Hernandez
 Josh Williams
 May 5, 2023

Installation Charges

Total Project Charge:	\$	7,323.64
Hazardous Disposal:	\$	-
Misc Material:	\$	-
Warranty Stock:	\$	-
Total Installation Charge:	\$	7,323.64

Fixed Charges

Battery Backup:	\$	-
Lifts and Other Rentals:	\$	-
Storage/Dumpsters:	\$	-
Measurement and Verification:	\$	-
Permits and Fees:	\$	-
Development/Operations Support:	\$	-
Mobilization:	\$	-
Construction Grade Audit:	\$	-
Additional Charges:	\$	-
Total Fixed Charge:	\$	-

Total Installation Charge:	\$	7,323.64
Total Fixed Charge:	\$	-
Payment and Performance Bond:	\$	-
Sales Tax:	\$	-
Turnkey Price:	\$	7,323.64

PCOWS - Cost to replace 1 security screw and 1 cage nut.

Proposal Terms and Conditions:

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting Retro-Tech Systems to commence work on the project.

1. General Terms and Conditions

1. Proposal Expiration.

This Proposal will expire if not accepted in writing and received by Retro-Tech Systems on or before:

8/3/2023

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Retro-Tech Systems in its sole and absolute discretion.

2. Material.

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Retro-Tech Systems's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Retro-Tech Systems may either:

(i) substitute different materials of equal or better quality at no additional cost to Customer; or

(ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

3. Wage Rates.

Prevailing or Davis Bacon wages are not included in the Pricing. In the event that prevailing or Davis Bacon wages are applicable such rates were established on:

12/15/2022

Any subsequent changes to prevailing or Davis Bacon wages may result in changes to the Pricing. Any changes to prevailing or Davis Bacon wages because of holidays and/or installation times may result in changes to the Pricing.

4. Bonding.

Costs for payment and performance bonds are included in the Pricing. If bond costs are not included in the Pricing and subsequently determined to be required, such costs shall be added to the Pricing.

5. Taxes.
Federal, state and/or local taxes are applicable to the project.
In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing.
6. Payment Terms.
In the event the work is completed within thirty (30) days, Customer will be invoiced upon completion. In the event that the work takes longer than thirty (30) days to complete, the Customer will be invoiced on a monthly basis based upon the amount of the work completed and materials furnished. Payment of all invoices shall be due within 30 days. A monthly service charge of 1 ½ percent (or the greatest amount allowed by state law) shall be payable on all delinquent invoices. Customer payments will be credited first to late payment changes and next to the unpaid balance. Customer shall be responsible for all collection (including reasonable attorney's fees, court costs, etc.) fees necessitated by delinquency or default in payment.
7. Retainage.
In the event that retainage is to be withheld, Customer will withhold an aggregate amount of ten percent (10%) of the amount of the Proposal to secure Retro-Tech Systems's performance of its obligations pursuant to the Proposal.
If applicable, Customer will withhold retainage from each invoice (excluding the final invoice) received from Retro-Tech Systems. If applicable, each invoice submitted by Retro-Tech Systems will specify the amount of the retainage attributable to, and to be withheld from, amounts due under each invoice.
Notwithstanding the foregoing, in the event retainage is applicable, at such time as the Retro-Tech Systems has substantially completed the work, Customer shall pay Retro-Tech Systems an amount equal to fifty percent (50%) of the full amount of retainage withheld by Customer to date, and thereafter the amount to be withheld from each payment (other than the final payment) shall be five percent (5%) rather than ten percent (10%).
Customer shall pay the remaining retainage to Retro-Tech Systems upon receipt of the invoice for final payment.
8. Permits and Fees.
Permits and fees are included in the Pricing. In the event that permit fees are not included in the Pricing and subsequently required, such costs shall be added to the Pricing.
9. Workmanship Warranty.
Retro-Tech Systems warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Retro-Tech Systems will provide Customer with a certificate documenting the date of substantial completion.
10. Material Warranties.
The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material. Retro-Tech Systems will furnish to Customer, upon completion of the work, contact information for manufacturers.
For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.
11. Savings Calculations.
Any and all savings calculations (i.e. energy, water, meters per revenue recoup, etc.) set forth in the Proposal are only estimates and based on manufacturer's data and the assumptions set forth in the proposal.
12. Access.
The Pricing is based upon the assumption that Retro-Tech Systems will be provided reasonable access to the work areas by Customer. In the event that reasonable access is not provided by Customer for any reason, Pricing is subject to change.
13. Intellectual Property Ownership.
Retro-Tech Systems retains all rights in its trademarks, trade dress, copyrights, patents, trade secrets, ideas, proprietary information, images and other intellectual property rights ("Retro-Tech Systems IP"). Retro-Tech Systems owns all right, title and interest in and to Retro-Tech Systems IP.

Nothing herein shall be construed as a grant, conveyance, license, sale or transfer to Customer of any of the Retro-Tech Systems IP. Customer shall not use, publish, display, disseminate or copy the Retro-Tech Systems IP. Customer acknowledges and agrees that all goodwill associated with or arising out of the Retro-Tech Systems IP shall exclusively inure to the benefit of Retro-Tech Systems.
14. Confidentiality of Proposal.
The Proposal is confidential and contains proprietary information and Retro-Tech Systems IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Retro-Tech Systems. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.
15. Modifications to Proposal.
In the event that the Proposal is modified, the Customer may be subject to additional costs. In addition, Retro-Tech Systems will be entitled to an extension of time to perform any work that is modified. The length of the extension of time will be determined at the time of modification.
16. Areas Containing Hazardous Materials.
Retro-Tech Systems shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist, or discovered to exist, by Retro-Tech Systems during the performance of the work, Retro-Tech Systems shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.
17. Areas Not Included.
Retro-Tech Systems shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do" or any other similar verbiage.
18. Shop or CAD Drawings.

Retro-Tech Systems shall not be responsible for providing shop or CAD drawings to Customer. As-Built documentation will be provided as an Excel room-by-room file showing the equipment installed at each location.

19. Working Hours.

The Pricing is based upon the assumption that all work can be performed during normal working hours including evening shift from 3 p.m. (local time) to 12:00 a.m. (local time). In the event that all work cannot be performed during normal working hours for any reason whatsoever, Customer will be responsible for all additional costs associated with 3rd shift, premium time (weekends, or holidays), or overtime labor.

II. Lighting Specific Terms and Conditions

- 1. Deficiencies.
Any conditions not meeting applicable codes or existing deficiencies in the Customer's electrical system will be brought to the Customer's attention. Any work required to upgrade code violations or electrical system deficiencies will be at an additional cost to the Customer.
- 2. Recycling/Disposal.
Recycling of lamps will be in compliance with all applicable local, state and federal regulations. Disposal of PCB laden ballasts will be in compliance with all applicable local, state and federal regulations.
- 3. Installation.
Lighting installation will be performed in accordance with good electrical and safety practices and with the care, skill and diligence normally provided by a contractor skilled in the performance of lighting retrofit services. Prismatic lenses will be wiped down with dry cloths as part of installation. All new luminaries will be grounded.
- 4. Inclusions/Exclusions.

Customer acknowledges the following as part of the performance of the work pursuant to the Proposal.

- Excluded Providing spare lamps, ballast, new LED fixtures or drivers;
- Excluded Providing or installing occupancy sensors with an auxiliary relay for HVAC control;
- Excluded Providing or installing battery backups, in addition to any specifically identified in the line by line;
- Excluded Grounding existing luminaries which are not grounded and being retrofit;
- Excluded Retrofitting or replacing task, furniture, decorative or stage light fixtures; and
- Excluded Performing any work on exterior light fixtures located on the same pole or within ten (10) feet of utility lines.



Friday, June 2, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-018
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install Chillers 1 and 2 Alternate Electrical Service Separation** accordingly with the Sheet 3/E1.2 Chiller 1 and 2 Connection Diagram of Augusta Municipal Building Renovation design by PFA Engineering, Inc dated 01/20/23. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Supply 2EA reconditioned Circuit Breakers DS-416	\$41,906	Eaton Corporation
003	Alternate Installation	\$16,400	SES
002	Margin 22.51%	\$16,937	Trane

Total Amount \$75,243

Total Savings Adjustment No

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik PM

Date 06/02/23

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin / Director Central Services

Date 8/15/23

Signature *[Signature]*



Wednesday, September 20, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-020
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Emergency Replacement of Existing 5T HP**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$7,980	ISM
002	Equipment	\$8,380	Trane
003	Margin 22.51%	\$4,752	Trane

Total Amount \$21,112
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM

Date 9/20/2023

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin Director Central Services

Date 9/28/23

Signature *[Signature]*



Wednesday, September 20, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-021
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Webster Detention and Municipal Center Baseline Commissioning Existing Issues**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Adress Existing Issues	\$7,325	ISM
002	Margin 22.51%	\$2,128	Trane

Total Amount \$9,453
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik

Date 09/20/23

Signature *Mr. Banik*

OWNER:

Name/Title Ron Lampkin Director Central Services

Date 9/28/23

Signature *Ron Lampkin*



Wednesday, April 1, 2023

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-026
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Provide Alternate Parking Transportation at Municipal Building to allow for installation of Photo Voltic Panels.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Transportation	\$84,500	Horizon Motor Coach
002	Margin 0%	\$0	Trane

**Total Amount \$84,500
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

Augusta-Richmond County acknowledges that Trane Inc. is NOT responsible for the transportation management, and that Trane specifically **DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility for any and all liability from property damage, personal injuries, or other claims arising from or connection with this activity including any warranties, claims that are known and unknown, foreseen and unforeseen, future or contingent.

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 4/1/23

Signature [Signature]

Document	Account ID	Sign Off	Date Posted	Date Purchased	Primary Accountholder	Purchase Amount	Vendor	Comp/Vol/Auth	Allocation	Amount Allocated	Uploaded Receipt	Exp Category Name	Exp Category Note
<input type="checkbox"/> TXN04784626	Z13Z	AM APR ACT	12/13/2023	12/12/2023	Bank, Michael K.	8,400.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	8,400.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04790862	Z13Z	AM APR ACT	12/20/2023	12/19/2023	Bank, Michael K.	7,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04800200	Z13Z	AM APR ACT	01/03/2024	01/02/2024	Bank, Michael K.	7,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04803630	Z13Z	AM APR ACT	01/08/2024	01/05/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04805205	Z13Z	AM APR ACT	01/09/2024	01/08/2024	Bank, Michael K.	2,700.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	2,700.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04807939	Z13Z	AM APR ACT	01/11/2024	01/10/2024	Bank, Michael K.	7,200.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,200.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04817311	Z13Z	AM APR ACT	01/22/2024	01/19/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04819552	Z13Z	AM APR ACT	01/23/2024	01/22/2024	Bank, Michael K.	7,200.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	7,200.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04825608	Z13Z	AM APR ACT	01/29/2024	01/26/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04833563	Z13Z	AM APR ACT	02/05/2024	02/02/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190
<input type="checkbox"/> TXN04840472	Z13Z	AM APR ACT	02/12/2024	02/09/2024	Bank, Michael K.	9,000.00	HORIZON MOTOR COACH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GS106-097000-99151-902120-00-00-0000-00000-00-00	9,000.00	<input checked="" type="checkbox"/>	Project ID	PID00081190

Show 25 per page

Page 1 of 1



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26311

Date Printed: Monday, December 18, 2023

PO #: Q27137

Phone: 706-821-1629 Fax:

Salesperson: April Kantor

Salesperson Email: april@horizonmotorcoach.com

Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/06/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00
12/07/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00
12/08/2023	2	40 Passenger Bt	James Brown Arena	Augusta Municipal Building	and Return	\$2,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
12/12/2023	Visa ending in *7137. Exp: 07/27		\$8,400.00

Total Cost of Charter:	\$8,400.00
Total Received to Date:	\$8,400.00
Balance Due:	\$0.00

Itinerary:

Driver: Anthony Tankersley 12/6 12/7 12/8

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26312

Date Printed: Tuesday, January 2, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

Date	# Vehicles	Size	From	To		
12/11/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/12/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/13/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/14/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00
12/15/2023	2	40 Passenger Bt	Augusta (Local) Area	Augusta (Local) Area	and Return	\$2,800.00

Date Received	Check #/Payment Type	Receipt Note	12/19/2023 PORTION
12/19/2023	Visa ending in *7137. Exp: 07/27		\$7,000.00
01/02/2024	Visa ending in *7137. Exp: 07/27		\$7,000.00

Total Cost of Charter:	\$14,000.00
Total Received to Date:	\$14,000.00
Balance Due:	\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
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Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26313

Date Printed: Friday, January 12, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/18/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/19/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/20/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/21/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
12/22/2023	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

Date Received

Check #/Payment Type

Receipt Note

01/05/2024

Visa ending in *7137. Exp: 07/27

\$9,000.00

Total Cost of Charter:

\$9,000.00

Total Received to Date:

\$9,000.00

Balance Due:

\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van

\$1400 per 40 passenger bus

vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26314

Date Printed: Friday, January 12, 2024
 PO #: Q27137

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
12/27/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00
12/28/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00
12/29/2023	1	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$900.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/08/2024	Visa ending in *7137. Exp: 07/27		\$2,700.00
Total Cost of Charter:			\$2,700.00
Total Received to Date:			\$2,700.00
Balance Due:			\$0.00

Itinerary:

12/19/23-Dropped services to 1 bus on the 27-29th

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
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Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26360

Date Printed: Friday, January 12, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/02/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/03/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/04/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/05/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/10/2024	Visa ending in *7137. Exp: 07/27		\$7,200.00
Total Cost of Charter:			\$7,200.00
Total Received to Date:			\$7,200.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
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Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26362

Date Printed: Friday, January 19, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/08/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/09/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/10/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/11/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/12/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/19/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

1/9/24 per maria there leaving at 1100am -shuttle stay until 1200p

Provide transportation from the Municipal Building to the James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availabilty on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26363

Date Printed: Monday, January 22, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/16/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/17/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/18/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/19/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/22/2024	Visa ending in *7137. Exp: 07/27		\$7,200.00
Total Cost of Charter:			\$7,200.00
Total Received to Date:			\$7,200.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296

1/11-extended dates...



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26447

Date Printed: Wednesday, January 31, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/22/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/23/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/24/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/25/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/26/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/26/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26447

Date Printed: Wednesday, January 31, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
01/22/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/23/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/24/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/25/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
01/26/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
01/26/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



P. O. Box 1485
 Harlem, GA 30814
 706-556-1522
 800-791-7780
 (Fax: 706-556-1622)
 www.horizonmotorcoach.com

Receipt

To: Augusta Richmond Co. Central Serv Dept
 Maria Rivera-Rivera
 2760 Peach Orchard Road
 Augusta, GA 30906

Receipt # 26535

Date Printed: Wednesday, February 14, 2024

Phone: 706-821-1629 Fax:
 Salesperson: April Kantor
 Salesperson Email: april@horizonmotorcoach.com
 Customer Email: MRivera-Rivera@augustaga.gov

<u>Date</u>	<u># Vehicles</u>	<u>Size</u>	<u>From</u>	<u>To</u>		
02/05/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/06/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/07/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/08/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00
02/09/2024	2	14 Pass Van	Augusta (Local) Area	Augusta (Local) Area	and Return	\$1,800.00

<u>Date Received</u>	<u>Check #/Payment Type</u>	<u>Receipt Note</u>	
02/09/2024	Visa ending in *7137. Exp: 07/27		\$9,000.00
Total Cost of Charter:			\$9,000.00
Total Received to Date:			\$9,000.00
Balance Due:			\$0.00

Itinerary:

2/1/24 extended an additional week 2/5-2/9/2024

Provide transportation from the Municipal Building to the
 James Brown Area - Parking Lot and vice versa.

Hours - 7:30am - 5:30pm
 Monday through Friday

\$900 per day per van
 \$1400 per 40 passenger bus
 vehicle depends on availability on said date

Ron Lampkin 706-220-0296



Thursday, February 15, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-028
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 2EA set of valves to isolate chillers at Webster Detention Center Inmate Areas.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Valves Installation	\$17,596	Envocore
002	Valves Cost	\$2,780	Trane
003	Margin (22.51%)	\$5,919	Trane

**Total Amount \$26,295
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 2/15/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 049		2/15/24	Webster Detention Center – Install Chiller Isolation Valves		Sent For Approval
Category	Reason	Reference	COR Number	PCCO Number	
Change Order		NA	028		
Notes	Task Name		Revenue Code		

Install 2EA set of valve to isolate chillers

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved	Applied
	Not Finalized	26,295	0	26,295	

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 – Valves Installation Spartan Mechanical Inc.	N/A	8/8/23	Budget	17,596	0	17,596
002 – Materials Trane	N/A	N/A	Budget	2,780	0	2,780
003 - Margin 22.51% Trane	N/A	N/A	Budget	5,919	0	5,919

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Trane U S
 4000 Dekalb Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Date	Estimate #
1/8/2024	162456

Description	Qty	Total
<p>Spartan submits a change order to cut in 2 each block valve to separate chiller piping for the upcoming chiller change outs and provide isolation for future work. Valves are to be cut in outside the chiller room after branch lines. Fittings and hardware by Spartan valves provided by others (Trane has valves at our shop). This work is to be done on straight time dayshift Total Amount of This Change Order: \$17,595.50</p> <p>Labor and supervision \$10,000.00 Tools and equipment \$4600.00 Materials \$3359.50</p>		17,595.50
Total		\$17,595.50

Quotation

No. 20372419 of 11/28/2023

Page 1 / 2

Sold to:

TRANE CO., ATLANTA
 GEORGIA TRANE
 4000 DEKALB TECHNOLOGY PKWY Ste 100
 ATLANTA GA 30340-2762

Ship to:

TRANE CO., ATLANTA
 GEORGIA TRANE
 4000 DEKALB TECHNOLOGY PKWY Ste 100
 ATLANTA GA 30340-2762

Inquiry date: 11/28/2023
 Inquiry No.: Webster Detention
 Ordered By: Kevin McCall
 Customer No.: 103215
 Incoterms: FOB Origin

Webster Detention

Pos.	Item - Description	Quantity	Unit	Origin	List price	Multiplier	Net price	Total price
10	F6150HD+GW02 Reorder# F6F1D2+GW02 Butterfly Valve (BFV), 6", 2-way, ANSI Class Consistent with 125, Cv 1579 Worm gear for butterfly valves DN 25...100 Self-locking, maintenance-free assembled, NC Carrier: PYLE Service: Less Than Truck Load Payment Type: Pre Paid	4	PC	US	1,087.00	0.279	303.28	1,213.10
20	F6250L+ZD6N-S150 Reorder# F6H1F2+ZD6N-S150 Butterfly Valve (BFV), 10", 2-way, ANSI Class Consistent with 125, Cv 5340 Worm gear for butterfly valves DN 125...300 Self-locking, maintenance-free Close-off pressure 232 psi assembled, NC Carrier: PYLE Service: Less Than Truck Load Payment Type: Pre Paid	4	PC	US	2,491.00	0.279	694.99	2,779.95

This Quotation is valid only for(a) the limited period of time set forth on the quotation or,(b)if no such period is established, 30 days from the date of transmittal by Belimo to the buyer. This quote is subject to Belimo Americas published Terms & Conditions per the date of the Quotation

Belimo Aircontrols (USA), Inc
 33 Turner Road
 Danbury, CT 06810
 Tel: 800-543-9038 - 203-791-9915
 Fax: 800-228-8283 - 203-791-9919
www.belimo.com



Thursday, April 25, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-029
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Provide Cooling Tower Service at Judicial Center as per Heat Transfer Systems proposal.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	CT Service	\$37,410	Heat transfer Systems
002	Margin (22.51%)	\$10,867	Trane

**Total Amount \$48,277
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title Michal Banik, PM
Date 4/25/2024
Signature *Michal Banik*

OWNER:

Name/Title Ron Lampkin / Director Central Services
Date 4/25/24
Signature *Ron Lampkin*



Potential Change Orders

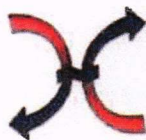
Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 051		4/25/24		Judicial Center - Cooling Tower Service	
Category		Reason		Reference	
Change Order		NA		COR Number 029	
Notes		Task Name		Revenue Code	
				Sent For Approval	

Facilitate CT Service as per Heat Transfer Systems proposal.

Summary:	
Requested Days: 5	Approved Days: Not Finalized
Budget: 48,277	Proposed: 48,277
Applied: 0	Applied: 48,277

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Service Heat Transfer Systems	N/A	8/8/23	Budget	37,410	0	37,410
002 - Margin 22.51% Trane	N/A	N/A	Budget	10,867	0	10,867



HEAT TRANSFER SYSTEMS OF GEORGIA, LLC

4/9/24

Othniel Lindsay
Augusta Central Services

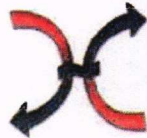
Subject: Augusta Judicial Center – Cooling Tower
Model: Marley NC8305HL2GG

Cooling Tower Maintenance and Repair: HTS will provide factory trained crew to perform annual maintenance and repairs on two cell Marley NC8305 cooling tower listed above.

- Install Flume plate with removable caps to isolate cooling tower cells
- Drain and clean out (2) Cold Water Basins
 - Remove any debris that has collected in CWB strainers
- Remove and replace corroded/rusted suction hoods and strainers
- Powerwash Fill Media and Hot Water Distribution Boxes
 - Remove debris that has collected in nozzles
- Prep Cold Water Basin for CIM Coat application
 - Remove rust and patch holes
 - Fill media will be cut approximately 3.5" to allow for CIM Coat application and more effective basin maintenance
- Apply CIM1000 to Cold Water Basin
 - Please allow 12-24 hours for CIM Coat application to cure
- Remove and replace (2) CWB heaters
- Powerwash interior of Fan Section
- Change Gearbox oil
- Operate both cooling tower cells and report any noted deficiencies
- Clean up and remove all work related debris from site
- Work will be performed per cell
 - Performance of work will take place over two weekends
- Work will be performed after hours/weekend hours
- Any issues if found outside of this scope will be reported and subject to additional cost

\$37,410

11350 Old Roswell Rd, Suite 1300, Alpharetta, Georgia 30009
Phone: 770-475-7740 Fax: 770-475-6167



HEAT TRANSFER SYSTEMS OF GEORGIA, LLC

By Other:

- Isolate cooling tower
- Drain/refill cooling tower

Notes & Exceptions:

- ❖ Lead time: 3-6 weeks
- ❖ Overtime Work Hours
- ❖ Full Freight Allowed
- ❖ HTS includes a full one (1) year Material Warranty
- ❖ Quote valid for 30 days; Terms: Net 30

Thank you,

Steven Bodruk

Steven Bodruk

11350 Old Roswell Rd, Suite 1300, Alpharetta, Georgia 30009
Phone: 770-475-7740 Fax: 770-475-8167



Thursday, June 6, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-032
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace existing 2" Piping on AHU 1V at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Piping Rework	\$12,235	Spartan Mechanical LLC
002	Margin (22.51%)	\$3,554	Trane

Total Amount \$15,789

Total Savings Adjustment \$0.00

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 6/6/24

Signature [Signature]



Thursday, June 6, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-034
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace existing 1 1/4" Piping on AHU 3D at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Piping Rework	\$25,458	Spartan Mechanical LLC
002	Margin (22.51%)	\$7,395	Trane

Total Amount \$32,853

Total Savings Adjustment \$0.00

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 6/6/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Trane

Tel: Fax:

6/6/24 Webster Detention Center - Rework Existing 2" Piping on AHU 1V

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
----------	--------	-----------	------------	-------------

Change Order		NA	032	
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Notes	Task Name	Revenue Code
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Provide upgrades as needed to maintain adequate flow.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved	Applied
5	Not Finalized		15,789	0	0

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Service	N/A	8/8/23	Budget	12,235	0	12,235
Spartan Mechanical LLC			Apprx Rev			
002 - Margin 22.51%	N/A	N/A	Budget	3,554	0	3,554
Trane			Apprx Rev			

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Trane U S
 4000 Dekaib Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Date	Estimate #
3/19/2024	162460

Description	Qty	Total
AHU-1V CHANGE ORDER Scope of work: 1. Supply all necessary supervision, labor, material, and equipment to perform this project. RETURN LINE- DEMO EXISTING 1-1/4" LINE AND REPLACE WITH NEW 2-1/2" LINE FROM EXISTING 2-1/2" HEADER AND INSTALL NEW 2-WAY VALVE SUPPLY LINE- DEMO EXISTING 1-1/4" LINE AND REPLACE WITH NEW 2-1/2" LINE FROM 2-1/2" HEADER TO AHU-1V ***** No insutlation priced		12,235.46
Total		\$12,235.46



Potential Change Orders

Detailed, Grouped by Each Number

Augusta Richmond County PACT 535 Telfair Street, Suite 200 Augusta, GA 30911		Project # CID00075252		Trane	
PCO #: 056		6/6/24	Webster Detention Center – Rework Existing 1 1/4" Piping on AHU 3D		Sent For Approval
Category	Reason	Reference	COR Number	PCCO Number	
Change Order		NA	032		
Notes	Task Name Revenue Code				

Provide upgrades as needed to maintain adequate flow.

Summary:	Requested Days:	Approved Days:	Budget:	Proposed	Approved	Applied
	5	Not Finalized		32,853	0	0

Itemized Details:		Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
General Description							
001 – Service Spartan Mechanical LLC	N/A	8/8/23		Budget	Apprx Rev	25,458	0
002 - Margin 22.51% Trane	N/A	N/A		Budget	Apprx Rev	7,395	7,395

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Date	Estimate #
3/19/2024	162459

Trane U S
4000 Dekalb Technology Pkwy
Bldg 100
Atlanta, Ga 30340

Description	Qty	Total
<p>AHU 3D CHANGES IN PIPE SIZE</p> <p>Scope of work: 1. Supply necessary supervision, labor, material, and equipment for this project. RETURN PIPING REPLACE EXISTING 1-1/4" COPPER RETURN LINE WITH NEW 2" LINE FROM NEW TAP ON EXISTING 6" HEADER TO AHU-3. SUPPLY LINE DEMO EXISTING COPPER LINE AND REPLACE WITH 2" LINE FROM NEW TAP ON 6" HEADER THROUGH WALL TO AHU-3 TWO EACH WALL PENETRATIONS ARE INCLUDED IN THIS PRICE. MATERIALS ARE ALL COPPER PROPRESS</p> <p>**** No insulation priced</p>		25,458.45
Total		\$25,458.45



Monday, December 30, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-035
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Building Envelope Reconciliation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Scope Reconciliation	-\$198,291	Energy Partners
002	Margin (22.51%)	-\$57,601	Trane

Total Amount -\$255,893

Total Savings Adjustment \$12,500 (Aproximate)

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 12/30/24

Signature [Signature]



Potential Change Orders

Detailed, Grouped by Each Number

Trane

Augusta Richmond County PACT
535 Telfair Street, Suite 200
Augusta, GA 30911

Project # CID00075252

Tel: Fax:

Building Envelope Reconciliation

PCO #: 015 6/6/24

Sent For Approval

Category	Reason	Reference	COR Number	PCCO Number
Change Order		NA	035	
Notes		Task Name	Revenue Code	

Building Envelope scope reconciliation

Summary:

Requested Days:	Approved Days:	Proposed	Approved	Applied
0	Not Finalized	-255,893	0	0
Budget:				

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - Service Adjustment Energy Partners	N/A	8/8/23	Budget	-198,291	0	-198,291
002 - Margin 22.51% Trane	N/A	N/A	Budget	-57,601	0	-57,601

The Energy Partners, Inc
SOW Budget Adjustments
2/8/2023

		Original Budget	Budget Reduction	Adjusted Budget	Previously Invoiced - Credit Due	Change Order	Savings
Central Services	-55% Reduction in core fill - walls filled with vermiculite	\$ 13,947.00	\$ (7,670.85)	\$ 6,276.15	\$ (7,670.85)	\$ (7,670.85)	
Park and Rec	Elimination of core fill - walls filled with vermiculite	\$ 25,208.00	\$ (4,808.48)	\$ 20,399.52		\$ (4,808.48)	
Special Ops	-25% Reduction - East/West wings of cross buildings inaccessible	\$ 57,607.27	\$ (14,401.82)	\$ 43,205.45	\$ (14,401.82)	\$ (14,401.82)	
Fire Station 7	Delete partition wall	\$ 27,724.00	\$ (7,810.00)	\$ 19,914.00		\$ (7,810.00)	
Fire Station 10	Delete partition wall	\$ 20,292.00	\$ (7,810.00)	\$ 12,482.00		\$ (7,810.00)	
Fire Station 12	Delete partition wall	\$ 16,449.00	\$ (7,810.00)	\$ 8,639.00		\$ (7,810.00)	
Fire Station 15	Delete partition wall	\$ 17,395.00	\$ (7,810.00)	\$ 9,585.00		\$ (7,810.00)	
Fire Station 19	Delete partition wall	\$ 16,245.00	\$ (7,810.00)	\$ 8,435.00		\$ (7,810.00)	
Lake Olmstead Casino	Delete Project - customer choice	\$ 90,763.00	\$ (90,763.00)	\$ -		\$ (90,763.00)	
Howard Community Center	-65% Reduction - could not execute L-2 due to accessibility	\$ 20,193.82	\$ (13,125.98)	\$ 7,067.84		\$ (13,125.98)	
Fleming Tennis Center	No						
P&P Bonds	Not Used	\$ 28,471.00	\$ (28,471.00)	0		\$ (28,471.00)	
SUBK RECONCILIATION					\$ (22,072.67)	\$ (198,291.13)	\$ (12,500.00)
					Credits owed	CO total to be	
					Trane	entered	
CUSTOMER CREDIT						\$ (255,893.00)	

	Current	Adjusted 5/2	Adjusted 5/23 Completion
	\$ (193,091.00)	\$ (219,151.00)	\$ (255,893.00)



Tuesday, December 31, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-036
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Boathouse Lighting Installation Credit**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Labor Summary	-\$10,698	Trane

Total Credit \$10,698
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 12/31/24

Signature [Signature]



BUILDING NAME	LIGHTING UPGRADES	WATER UPGRADES	BUILDING ENVELOPE	CONTROLS UPGRADES	HVAC UPGRADES	SOLAR PV	TOTAL PER BUILDING
Friedman Branch Library	\$ 60,746.00	\$ -	\$ 66,014.00	\$ -	\$ -	\$ -	\$ 126,760.00
Gracewood Community Center	\$ 7,745.00	\$ -	\$ 23,936.00	\$ 24,732.00	\$ 92,703.00	\$ -	\$ 149,116.00
Henry Brigham Swim Center	\$ 45,286.00	\$ -	\$ 3,183.00	\$ 26,098.00	\$ 85,856.00	\$ -	\$ 160,423.00
Henry H. Brigham Senior Services Center	\$ -	\$ -	\$ 76,106.00	\$ 67,859.00	\$ -	\$ -	\$ 143,765.00
Information Technology	\$ 65,941.00	\$ -	\$ 5,180.00	\$ 30,841.00	\$ -	\$ -	\$ 101,962.00
Jamestown Community Center and Park	\$ 19,179.00	\$ -	\$ 68,346.00	\$ 42,191.00	\$ 49,491.00	\$ -	\$ 179,207.00
Jones Pool	\$ 1,002.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002.00
Julian Smith BBQ Pit	\$ -	\$ -	\$ 58,244.00	\$ -	\$ -	\$ -	\$ 58,244.00
Lake Olmstead Park and Casino	\$ 6,373.00	\$ -	\$ 128,751.00	\$ -	\$ -	\$ -	\$ 135,124.00
May Park - Print Shop	\$ -	\$ -	\$ 62,015.00	\$ 26,243.00	\$ -	\$ -	\$ 88,258.00
May Park Community Center	\$ 47,252.00	\$ -	\$ 27,932.00	\$ 38,023.00	\$ 96,002.00	\$ -	\$ 209,209.00
McDuffie Woods Community Center	\$ 56,767.00	\$ -	\$ 50,473.00	\$ 70,765.00	\$ 335,524.00	\$ -	\$ 513,529.00
Municipal Building	\$ 662,575.00	\$ -	\$ 162,769.00	\$ 516,209.00	\$ 1,719,356.00	\$ 521,401.00	\$ 3,582,310.00
Newman Tennis Center	\$ 12,064.00	\$ -	\$ 26,863.00	\$ 21,336.00	\$ 30,111.00	\$ -	\$ 90,374.00
Old Government House	\$ 24,953.00	\$ -	\$ 22,673.00	\$ 51,185.00	\$ 136,787.00	\$ -	\$ 235,598.00
Recreation, Parks, and Facilities Admin Offices	\$ 48,009.00	\$ -	\$ 35,759.00	\$ 51,073.00	\$ 55,999.00	\$ -	\$ 190,840.00
Recreation, Parks, and Facilities Equipment Repair	\$ 1,867.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,867.00
Recreation, Parks, and Facilities Main Shop	\$ 1,638.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,638.00
Recreation, Parks, and Facilities New Main Shop	\$ 11,359.00	\$ -	\$ -	\$ 19,707.00	\$ -	\$ -	\$ 31,066.00
Richmond Co Sheriff Training Center Bunk House (lighting cost also covers lighting upgrades in RCOO Myers, Mess Hall, and Administration Buildings)	\$ 66,049.00	\$ -	\$ -	\$ 26,243.00	\$ -	\$ -	\$ 92,292.00
Richmond Co Sheriff Training Center - Kennel	\$ -	\$ -	\$ -	\$ 25,218.00	\$ -	\$ -	\$ 25,218.00
Richmond Co Sheriff Training Center Myers Building (HVAC & Controls cost line items also covers HVAC & Controls upgrades in RCOO Mess Hall)	\$ 69,886.00	\$ -	\$ -	\$ 35,328.00	\$ 155,363.00	\$ -	\$ 190,691.00
Richmond County Municipal Solid Waste Landfill	\$ -	\$ -	\$ -	\$ 39,641.00	\$ 125,023.00	\$ -	\$ 69,886.00
Richmond County Municipal Solid Waste Landfill Admin Bldg	\$ -	\$ -	\$ -	\$ 22,918.00	\$ 6,595.00	\$ -	\$ 164,664.00
Richmond County Municipal Solid Waste Landfill Scale House	\$ 158,548.00	\$ -	\$ 13,159.00	\$ -	\$ -	\$ -	\$ 29,513.00
Richmond County Sheriff's Office	\$ 45,343.00	\$ -	\$ 78,736.00	\$ -	\$ -	\$ -	\$ 171,707.00
Richmond County Sheriff's Office - South Precinct	\$ 29,531.00	\$ -	\$ 67,258.00	\$ 23,288.00	\$ 30,100.00	\$ -	\$ 124,579.00
Sand Hills Community Center and Park	\$ 5,995.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,177.00
Sign Shop AED	\$ -	\$ -	\$ 81,718.00	\$ -	\$ -	\$ -	\$ 5,995.00
Special Ops Precinct	\$ 17,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,718.00
Street Lighting	\$ 10,698.00	\$ -	\$ -	\$ 45,084.00	\$ -	\$ -	\$ 17,064.00
The Boathouse	\$ 23,665.00	\$ -	\$ 6,613.00	\$ -	\$ -	\$ -	\$ 55,782.00
Wallace Branch Library	\$ 51,313.00	\$ -	\$ 11,872.00	\$ 38,214.00	\$ 27,027.00	\$ -	\$ 30,278.00
Warren Road Community Center	\$ 25,396.00	\$ -	\$ -	\$ -	\$ 19,768.00	\$ -	\$ 128,426.00
Wellness Center - Board of Elections	\$ 54,084.00	\$ -	\$ 99,514.00	\$ 83,340.00	\$ 220,021.00	\$ -	\$ 45,164.00
WT Johnson Community Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 456,959.00
Customer Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
Trane Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 818,115.00
							\$ 24,778,553.00

* Initial Mobilization costs for engineering, preconstruction and other mobilization costs incurred prior to on-site installation

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Confidential and Proprietary Information of Trane U.S. Inc.

Exhibit A.1, Trane Project No.: G200062
IMPACT is a trademark of Trane Inc.



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-038
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Carrie J. Mays Gymnasium HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Equipment	\$40,946	ISM
002	HVAC Installation	\$33,408	Trane
002	Margin (22.51%)	\$21,599	Trane

**Total Credit Amount \$95,953
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Equip Type	Model Number	Description	# Units	Unit Cost	Total Cost
		J. Click quote - (1) 3 ton high eff split AC heat pump, (2) 15 ton packaged RTUs - J Click 2/4/22	1	\$ 40,946.00	\$ 40,946.00
				-	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				\$ -	\$ -
				\$ -	\$ -
		Total Trane Material			\$ 40,946.00
Sales Tax		0.00%	\$ -	Total Trane Material with Tax \$ 40,946.00	

[illegible]

Mechanical/HVAC Upgrades

Item 22.

Scope Description

Item 1 – Replace (1) 3-ton AC Heat Pump and (2) 15-ton Packaged Rooftop AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) 3-ton AC heat pump with a new high efficiency heat pump
- Replace (2) 15-ton rooftop AC units with (2) new packaged rooftop AC units
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

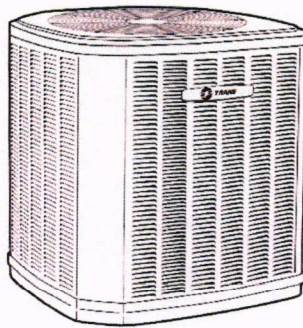
Affected Equipment (Description of Existing Equipment to be Replaced)

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase	Existing MOP (Amps)
Mech Room/ On Grade	Split System Heat Pump	1	3 ton	Offices	Rheem	RHSA-HM3617JA/ RPNE-036JAZ	M2707 02620/ 7348 M1907 10704	2007	208/1, 208/1	60/30
Roof	Packaged Unit w/ Electric Heat	2	15 ton	Gymnasium (RTU-1,2)	Trane	TCH180B30BHB	419100476D, -	2004	208/3	200

Note: Basis of design for the new split system heat pump systems shall be Trane model 4TWR7 two-speed heat pumps with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation. Basis of design for new packaged rooftop heat pump systems shall be Trane model Precedent or Voyager unit with minimum 11 EER and single zone variable air volume standard motor supply fan.

Split System Heat Pump XR 17 - 2, 3, 4 & 5 Tons

4TWR7



Voyager® Rooftop Units



Trane Voyager Packaged Rooftop AC Unit

Voyager® 2 - 12.5 - 25 Tons & Voyager® 3 27.5 - 50 Tons

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-039
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Downtown Park Division HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$24,775	ISM
002	HVAC and BAS Materials	\$0	Trane
002	Margin (22.51%)	\$7,197	Trane

Total Credit Amount \$31,972
Total Savings Adjustment \$0.00

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Mechanical/HVAC Upgrades

Scope Description

Item 1 – Replace (2) Existing Split AC Units and Accompanying Gas Furnaces

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 3.5 ton AC unit and gas furnace, and (1) existing 3 ton AC unit and gas furnace with new high efficiency split AC systems with standard efficiency gas furnaces
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

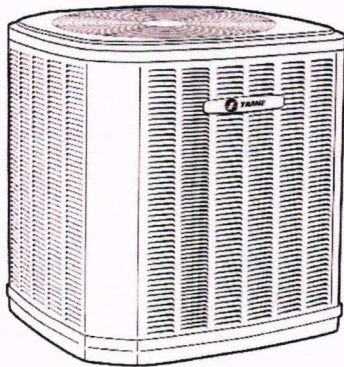
Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
On Grade by Shop Area	Split System w/ Gas Furnace	2	3.5 ton	Shop Area	Rheem	RGPH-10EBRJR/RAKA-042JAZ	FU5D307F130407987/5461 M0604 04826	2004	115/1, 208/1
On Grade by Front Office	Split System w/ Gas Furnace	1	3 ton	Front Offices	Rheem	RGPH-10EBRJR/RAKA-037JAZ	FU5D307F130407975/5429 M1996 09265	1996	115/1, 208/1

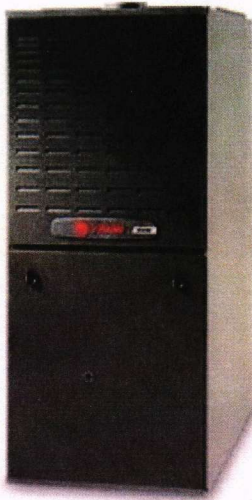
Note: Basis of design for the new split system with gas furnace shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model TUD2 non-condensing gas furnace with 80% combustion efficiency and EC motor for adjustable speed operation.

Split System Cooling Product Data

**XR17
4TTR7**

2, 3, 4 & 5 Tons





Trane standard efficiency, non-condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.

Controls Upgrades

Scope Description

Trane will furnish submittal drawings, material, installation, programming, start-up and commissioning of a Trane Tracer BMS system where applicable.

BAS Energy Savings Upgrades:

Upgrade BAS to generate additional energy savings, primarily through Scheduling of systems, night-setback and optimal start/stop time optimization of HVAC equipment.

Setpoint Setback Operation

- **Occupied Mode** - During the Occupied Mode, the Trane BAS will control the defined "Areas" as determined by the current Sequence of Operation.

Unoccupied Mode - During the Unoccupied Mode, the Trane BAS will enable the defined "Areas" as needed based on the Unoccupied Cooling and Heating Setpoint Values listed below subject to a Humidity High Limit Setpoint (65% RH – adj).

This building's normal occupancy schedule, and occupied and unoccupied temperature setpoint temperatures area listed in Section 9 of Exhibit E.

BAS Tracer Concierge:

New Tracer Concierge touch screen display will be installed for viewing consistency and ease of navigation for Low Level and Non-Technical Users. An intuitive local interface makes the system easy to use. One simplified control saves time in making changes to the system. A touch-screen

display has standard screens that can be changed to reflect your building, allowing you to best fit the system to your specific needs.

Item 22.

Prepackaged control panel

A prepackaged control panel makes installation easier, which reduces risk and cost.

Pre-engineered applications

Tracer Concierge offers pre-engineered applications that are factory bundled, so the built-in functions and applications are designed to work together. Pre-engineered applications have been tested time and again, ensuring the system provides energy efficiency and helps your facility operate at peak performance.

Factory-mounted controls

Factory-mounted equipment controls used with Tracer Concierge support moving that work from the field to the factory, for more controlled and consistent conditions.

The new Trane BAS will control the HVAC equipment listed below along with building restroom exhaust fans:

Affected Equipment (includes equipment to be replaced)

Replace?	Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year
Y	On Grade by Shop Area	Split System w/ Gas Furnace	2	3.5 ton	Shop Area	Rheem	RGPH-10EBRJR/RAKA-042JAZ	FU5D307F130407987/5461 M0604 04826	2004
Y	On Grade by Front Office	Split System w/ Gas Furnace	1	3 ton	Front Offices	Rheem	RGPH-10EBRJR/RAKA-037JAZ	FU5D307F130407975/5429 M1996 09265	1996



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-040
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Gracewood Community Center HVAC Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$16,235	ISM
002	HVAC and BAS Materials	\$14,260	Trane
002	Margin (22.51%)	\$8,858	Trane

**Total Credit Amount \$39,353
Total Savings Adjustment \$0.00**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	-16,235	0	-16,235
ISM							
002 - HVAC and BAS Materials / Equipment	N/A	N/A	Budget	Apprx Rev	-14,260	0	-14,260
Trane							
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	-8,858	0	-8,858
Trane							
					-39,353		-39,353

Equip Type	Model Number	Description	# Units	Unit Cost	Total Cost
		(2) 5 ton split A/C heat pumps with gas furnace - J. Click quote 2/4/22	1	\$ 14,260.00	\$ 14,260.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				\$ -	\$ -
				\$ -	\$ -
		Total Trane Material		\$ 14,260.00	\$ 14,260.00
Sales Tax		0.00%	\$ -	Total Trane Material with Tax \$ 14,260.00	

Contractor-Type	Sub-Contractor Name	Description of Work	Item Cost	Total Cost
Mechanical	ISM	hvac install quote w p&p bond	\$ 16,385.23	\$ 16,235.00
Mechanical Engineer	Delta Engineering	quote	\$ 4,000.00	\$ 4,000.00
Electric Low Voltage	Whatley Electric	BAS low voltage estimate	\$ 6,750.00	\$ 6,750.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Mechanical/HVAC Upgrades

Item 22.

Scope Description

Item 1 – Replace (2) Existing Split AC Units and Accompanying Gas Furnaces

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (2) existing 5 ton AC units and gas furnaces with new high efficiency split AC systems and high efficiency gas furnaces
- Replace existing combustion vent flue with new flue and make provisions for furnace (and existing water heater) combustion air
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

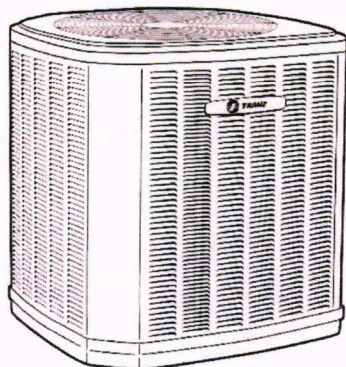
Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
Mech Room/ On Grade	Split System w/ Gas Furnace	2	5 ton	-	Rheem/ Ruud	RGPH-12EARJR/ UAND-060JAZ	FD5D307F130006503/ 7307M390603971	2006	115/1, 208/1

Note: Basis of design for the new split system with gas furnace shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model S9V2 condensing gas furnace with 96% combustion efficiency and EC motor for adjustable speed operation.

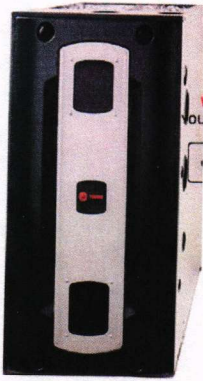
Split System Cooling Product Data

**XR17
4TTR7**

2, 3, 4 & 5 Tons



S9V2



Item 22.

Trane high-efficiency condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-041
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **McDuffie Wood Center HVAC Revised Design and Installation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$111,079	ISM
002	HVAC Equipment	\$1,101	Trane
002	Margin (22.51%)	\$32,587	Trane

Total Amount	\$144,766
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]

No.	Drwg.	Reviewer Comments, Questions, Concerns	Who	When	Response
01 78 14 - 13 ARC PACT Controls- McDuffie Woods Community Center Design					
1	N/A	<p>The project plan is changed from the EX B:</p> <p>Item 1 – Replace (5) Existing Split AC Units</p> <p>Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work</p> <p>Replace (1) existing 5 ton split AC unit with electric heat, (1) existing 6 ton AC heat pump, and (3) existing 5 ton split AC units with gas furnaces with (2) new high efficiency split AC heat pumps and (3) new split AC systems with accompanying gas furnaces of comparable capacity</p> <p>Accordingly, the approval would have to be followed with an updated financial review between the development and implementation.</p>	Michal Banik	9/23/2022	
2	N/A	contingent upon Dan Shabo's approval. Are security fences going to be required around each of the outdoor units?	Scott Selman	9/22/2022	
3	N/A	IHP-1 & GF-1: The mechanical equipment schedule indicates outdoor air as "EXIST". Does this imply that each indoor fan coil unit / furnace already has a connection to an outside ventilation air supply duct? If so, should instructions be provided for test and balance to obtain X cfm of outside air flow or at least to verify what the ventilation flow rate is while each indoor unit fan is running?	Dan Shabo	9/29/2022	
4	N/A	Please provide concrete pad construction details (thickness, reinforcing steel instructions, etc.) for equipment pads that will be installed to support GP-1 & GP-2.	Dan Shabo	9/29/2022	
NEW	Mech 100% set	Evaporator is called EU-1 on M1.0 (PDF p.3) and EC-1 on the evaporator coil and condensing unit equipment schedules (M3.0, PDF p.5). Probably less revisions to change the "EU" reference to "EC".	Ruth Gay	10/25/2022	
NEW	Mech 100% set	If 10 condensing units are being removed (M0.1) and being replaced (M3.0) with 2 large packaged units with a fabric supply duct that appears to be serving the gymnasium only (and two small dedicated units, one being a furnace and the other a heat pump), what units are providing cooling to the smaller rooms on either side of the gym?	Ruth Gay	10/25/2022	
NEW	Mech 100% set	The left fabric supply duct that appears to be serving the gymnasium only looks like it is located over a wall, should this be located several feet over inside the gym? Fabric ducts are generally used inside areas with high, open ceilings (such as the gym)	Ruth Gay	10/25/2022	
23 73 16 Packaged Air Handling Units					
NEW	GP-1,2 Submittal	GP-1,2 submittal is missing the electrical/general data tables (i.e. showing motor data, etc). I could not verify all equipment table info on these.	Ruth Gay	10/25/2022	

Mcduffie Woods Community Center

Lighting Upgrade

Scope Description

Currently, a wide variety of fluorescent, incandescent and other types of lighting technologies exist throughout the ARC facilities. Trane proposes to retrofit, replace, or upgrade these technologies with more energy efficient LED fixtures retrofits consisting mostly of fixture LED door kit retrofits. The specific retrofits, replacements, or upgrades for this building are described in Exhibit B.3, the Lighting Room by Room audit worksheet. In this table, the proposed descriptions and quantities are given for each of the rooms listed.

Building Envelope Upgrade

Scope Description

Trane will implement building envelope upgrades potentially including caulking, weather-sealing, wall and ceiling insulation, and spray foam attic insulation. The specific upgrades for this building are described in Exhibit B.4, the Building Envelope scope exhibit.

Mechanical/HVAC Upgrades

Scope Description

Item 1 – Replace (5) Existing Split AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 5 ton split AC unit with electric heat, (1) existing 6 ton AC heat pump, and (3) existing 5 ton split AC units with gas furnaces with (2) new high efficiency split AC heat pumps and (3) new split AC systems with accompanying gas furnaces of comparable capacity
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
(#1) Fitness Room/ On Grade	Split System w/ Elect. Heat	1	5 ton	Fitness Room (AHU-12)	Trane	TWE060D150B0/ 2TTA0060A3000AA	34617LH2V/ 23252FJ3F	2002	208/1, 208/3
(#2) Multipurpose Rm/ On Grade	Split Heat Pump System	1	6 ton	Multipurpose Room	Trane	TWE090B300EL/ 2TWA0036A300AB, 2TWA0036A300AB	3414TAPBD/ 3371P3K3F, 3371P1N3F	2003	208/3, 208/3
(#3) Gym / On Grade North	Split System w/ Gas Heat	1	5 ton	Gym Northeast	Carrier/ Payne	58STA110-14122/ PA13PR060-J	2311A22142/ 4511X65696	2011/ 2011	115/1, 208/3
(#4) Game Room/ On Grade West	Split System w/ Gas Heat	1	5 ton	Game Room	ICP/ Payne	N8MPN100F20B2/ PA13PR060-J	A073343942/ 1512X64425	2007/ 2012	115/1, 208/3
(#5) Gym/ On Grade East	Split System w/ Gas Heat	1	5 ton	Gym Northeast	Frigidaire/ Payne	FG7SA 126C-45D1/ PA13PR060-J	FGG170378070/ 1512X64634	2003/ 2012	115/1, 208/3

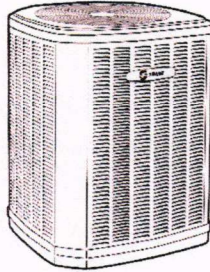
Existing Equipment to be Replaced

Note: Basis of design - New split system heat pump systems 5-tons or less shall be Trane model 4TWR7 two-speed heat pumps with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation, new split system heat pump systems 6-tons or more shall be Trane model TWA heat pumps with minimum 12 IEER and model TWE air handling units, new split systems with non-condensing gas furnaces (applies to the two gym AC systems) shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model TUD2 non-condensing gas furnace with 80% combustion efficiency and EC motor for adjustable speed operation, new split systems with condensing gas furnaces (applies to Game Room furnace) shall be Trane model 4TTR7 with compatible cooling coil providing minimum 17 SEER and model S9V2 condensing gas furnace with 96% combustion efficiency and EC motor for adjustable speed operation.

The equipment schedule shown below describes the new equipment being installed:

Split System Heat Pump
XR 17 - 2, 3, 4 & 5 Tons

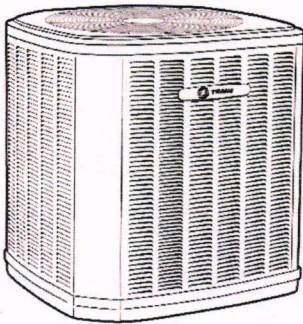
4TWR7

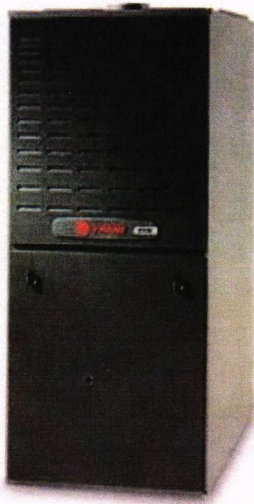


**Split System
Cooling
Product Data**

XR17
4TTR7

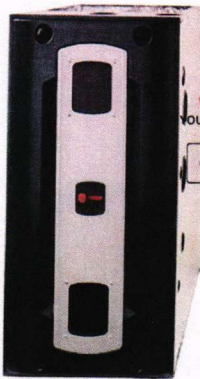
2, 3, 4 & 5 Tons





Trane standard efficiency non-condensing gas furnace

S9V2



Trane high efficiency non-condensing gas furnace

General Note Applicable to Scope Item 1:

Following the Effective Date, Trane will develop Mechanical and Electrical Drawings and Specifications final "For Construction." Such final drawings shall be developed with input by the Customer and shall be incorporated in Exhibit H of this Contract. Trane's scope of the Services hereunder shall be in accordance with such final "For Construction" drawings.

Controls Upgrades

Scope Description

Trane will furnish submittal drawings, material, installation, programming, start-up and commissioning of a Trane Tracer BMS system where applicable.

McDuffie Wood						
001 - HVAC Installation	N/A	N/A	Budget	Apprx Rev	111,079	0 111,079
ISM						
002 - HVAC Equipment	N/A	N/A	Budget	Apprx Rev	1,101	0 1,101
Trane						
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	32,587	0 32,587
Trane						
					144,766	144,766

McDuffie Woods Comm Center

Supervision	\$	4,800.00
Patching	\$	6,450.00
Equipment	\$	70,400.00
Cost	\$	81,650.00
	15%	12,247.50
Equipment Deduct	\$	(70,400.00)
Labor + Vent	\$	21,607.50
Material + Vent	\$	21,120.00
Project Oversight	\$	19,867.50
Total	\$	86,092.50



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: August 15, 2023

DATE: AUGUST 22, 2023

Attn: Infrastructure Systems Management
Regarding: McDuffie Wood Community Center

Dear Sir,
We respectfully provide a quote in the amount of: **\$197,171.00 (One Hundred Ninety-Seven Thousand One Hundred Seventy-One Dollars)** for the project mentioned above. Quote based on drawings dated 9-2-22.

ARC PACT: McDuffie Woods Scope Change



Click, Josh
To: Banik, Michal
Business

☺ Reply Reply All Forward 📧 ...

Mon 10/28/2024 9:43 AM

1 2 3 4 5 6 7 8 9 10

Michal,

My notes show that our original price using Z1 levels was \$68,664.

Our final scope included IHP/OHP-1, GF/CU/EC-1, and GP-1 and 2. Total final cost was \$69,765.

This resulted in a net add of \$1,101.

Let me know if further info is needed.

Thanks,

Josh Click
Georgia Trane
804 Trane Road
Augusta, GA 30909
Cell 706.622.0721

Consulting Engineer Resources: <http://www.traneengineer.com/>

Project	Description	Cost
Carrie J Mays Gym		
	Roofer	\$ 1,612.50
	Insulator	\$ 2,418.75
	Ductwork	\$ 3,225.00
	60T Crane	\$ 2,000.00
	Supervision	\$ 1,200.00
	Patching	\$ 2,687.50
	Equipment	\$ 42,350.00
	Cost	\$ 55,493.75
	15%	\$ 8,324.06
	Equipment Deduct	\$ (42,350.00)
	Labor	\$ 7,310.00
	Material	\$ 3,200.00
	Project Oversight	\$ 9,593.34
	Total	\$ 41,571.15
McDuffie Woods Comm Center		
	Supervision	\$ 4,800.00
	Patching	\$ 6,450.00
	Equipment	\$ 70,400.00
	Cost	\$ 81,650.00
	15%	\$ 12,247.50
	Equipment Deduct	\$ (70,400.00)
	Labor + Vent	\$ 21,607.50
	Material + Vent	\$ 21,120.00
	Project Oversight	\$ 19,867.50
	Total	\$ 86,092.50
Old Gov House		
	Supervision	\$ 4,800.00
	Patching	\$ 6,450.00
	Equipment	\$ 34,300.00
	Cost	\$ 45,550.00
	15%	\$ 6,832.50
	Equipment Deduct	\$ (45,550.00)
	Labor	\$ 15,050.00
	Material	\$ 13,312.00
	Project Oversight	\$ 10,558.35
	Total	\$ 45,752.85
DT Park Division		
	Supervision	\$ 1,200.00
	Patching	\$ 2,687.50
	Equipment	\$ 12,500.00
	Cost	\$ 16,387.50
	15%	\$ 2,458.13
	Equipment Deduct	\$ (12,500.00)
	Labor	\$ 8,600.00
	Material	\$ 9,216.00
	Project Oversight	\$ 7,248.49
	Total	\$ 31,410.12
WT Johnson Center		
	60T Crane	\$ 1,500.00
	Roof Rails	\$ 3,010.00
	Roofer	\$ 2,150.00
	Pitch Pocket	\$ 322.50
	Ceiling Repair	\$ 537.50
	Supervision	\$ 1,200.00



Infrastructure Systems Management, LLC

SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: August 15, 2023

Attn: Infrastructure Systems Management

Regarding: McDuffie Wood Community Center

Dear Sir,

We respectfully provide a quote in the amount of: **\$197,171.00 (One Hundred Ninety-Seven Thousand One Hundred Seventy-One Dollars)** for the project mentioned above. Quote based on drawings dated 9-2-22.

This quote includes ISM to handle Electrical for the (2) 20 Ton Units.

Quote Valid for Thirty Days

Included:

- Setting of All New HVAC Equipment (Equipment Provided by Others)
- Gas Piping (Trac Pipe Run on Top of Rooms around Perimeter Wall)
- Electrical for (2) 20 Ton Units
- Refrigerant Piping
- Condensate Drains
- Complete Ductwork System for Both 20 Ton Units
- Cut and Seal Holes Through Wall for Ductwork
- HVAC Insulation for Exterior Ductwork from Unit to Wall (Board/Jacket Exterior Insulation)
- Crane to Set 20 Ton Units (Straight Time)
- Concrete Pads for 20 Ton Units (12'x12'x6" Deep)
- Demolition of Existing Split Systems in Gym
- Seal Off Existing Flue Pipe Holes
- Smoke Detectors
- Low Voltage and Conduit from T-Stat to Unit
- Start-Up
- 1-Year Labor Warranty
- All Work to be Done on Straight Time



Infrastructure Systems Management, LLC

SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Excluded:

- Bond (Add 1%)
- Overtime Hours
- **Test & Balance**
- Controls
- **Upsizing of Existing Gas Meter**
- Composite Clean Up of Any Kind
- Scaffolding
- Seismic/Vibration Isolation
- Negative Air/ICRA Control
- Roofing
- Ceiling Removal/Replacement
- Structural Steel
- Sprinkler Systems
- Fire Alarms
- Painting
- Site Work
- Temporary Heating/Cooling
- Dumpster(s) or Trash Chutes
- Commissioning
- Engineering

Thank you,
Floyd Brown
ISM Operations Manager



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-042
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work as required by code(s): **Sheriff Office Mess Hall Range Hood Installation**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$83,265	ISM
002	HVAC Equipment	\$27,229	Econ-air
002	Margin (22.51%)	\$32,587	Trane

Total Amount **\$142,591**
Total Savings Adjustment **TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Item 22.

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: October 6, 2023

Attn: Infrastructure Systems Management

Regarding: Richmond County Sheriff's Office Makeup Air Unit Add

Dear Sir,

We respectfully provide a quote in the amount of: \$83,265.00 (Eighty-Three Thousand Two hundred Sixty five Dollars) for the project mentioned above. Quote based on drawings dated 06/01/2023.

Quote Valid for Thirty Days

Included:

- Labor to Set MAU (Provided by Others)
- Labor to Install Range Hood and Roof Mounted Fan (Provided by Others)
- Natural Gas Piping
- Ductwork
- Test & Balance
- HVAC Insulation
- Roofing
- Crane As Needed
- Excavation as Required
- Concrete Pad for MAU
- Painting of Gas Pipe as Needed
- Permit

Excluded:

- Bond (Add 1%)
- Makeup Air Unit
- Range Hood & Exhaust Fan
- Fire Marshall Inspections/Certifications if Needed
- Overtime Hours
- Controls
- **Electrical**
- Ceiling Removal/Replacement
- Site Work
- Commissioning
- Engineering

Thank you,
Floyd Brown
ISM Operations Manager

4000 Dekalb Technology Parkway
Bldg 100
ATLANTA, GA 30340
Phone: (470) 714-5289
kevin.mccall@tranetechnologies.com

Augusta, GA 30909-0010

Your order has been submitted for processing. Please verify order details below and call us at (470) 419-4768 or (800) 291-2452 if you have any questions or comments.

EQUIPMENT:

Hood #1 - Job #5860337

3650ELPX-2 - 8ft 0" Long Low Proximity Sloped Backshelf Hood and a Built-In 3" Back Standoff. 14 inch Tall Front.	x1
- 430 SS Where Exposed	x1
- Fire Cabinet on the Right Side 12.00" Width x 36.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system)	x1
- FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified	x5
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others	x3
- EXHAUST RISER - Factory installed 14" Diameter X 4" Height	x1
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x1
- FIELD WRAPPER 18.00" High Front, Left, Right	x1
- Electrical Package Installation in Utility Cabinet by Plant.	x1
- BACKSPLASH 103.00" High X 144.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS	x1
- LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS	x1

Fire System #1 - Job #5860337

TANK-SP-1 Tank Fire Suppression 4 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection, tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC). Includes piping for hood: 1.	x1
- Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release Mechanism. Installed in Hood Utility Cabinet with integral hood prewire panel.	x1
- Pressure Switch - Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION	x1

Fan #1 EADU85H - Exhaust Fan - Job #5860337

EADU85H High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1600 CFM @ -0.850" wc ESP, Fan runs at 1247 RPM. Exhaust Motor: 0.750 HP, 1 Phs, 208 V, 60 Hz, 5.2 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor)	x1
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)	x1
- Insulated Heat Baffle for Exhaust Fans. Type 475FRK 1 inch thick insulation installed on the top side of the top plate and under the motor of upblast and downblast fans. Cut to fit shaft wrapper and around vibration isolators and motor cooling hole. Caulked down to top plate.	x1

- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Installed under fan base 1/2" from the inside edge of the base to match up with the curb top flanges. x1
- ECM Wiring Package for exhaust motors with PWM signal from ECPM03 prewire. x1
- Curb CRB23x24E On Fan #1 3.000:12.000 Pitch - Parallel to the Roof x1
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. x1
- Vented Base for Curb x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1

Fan #2 EA1-D.250-15D-MPU - Heater - Job #5860337

EA1-D.250-15D-MPU Direct Gas Fired Heated Make Up Air Unit with 15" Mixed Flow Direct Drive Fan Supply Fan handles 1500 CFM @ 0.500" wc ESP, Fan runs at 1744 RPM. Heater supplies 71041 BTUs. 45°F Temperature Rise. [Fuel: LP Gas] Supply Motor: 1.000 HP, 1 Phs, 208 V, 60 Hz, 6.9 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor) Side Discharge - Air Flow Right -> Left x1

- Sloped Filtered Intake for Size #1 Modular Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. x1

- 0-150°F Discharge Temp Control • Field Wired On/Off Start Command • Heating Activation Based On Intake Set Point. Use with MUA x1

- Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 x1

- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size x1

- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size x1

- Ship Loose Gas Strainer. To be installed upstream of unit connection. 3/4" Connection x1

- Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Heater Units w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, Low Leakage, TFB120S Actuator Included x1

- Commercial Smoke Detector Interlock (Detector By Others) x1

- 3 Ton, Single Circuit Modular Packaged Cooling Option for Size 1 DF/EH Modular Packaged Unit. Includes Condenser, DX Coil, Filter/Dryer Kit, Hard Start Kit, Thermal Expansion Valve, R410A Refrigerant, and Refrigerant Piping. (1,100 to 1,800 cfm) When ordered with opposite airflow condensers access and coil piping will remain in standard position. Drain and sleds will move to the opposite side. Any other change will require CLI. CONDENSERS REQUIRE SEPARATE 208V, 1 PHASE POWER SUPPLY UNLESS ORDERED WITH SINGLE POINT CONNECTION. Coil = 2EZ1001N x1

- ECM Wiring Package for supply motors with PWM signal from ECPM03 prewire. x1

- Curb CRB21X71X14INS Insulated On Fan #2 Flat Curb x1

- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1

- Rail RAIL-21" x 6" x 14"H On Fan #2 x1

Electrical System #1 - Job #5860337

SC-111110MA 120V 1 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit. x1

- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1

Duct Run #1 - 430 Stainless

(RC1) DW18DWRISER-2R-S Double Wall Riser Cover - Used On 14" Inner Riser, 4" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections. x1

(P1) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P2) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P3) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P4) EDW14DWACCCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P5) EDW1402DWOFFSETASY-2R-S Double Wall Duct - 14" Inner Duct Riser & 2 Degree Offset - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P6) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P7) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4.	x1
(P8) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P9) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P10) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4.	x1
(P11) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P12) EDW14DWACCCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P13) EDW1402DWOFFSETASY-2R-S Double Wall Duct - 14" Inner Duct Riser & 2 Degree Offset - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P14) EDW1429DWLT-2R-S Double Wall Duct - 14" Inner Duct, 29" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell.	x1
(P15) EDW1427DWAJD-2R-S Double Wall Adjustable Duct - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 24.5" / Adjustment = 13.5" / Adjustable Section May Need To Be Cut. Includes single and double wall "V" Clamps.	x1
(P16) EDW144550DWLTTP-2R-S Double Wall Duct - 14" Inner Duct, 45.5" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell - Used With Transition Plate.	x1
(P17) EDW2314TPDBEX Duct to Curb Transition 3/4" Down Turn, 23" Curb to 14" Duct, 16 GA Aluminized. Used on NCA14FA & NCA14HPFA. Transition Plate OD is 23.5" Designed For Use With Exhaust Fan. Non-Standard Part.	x1
3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.	x3
DW14DWCLASY-2R-S Duct - 14" Duct - 18" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance.	x5

Factory Services

Service Design Verification Building Surcharge	x1
Service Design Verification for Direct Fired Heater	x1
Service Design Verification for Exhaust Fan	x1
Service Design Verification for Hood	x1
Service Design Verification for Modular Package Unit	x1
Service Design Verification for Standard Electrical Control Package	x1
Service Design Verification for TANK Fire Suppression	x1

Subtotal: \$26,125.84

Item 22.

Shipping: \$1,103.18
Tax: Not Included

Total: USD \$27,229.02

Sherif Office Mess Hall Hood Add

001 - HVAC Installation ISM	N/A	N/A	Budget	Apprx Rev	83,265	0	83,265
002 - HVAC and BAS Materials / Equipment Econ-air	N/A	N/A	Budget	Apprx Rev	27,229	0	27,229
003 - BAS Installation Materials Trane	N/A	N/A	Budget	Apprx Rev	0	0	0
003 - Margin (22.51%) Trane	N/A	N/A	Budget	Apprx Rev	32,097	0	32,097
					142,591		142,591

1. Is there a separate fresh air supply for the occupied space/dining area besides the MAU that is paired with the kitchen exhaust hood?
2. Pending direction of ARC regarding proposed hood replacement to meet code, if you need to replace the whole hood exhaust system and fan, I recommend incorporating interlinked kitchen exhaust and MAU controls with sensors and VFDs that will ramp down fan speeds when there is no cooking activity below the hood and adding in the additional savings.
3. The original Exhibit B Scope of work did not include replacement of the kitchen split system with propane heat, this design proposes replacement of the kitchen split system with a ductless heat pump system. Why is this system included when it was originally not included in scope, has ARC approved/initiated the change?
4. Observation: Exhibit B scope did not explicitly show replacement of kitchen hood and fan, or replacement of wood duct with metal duct serving bathrooms.
5. Observation: On the Mech schedule on M3.0 (PDF p.4/8), OHP-2 shows a minimum SEER efficiency of 23.0; the SSC Unit submittal shows SEER of 19.75 on PDF p.3; however PDF p.3 shows 23 if non-ducted and this appears to be non-ducted



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-043
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **WT Johnson 3T Unit Credit Installed by the Customer**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$3,000	ISM
002	HVAC / BAS Materials	\$3,043	Econ-air
002	Margin (22.51%)	\$1,755	Trane

Total Credit Amount \$7,798
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

WT Johnson						
001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	-3,000	0 -3,000
ISM						
002 - HVAC and BAS Materials / Equipment	N/A	N/A	Budget	Apprx Rev	-3,043	0 -3,043
Trane						
003 - BAS Installation Materials	N/A	N/A	Budget	Apprx Rev	0	0 0
Trane						
004 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	-1,755	0 -1,755
Trane						
					-7,798	-7,798



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-044
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Recreation, Parks, and Facilities Administrative Offices 0.75T Minisplit Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$1,500	ISM
002	HVAC / BAS Materials	\$2,352	Econ-air
002	Margin (22.51%)	\$1,119	Trane

Total Credit Amount **\$4,971**
Total Savings Adjustment **TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ben Lampkin / Director

Date 1/2/25

Signature [Signature]

Mechanical/HVAC Upgrades

Item 22.

Scope Description

Item 1 – Replace (1) Existing Split AC Units, and (2) Ductless Split AC Units

- Prepare complete MEP (mechanical-electrical-plumbing) engineering documentation to facilitate mechanical-HVAC upgrade work
- Replace (1) existing 3.5 ton split AC heat pump system with a new 3.5 ton high efficiency heat pump system
- Replace (2) existing ductless AC heat pumps with a new 1.25 ton high efficiency ductless heat pump and a new 0.75 ton ductless AC heat pump
- Provide as-built documentation and O&M (operations and maintenance training) for applicable ARC personnel

The equipment schedule shown on next page describes the new equipment being installed:

Affected Equipment (Description of Existing Equipment to be Replaced)

Location	Equipment	Qty	Capacity	Area Served (Tag)	Manufact.	Model	Serial Number	Mfg. Year	Voltage/Phase
2 nd Floor Admin / On Grade	Split Heat Pump System	1	3.5 ton	2 nd Floor Admin (#4)	Ruud	UBHC-21J14SFA / UPKA-043JAZ	T M2904 11854 / 6391 M4303 04521	2004/2003	208/1, 208/1
Office/ On Grade	Ductless Split Heat Pump	1	1.25 ton	Tonia's Office	Mitsubishi	MS15TN/ MU15TN	1000584/ 1000000T	2001	115/1, 208/1
Office/ On Grade	Ductless Split Heat Pump	1	0.75 ton	Marilyn's Office	EMI	- / SHC09D	- / 1-03-B-4194-09	2003	208/1, 208/1

Note: Basis of design for new split AC heat pump is Trane model 4TWR7 two-speed heat pump with minimum 17 SEER and model TEM6 air handling units with EC motor for adjustable speed operation, and basis of design for new ductless heat pumps is Mitsubishi PKA indoor wall-mounted fan coil unit coupled to Mitsubishi PUZ outdoor heat pump condensing unit.



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-045
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the work completed by the Customer: **Newman Tennis Center Outdoor Unit Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$2,900	ISM
002	HVAC / BAS Materials	\$1,328	Econ-air
002	Margin (22.51%)	\$1,228	Trane

Total Credit Amount	\$5,456
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904

Phone: (706) 250-3228

email: fbrown@ismllc-engr.com

Fax: (706) 397-3523

Date: October 6, 2023

Attn: Infrastructure Systems Management

Regarding: Parks & Recs Admin Office and Newman Tennis Center Deductive Change Orders

Dear Sir,

We respectfully provide a deductive change order in the amount as follows...

Recreation, Parks and Facilities Admin Office Deduct: \$0.00

Deduct based on the original scope of work replacing (3) total units. Newest drawings show to replace (2) total units. However, per the drawing notes we are to remove (1) existing unit and build a new sheet metal plenum for it and replace the existing unit. Cost for added plenum work and deduct of (1) unit are equal.

Newman Tennis Center Credit: \$2,900.00

Original scope of work was to replace one 5-ton split system with gas heat. We installed a single gas furnace inside the building. A credit should be issued for the outdoor unit. ISM can provide a credit of \$3,400.00 for the exterior unit. Per the drawings we were supposed to reconnect to the existing flue vent and we ended up having to remove the existing and rerun flue vent pipe. Cost for rerun of flue vent pipe: \$500.00. After the cost of the flue vent is factored in the overall credit, we will provide a credit of \$2,900.00 on this project.

Thank you,
Floyd Brown
ISM Operations Manager



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-046
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Webster Detention Center AHU Scope Change**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$29,976	Spartan
002	HVAC Equipment	\$18,750	Trane
002	Margin (22.51%)	\$14,102	Trane

Total Credit Amount	\$62,648
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/2/25

Signature [Signature]

Webster Detention Center

001 - HVAC Installation	N/A	N/A	Budget	Apprx Rev	29,976
Spartan					
002 - HVAC Equipment	N/A	N/A	Budget	Apprx Rev	18,570
Trane					
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	14,102
Trane					
-62,648					

LARGE BUILDINGS						
Site Name	Device Name	Capacity	Manufacturer	Model Numb	Cost	Price
Webster Detention Center	AHU-1E	3 Ton	Trane			Credit - replaced by Customer
	AHU-2E		Trane			Credit - replaced by Customer
	AHU-3E	3 Ton	Trane			Credit - replaced by Customer
	AHU-4E		Trane			Credit - replaced by Customer
	AHU-5E		Trane			Credit - replaced by Customer
	AHU-6E		Trane	BCHB0242AD0L2300B1C1030AACB20DE200000000000		Credit - replaced by Customer - Coil Issues
	AHU-7E		Trane	MCCA014ABF0C0000000000		Add associated with equipment size
	AHU-8E		Trane			Add associated with equipment size
	AHU-9E		Trane	BCHB0242DD0L2300B3D000000CB20DE20000000000000		
	AHU-10E		Trane	BCHB0242AD0R1300B1C1030AACB20DE200000000000		
	AHU-11E		Trane	BCHB0362DD0R1300B3C0000000CB000000000000000000		
	AHU-3D		Trane	BCHC072G1G0A1M05E		Add unit per the tenant request
	CH-1	250 Tons	Trane	CVHE250		
	CH-2	250 Tons	Trane	CVHE250		
	CT-1	400 Ton	IBC			

[illegible]

ARC PACT: Webster AHU scope change



Click, Josh
To ☐ Banik, Michal

Start your reply all with:

Thank you!

Got it, thanks!

 Feedback

Michal,

Final scope included the following equipment:

-AHU-3D, 6E, 7E, 8E, 9E, 10E, 11E
-Duct furnace for AHU-7E and 8E

Total Price(excluding tax)\$97,169







Let me know if further info is needed.

Thanks,

Josh Click

Georgia Trane
804 Trane Road
Augusta, GA 30909
Cell 706.622.0721

Consulting Engineer Resources: <http://www.traneengineer.com/>

Mon 10/28/2024 9:58 AM



Thursday, January 2, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-048
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Install 46EA Isolation Valves at Webster Detention Center.** We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$26,303	ISM
002	Margin (22.51%)	\$7,641	Trane

Total Credit Amount	\$33,944
Total Savings Adjustment	TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/2/25

Signature [Signature]

Estimate

Phone # (706) 863-6911

Fax # (706) 863-6912

Date	Estimate #
9/5/2023	16808

Trane U S
 4000 Dekalb Technology Pkwy
 Bldg 100
 Atlanta, Ga 30340

Description	Qty	Total
Change Order for : Scope of Work: • Supply all necessary supervision, labor, material, and equipment to perform this project. • Add in 46 each block valves throughout the cooling water system		26,302.50
Total		\$26,302.50

001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	26,303	0	26,303
ISM							
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	7,641	0	7,641
Trane							
					33,944		33,944



Thursday, January 3, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-049
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **Replace AHU 1B Damaged Coil at Webster Detention Center**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	HVAC Installation	\$46,180	Spartan
002	Material	\$14,972	Trane
003	Margin (22.51%)	\$17,764	Trane

Total Amount \$78,916
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 1/3/25

Signature [Signature]

Webster Coil Replacement 1B

001 – HVAC Installation	N/A	N/A	Budget	Apprx Rev	46,180	0	46,180
Spartan							
002 - HVAC Materials / Equipment	N/A	N/A	Budget	Apprx Rev	14,972	0	14,972
Trane							
003 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	17,764	0	17,764
Trane							
							78,917

Invoice



3874 WRIGHTSBORO RD
AUGUSTA, GA 30909

PAST DUE

Date	Invoice #
7/1/2024	GW PR #4

Bill To / Ship to				
Trane U S 4000 Dekalb Technology Pkwy Bldg 100 Atlanta, Ga 30340				
		P.O. No.	Terms	Rep
		G1S2300231	2% 15 days	WA
Item	Qty	Description	Rate	Amount
15 HVAC		<p>WEBSTER COIL AND PIPING REPAIR TO 7-E,1-F and 1-B</p> <p>Change coil in 7-E,1-B and 1-F air-handler at webster. This is a time an material job, PO will show open balance until work is completed.</p> <p>7E - Labor: \$17,943.14 Material: \$434.83 Equipment: \$3,156.25 Total: \$21,534.08</p> <p>1B - Labor: \$17,701.00 Material: \$1,801.70 Equipment:\$3,587.50 Total: \$23,090.20</p> <p>1F - (Added as T&M job by email.) Labor: \$10,125.50 Material: \$908.35 Equipment: \$2,293.75 Total: \$13,327.60</p> <p>NSULATION COST HAS NOT BEEN BILLED AND THAT COST WILL FALLOW.</p>	57,952.02	57,952.02
			Total	\$57,952.02
			Balance Due	\$57,952.02

Banik, Michal

From: Mccall, Kevin
Sent: Monday, October 28, 2024 10:26 AM
To: Banik, Michal
Subject: FW: Webster Detention AHU 1-B Coil Quote
Attachments: 24-03-247.pdf

Regards,

Kevin McCall

Associate Project Manager
 4000 Dekalb Technology Pkwy. Bldg 100
 Atlanta, GA 30340
 470-714-5289 Cell
 Kevin.McCall@tranetechnologies.com



TRANE
TECHNOLOGIES

From: Smith, Calvin <CALVIN.SMITH@TRANE.COM>
Sent: Monday, April 15, 2024 3:39 PM
To: Mccall, Kevin <Kevin.McCall@tranetechnologies.com>; Banik, Michal <Michal.Banik@trane.com>
Subject: FW: Webster Detention AHU 1-B Coil Quote

Use the main PID.

1 Week \$ 14,972.00

Qty (1) 6 row, replacement, chilled water coil

1/2"x.016" copper tubes

.006" aluminum fins

Galvanized steel

Brass mpt

From: Chris Morris <christopher.morris@mingledorffs.com>
Sent: Tuesday, March 26, 2024 3:49 PM
To: Smith, Calvin <CALVIN.SMITH@TRANE.COM>
Cc: Gleiter, Chris <Chris.Gleiter@trane.com>
Subject: Re: Webster Detention AHU 1-B Coil Quote

Alert: This is an external email.

Qty (1) 6 row, replacement, chilled water coil

1/2"x.016" copper tubes

.006" aluminum fins

Galvanized steel

Brass mpt

Mfg time

3-4 Weeks \$ 10,325.00

2 Weeks \$ 13,423.00

1 Week \$ 14,972.00

Price includes freight. Allow 3-4 days for shipping

Chris Morris

Territory Manager
SouthEast Region

Office: 706-548-2959

Mobile: 706-836-9803

christopher.morris@mingledorffs.com



This e-mail is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy.

Thank you

From: Smith, Calvin <CALVIN.SMITH@TRANE.COM>

Sent: Tuesday, March 26, 2024 1:05 PM

To: Chris Morris <christopher.morris@mingledorffs.com>

Cc: Gleiter, Chris <Chris.Gleiter@trane.com>

Subject: FW: Webster Detention AHU 1-B Coil Quote



Thursday, January 3, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

RE: Change Order Request Number COR-050
Augusta Richmond County PACT CID00075252

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **Henry Brigham Pool Pump and VFD Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all costs.

Item Number	Description	Proposed Amount	Company
001	Pump and VFD Installation	\$18,371	ISM
002	Margin (22.51%)	\$5,337	Trane

Total Credit Amount \$23,708
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/3/25

Signature [Signature]



Thursday, January 3, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-051
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following work: **The Boathouse Controls Labor Credit**. We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all costs.

Item Number	Description	Proposed Amount	Company
001	BAS Labor	\$23,527	ISM
002	Margin (22.51%)	\$6,834	Trane

Total Credit Amount \$30,361
Total Savings Adjustment TBD

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin / Director

Date 1/3/25

Signature [Signature]

Boathouse Controls

001 – Summary Cost	N/A	N/A	Budget	Apprx Rev	23,527	0	23,527
Trane							
002 - Margin (22.51%)	N/A	N/A	Budget	Apprx Rev	6,834	0	6,834
Trane							
					30,361.00		30,361.00

Contractor-Type	Sub-Contractor Name	Description of Work	Item Cost	Total Cost
Electric Low Voltage	Whatley Electric	BAS low voltage estimate	\$ 11,450.00	\$ 11,450.00
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
Sales Tax	0.00%	\$ -	Total Subcontractor Cost with Tax	\$ 11,450.00
			Total Subcontractor Cost	\$ 11,450.00

Labor Cat	Scope Description	Reg Hrs.	Reg Rate/hr.	Reg Cost	OT Hrs.	OT Rate/hr.	OT Cost	Total Scope Cost	
BAS			\$0.00	\$ -		\$0.00	\$ 8,717	\$ 8,717.00	
BAS			\$0.00	\$ -		\$0.00	\$ -	\$ -	
Tech			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
			\$0.00	\$ -		\$0.00	\$ -	\$ -	
Commiss			\$0.00	\$ -		\$0.00	\$ -	\$ -	
		-	-	-	-	-	Total BAS Labor	\$ 8,717.00	
Sales Tax	0.00%	\$ -	Total Labor Cost with Tax						\$ 8,717.00

							Total GCC
--	--	--	--	--	--	--	-----------

Labor Code Description	Hours	\$/hr.	Cal. Hours	%	\$	Labor Cost
BAS Project Manager		\$8,250.00	-	0.00%	\$ -	\$ -
		\$0.00	-	0.00%	\$ -	\$ -
		\$0.00	-	0.00%	\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
		\$0.00	-	0.00%	\$ -	\$ -
Blank				0.00%	\$ -	\$ -
Total Local Office	-		-		Total Labor Cost with Tax \$	\$ -
Sales Tax 0.00%		\$ -				\$ -

DJE

Labor Cat	Labor Description			%	\$	Total GCC Labor Cost
Eng.	Engineering/Prof Services			0.00%	\$ -	\$ -
Site	Permits			0.00%	\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
	BAS Nets				\$ 3,360	\$ 3,360.00
Site	Rental			0.00%	\$ -	\$ -
		Sales Tax	0.00%	Total Project Cost		\$ 3,360.00
		\$ -		total DJE With Tax		\$ 3,360.00

Travel

Enter Unit Cost & Frequency Data or Plug % of Cost or \$ Value

Enter Unit Cost & Frequency Data or Plug % of Cost or \$ Value						
Description	Unit Descript	# Units	Proj. Months	Events/ Mnth	%	Total GCC Labor Cost
Mileage	miles				0.00%	\$ -
Air Travel	trips				0.00%	\$ -

Hotel		days								0.00%		\$	-	\$	-
Meals		days								0.00%		\$	-	\$	-
Rental Car		days								0.00%		\$	-	\$	-
DJE Per Diem Roll Up		auto												\$	-
Other										0.00%		\$	-	\$	-
Total Travel Cost														\$	-
Total Travel with Tax														\$	-
Sales Tax	0.00%											\$	-		

Total \$ 34,922.00 \$ 23,527.00



Wednesday, April 30, 2025

Mr. Ron Lampkin
Interim Director Central Services
Augusta-Richmond County
2760 Peach Orchard Road
Augusta, GA 30906

**RE: Change Order Request Number COR-052
Augusta Richmond County PACT CID00075252**

Dear Mr. Lampkin,

We have finalized gathering all the required quotations for the following extra work: **ARC PACT Lighting Scope Subcontractor Reconciliation**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

Item Number	Description	Proposed Amount	Company
001	Lighting Installation Credit	\$17,104	Envocore
002	Margin 22.51%	\$4,968	Trane

**Total Credit Amount \$22,072
Total Savings Adjustment TBD**

I have included all supporting documentation in the body of this COR. If you have any questions regarding this Change Order Request, please call me at your earliest convenience,

CONTRACTOR:

Name/Title _____

Date _____

Signature _____

OWNER:

Name/Title Ron Lampkin/Director

Date 4/30/25

Signature [Signature]

ENVOCORE Lighting Solutions **Executive Summary**

Augusta - Richmond County

Existing Lighting System	As-Built	Contract	Difference
Annual Connected Load Costs	\$ 1,134,731.79	\$ 1,112,762.38	\$ 21,969.41
Annual Maintenance Material Costs	\$ 151,515.06	\$ 147,957.67	\$ 3,557.39
Annual Maintenance Labor Costs	\$ 53,730.46	\$ 53,783.62	\$ (53.17)
Total Annual Operating Costs	\$ 1,339,977	\$ 1,314,504	\$ 25,474
Peak kW with DF	2,838	2,827	10
Peak kW without DF	3,860	3,820	40
Annual kWh	11,191,323	10,972,286	219,037
Total Watts per Square Foot	1.85	1.84	0.00
Percentage of kW			
Percentage of kWh			
Percentage of Cost			

Proposed Lighting System	As-Built	Contract	Difference
Annual Connected Load Costs	\$ 619,995.23	\$ 599,317.66	\$ 20,677.58
Annual Maintenance Material Costs	\$ 103,016.83	\$ 100,314.92	\$ 2,701.91
Annual Maintenance Labor Costs	\$ 29,679.15	\$ 28,971.30	\$ 707.85
Total Annual Operating Costs	\$ 752,691.21	\$ 728,603.88	\$ 24,087.33
Peak kW with DF	1,978	1,954	24
Peak kW without DF	2,615	2,570	45
Annual kWh	6,267,398	6,076,393	191,005
Total Watts per Square Foot	1.31	1.30	0.01
Percentage of kW			
Percentage of kWh			
Percentage of Cost			

Savings	As-Built	Contract	Difference
Annual Connected Load Savings	\$ 514,736.56	\$ 513,444.72	\$ 1,291.84
Net HVAC Impact	\$ 15,156.65	\$ 15,337.32	\$ (180.67)
Annual Maintenance Material Savings	\$ 48,498.23	\$ 47,642.75	\$ 855.47
Annual Maintenance Labor Savings	\$ 24,051.31	\$ 24,812.33	\$ (761.02)
Total Annual Operating Savings	\$ 602,442.74	\$ 601,237.12	\$ 1,205.63
Peak kW with DF	859	873	-14
Peak kW without DF	1,245	1,250	-5
Annual kWh	4,923,925	4,895,892	28,032
Total Watts per Square Foot	0.53	0.54	-0.01
Percentage kW	32.2%	32.7%	-0.5%
Percentage kWh	44.0%	44.6%	-0.6%
Percentage Savings	43.8%	44.6%	-0.7%

Green Environmental Annual Impact	As-Built	Contract	Difference
Acres of Trees Planted per Year	1,428	1,420	8
Cars Removed per Year	689	685	4
Acid Rain (CO2 lb/kWh) Removed	11,817,419	11,750,141	67,278
Smog (NOX g/kWh) Removed	19,695,698	19,583,569	112,129
Acid Rain (SO2 g/kWh) Removed	49,239,246	48,958,923	280,323

Results	As-Built	Contract	Difference
Lighting Upgrade Project Cost	\$3,566,027.94	\$ 3,583,131.79	\$ (17,103.85)
10 Year Cumulative Cash Flow	\$2,458,399.49	\$2,429,239.37	\$29,160.11
15 Year Cumulative Cash Flow	\$5,470,613.20	\$5,435,424.95	\$35,188.25
20 Year Cumulative Cash Flow	\$8,482,826.91	\$8,441,610.54	\$41,216.38
Payback	5.92	5.96	-0.04
Estimated Rebate			
Payback with Rebate			
Maintenance Staff Work Avoided (Hours):	2461.91	2516.41	-54.50
Life Cycle Cost Savings:	\$5,586,612.73	\$5,586,612.73	\$0.00

All information is proprietary
 and confidential and may only
 be shared or used with the written
 consent of Retro-Tech Systems, LLC
 and UNI, LLC.



Office of the City Administrator

**Takiyah Douse
Interim Administrator**

February 28, 2022

**Mr. Ron Lampkin
Central Services Interim Director
2760 Peach Orchard Road
Augusta, GA 30906**

Dear Director Lampkin:

At the executive session held Monday, February 28, 2022, The Augusta, Georgia Commission took action on the following:

Approved a motion to adopt a resolution authorizing execution a PACT agreement with TRANE US Inc.

Approved a motion to adopt a resolution authorizing execution of a lease purchasing agreement and the funding agreement regarding to the contract with TRANE US Inc.

Approved Change Order #2 as presented by 2KM in the amount of \$636,285.40 to continue progress on completion of the renovation to 510 Fenwick Street for DFACS.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

**Takiyah Douse
Interim Administrator**

**Office of the City Administrator**

**Odie Donald, II MBA
Administrator**

December 13, 2021

**Ms. Takiyah Douse
Central Services Director
2760 Peach Orchard Road
Augusta, GA 30906**

Dear Director Douse:

At the special called meeting held Monday, December 13, 2021, The Augusta, Georgia Commission took action on the following:

- 2. Approved the price proposal Option B received from IBA Consulting Engineers, Inc. dba NV5 Consultants for Attachments Professional Services Performance Contract Evaluation (RFQ #21-249) not to exceed \$260,000.**
- 3. Approved a motion to authorize the Administrator to send a non-binding statement of intent to Trane, Inc. expressing Augusta's intent to proceed with the Performance Contract and hold contract pricing of \$24,778,553 until February 28, 2022.**

If you have any questions, please contact me.

In Service,



**Odie Donald, II
Administrator**

Cc: Tanikia Jackson, Deputy Administrator



Administrative Services Committee

Meeting Date: May 27, 2025

Illegal Signage

Department:	Office of the Administrator
Presenter:	Charles Jackson, Deputy Administrator
Caption:	Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.
Background:	On March 4, 2025, the Augusta Commission discussed methods to maintain cleanliness in public rights-of-way, to include removing illegal signage, replacing traffic signs, grocery carts, etc. The Commission tasked the Administrator's Office to address several action items (listed below):

Fig. 1. Commission Assigned Action Items

1. Obtain cost estimates to reinstall damaged traffic signs (AED)
2. Written notification to the Richmond County Marshal's Office to also provide recommendations of sign enforcement along medians and rights-of-way
3. Ensure that Planning Department representatives provide updates (re: sign removal) to the morning EOC briefings (Director Delaney should appoint a staff person effective 3.10.2-25).
4. Documented process of how the Planning Department coordinates its sign removal activities. As part of the final report, a section should include how Planning conducts/schedules these activities. (Planning)
5. Administrator's Office will provide a memorandum/report of all coordinated activities (Administrator's Office). This update should provide insight into the depth and efficiency into the enforcement, removal and installation of signage.
6. Recommendation from the Law Department on possible ordinance revisions to enhance enforcement. (Law Department)

Recommendation from Planning to address grocery carts left in the public right-of-way or elsewhere (Planning, Marshal's Office, Legal).

Analysis:	Staff findings (outlined in the Administrator's Staff Report) provided a multi-departmental action plan to address the Commission's concerns. These action steps are outlined in the companion attachment.
Financial Impact:	No financial impact.

Alternatives: N/A

Recommendation: Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Tameka Allen, Administrator



Tameka Allen
Administrator

TO: Tameka Allen, Administrator
FROM: Charles Jackson, Deputy Administrator
DATE: May 13, 2025
SUBJECT: Illegal Signage Action Plan

Background

The following information provides policy recommendations (or action plan) to remove and enforce illegal signage in the public rights-of-way areas of Augusta Richmond County. The action plan includes input from multiple Augusta Government departments including (1) Augusta Planning Department, (2) Augusta Law Department (3) Marshal's Office and (4) Augusta Engineering Department.

Commission Directive

During the March 4, 2025, Commission meeting, the Administrator's Office was asked to coordinate an action plan of recommendations to address the public's concerns regarding illegal signage. The following action items were included in the Commissions directive. Staff responses are bulleted and italicized.

Fig. 1. Commission Assigned Action Items and Staff Responses

1. Obtain cost estimates to reinstall damaged traffic signs (AED)

- *Cost estimate of \$500,000 (labor, vehicles/equipment and materials)*

2. Written notification to the Richmond County Marshal's Office to also provide recommendations of sign enforcement along medians and rights-of-way

- *Administrator's Office notified the Marshal's Office on March 8, 2025*

3. Ensure that Planning Department representatives provide updates (re: sign removal) to the morning EOC briefings.

- *Planning Department permanently appointed a staff person effective March 10, 2025.*

4. Documented process of how the Planning Department coordinates its sign removal activities. As part of the final report, a section should include how Planning conducts/schedules these activities. (Planning)

- *Deputy Director and Projects Coordinator will lead removal and enforcement activities*
- *Inspectors will perform daily removal in public areas (according to right-of-way size-traffic flow)*
- *Perform major "sweeps: twice a year and two (2) weeks after each election*



Tameka Allen
Administrator

5. Recommendation from the Law Department on possible ordinance revisions to enhance enforcement. (Law Department)

- **The Augusta Law Department rendered the following legal opinion:**

"Our ordinances have as much enforcement as possible to punish violators for placing signs in the right-of-way. Every sign in the right-of-way is a violation of our Ordinance 4-2-9(b), and every separate day that the sign is posted is another offense.

The maximum the State of Georgia allows any county to punish for an ordinance violation is 60 days confinement and \$1,000 in fines, which is already in our ordinance (twice, both in section 1-1-8 and 1-6-1). Therefore, we have the offense and the maximum penalty possible for posting signs in the right of way."

6. Recommendation from Planning to address grocery carts left in the public right-of-way or elsewhere (Planning, Marshal's Office, Legal).

- (Recommended) Specialized activities to aid in enforcement include:
 - a. Cart Removal Program (contacting cart owners to retrieve carts)
 - b. Fines for Retailers (staff recommendation-in consultation with Law Department)
 - c. Cart Containment Systems (tracking or deactivation device to demobilize wheels on cart)
 - d. Public Reporting Mechanisms
 - e. Community Education

NOTE: The Marshal's Office will commit to both (1) removal and (2) enforcement on a monthly basis.

Next Steps

This report will be submitted for Commission review and discussion during the May 27, Committee meetings. The Administrator's Office will continue to monitor the coordinated activities among the respective departments.

Levels of Service (LOS) A through F are a way to categorize the quality and efficiency of transportation infrastructure, especially for roads and intersections. The system, defined by the Highway Capacity Manual (HCM), helps engineers evaluate how well traffic is flowing. Here's a breakdown of each level:

LOS A – Free Flow

- **Conditions:** Excellent
 - **Description:** Vehicles move at or near free-flow speeds. Drivers experience complete freedom to maneuver.
 - **Delay:** Minimal or none
 - **Example:** Light traffic in rural areas or early morning hours on urban roads.
-

LOS B – Reasonably Free Flow

- **Conditions:** Very good
 - **Description:** Slight restrictions on maneuverability. Speed is still nearly free-flow.
 - **Delay:** Very low
 - **Example:** Suburban roads during off-peak hours.
-

LOS C – Stable Flow

- **Conditions:** Acceptable
 - **Description:** Flow is stable, but maneuverability is noticeably restricted. Interactions between vehicles start to affect speed.
 - **Delay:** Moderate
 - **Example:** Typical peak hour conditions in many urban areas.
-

LOS D – Approaching Unstable Flow







- **Conditions:** Marginal
- **Description:** High density and restricted speeds. Drivers have little freedom to change lanes or speeds.
- **Delay:** High
- **Example:** Busy arterial roads during rush hour.

LOS E – Unstable Flow/At Capacity

- **Conditions:** Poor
 - **Description:** The system is at maximum capacity. Small disruptions cause serious delays.
 - **Delay:** Very high
 - **Example:** Freeways with bumper-to-bumper traffic at the edge of gridlock.
-

LOS F – Forced or Breakdown Flow

- **Conditions:** Failing
- **Description:** Traffic is heavily congested. Stop-and-go conditions dominate. Breakdowns in flow occur.
- **Delay:** Extreme
- **Example:** Traffic jams, gridlock, or accident zones during peak periods.

LOS Description	Traffic Flow Characteristics	Delay Level	Color Code (Suggestion)
A Free Flow	Vehicles move at free speeds, full maneuverability	Minimal	 Green
B Reasonably Free Flow	Slightly restricted, but still smooth	Very Low	 Light Green
C Stable Flow	Noticeable restrictions, interactions increase	Moderate	 Yellow
D Approaching Unstable Flow	Limited freedom to maneuver, heavy traffic	High	 Orange
E Unstable/At Capacity	At or near capacity, stop-and-go possible	Very High	 Red
F Forced/Breakdown Flow	Traffic breakdown, jams, stop-and-go prevalent	Extreme	 Dark Red



Administrative Services Committee

Meeting Date: 5/27/2025

2025 – Utilities - Facilities Maintenance Division – Ford F150s

Department:	Central Services Department – Fleet Management
Presenter:	Ron Lampkin
Caption:	Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
Background:	<p>The Utilities Facilities Maintenance Division has a new Mechanical Manager position that requires a vehicle to perform operational duties and will be disposing of a Ford F150, asset #208159, for the second truck purchase.</p> <p>Fleet Management located two trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.</p>
Analysis:	The Procurement Department approved the purchase from Akins Dodge Ford via letter of intent to purchase the two Ford F150s.
Financial Impact:	<p>(2) - Ford F150 Extended Cab: Akins Ford Dodge - \$52,237.24/each</p> <p>Utilities: Facilities Maintenance GMA Lease account #506-04-3580/61.11631</p>
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.48 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.
Funds are available in the following accounts:	\$104,474.48: Utilities: Facilities Maintenance GMA Lease account #506-04-3580/61.11631



Darrell White
Interim Director

LETTER OF INTENT TO PURCHASE VEHICLES FROM AKINS FORD DODGE

This letter of intent dated, **May 13, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **Two (2) 2024 Ford F150 Extended Cab** for the below listed Departments.

Vehicles: Two (2) 2024 Ford F150 Extended Cab

The specific specifications and pricing information for this purchase are attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Akins Ford Dodge P.O. Box 280 Winder, GA 30680
3. **Vehicles Total Purchase Price:** \$104,474.48

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Two (2) 2024 Ford F150 Extended Cab	Augusta Utilities Department	Facilities Maintenance	\$104,474.48

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D White", written over a circular stamp or seal.

Darrell White

Interim Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: May 6, 2025
SUBJECT: Request LOI to purchase two Ford F150s for the Utilities Department

Central Services-Fleet Management requests LOI to purchase two Ford F150s for the Augusta Richmond County Utilities Department. Fleet Management located two trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford.

The Utilities Facilities Maintenance Division has a new Mechanical Manager position that requires a vehicle to perform operational duties and will be disposing of a Ford F150, asset #208159, for the second truck purchase.

Akins Dodge Ford is holding the trucks until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchase.

(2) 2024 Ford F150 Extended Cab: Akins Ford Dodge - \$52,237.24/each

GMA lease will be used for the purchase of the two trucks for the Utilities Facilities Maintenance Division.

Please approve the LOI in total amount of \$104,474.48 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price \$ 48,856.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70Rx17 Tires

Ford SYNC (Bluetooth)

Exterior Colors

Interior Color

Gray

YZ Oxford White

HX Antimatter Blue

B3 Atlas Blue

JS Iconic Silver

UM Agate Black

M7 Carbonized Gray

"

"

"

"

"

"

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options	Price	Code
---------	-------	------

5.0L V8 Flex Fuel engine	2,350.00	\$ 2,350.00 995
--------------------------	----------	-----------------

3.5L V6 EcoBoost engine**	2,948.00	99G
---------------------------	----------	-----

Extended range fuel tank**	410.00	655
----------------------------	--------	-----

Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00 X1C
-------------------------	----------	-----------------

4x4 Option- Regular cab	5,225.00	F1E
--------------------------------	----------	-----

4X4 Option- Super&Crew Cabs	5,525.00	\$ 5,525.00 X1E
--	----------	-----------------

Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
---------------------------	----------	------

Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
-----------------------------------	----------	----------

***** (4x4) ONLY**

Limited Slip Axle	1,345.00	XL3
-------------------	----------	-----

Daytime Running Lights	95.00	942
------------------------	-------	-----

Rear Parking Sencers		
----------------------	--	--

LT265/70R17C A/T tires	562.00	T7C
------------------------	--------	-----

Class IV Hitch (w/o tow pkg)	495.00	53B
------------------------------	--------	-----

Trailer Tow Pkg	1,525.00	53A
-----------------	----------	-----

Running boards (black)	475.00	\$ 475.00 18B
------------------------	--------	---------------

40-20-40 Cloth Split Bench	725.00	CS
----------------------------	--------	----

Rear window defroster n/a REC	305.00	57Q/924
-------------------------------	--------	---------

LED Warning Beacons

top brake light mounted	950.00	94S
-------------------------	--------	-----

Spray-in Bedliner	625.00	\$ 626.00 ATK
-------------------	--------	---------------

Carpeted floor mats	125.00	
---------------------	--------	--

XLT Package	6,650.00	303a
-------------	----------	------

Options total	\$ 14,711.00
---------------	--------------

Other vendor added equipment	\$ 3,736.50
------------------------------	-------------

Delivery	\$ 150.00
----------	-----------

Total	\$ 67,453.50
--------------	---------------------

Contact person

Agency

Phone Number

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail
laurawest1@comcast.net

QUOTE

Date	Quote #
5/5/2025	8371

Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2025 FORD F150 COUNTY PACKAGE WITH DECKED SYSTEM 15" LED MINI BAR-AMBER (CLEAR LENS) W/ MOUNTING RACK AND SWITCH	1,204.50	1,204.50
1	Misc	BACK UP ALARM 97 DECIBEL	139.00	139.00
1	Misc	5LB FIRE EXT W/ VEHICLE BRKT	109.00	109.00
1	Misc	DECKED SYSTEM FOR BED OF TRUCK *** WILL NEED BED LENGTH BEFORE THIS CAN BE ORDERED	2,089.00	2,089.00
1	Misc	TINT - 2 ROLL DOWNS & STRIP	195.00	195.00
1	LABOR	LABOR TO INSTALL	0.00	0.00
NOTE: MINI BAR , MOUNT, BACK UP ALARM & FIRE EXT IN STOCK DECKED SYSTEM-CURRENTLY IS IN STOCK WITH MANUFACTURE IN BOTH BED LENGTHS AND COULD HAVE IN HOUSE IN 3-4 DAYS*** THIS IS SUBJECT TO CHANGE AS I CAN ONLY SEE WHAT IS IN STOCK RIGHT NOW				
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days			Sales Tax (8.5%)	\$0.00
			Total	\$3,736.50



BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON		PROSPECT #				
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA										STOCK NUMBER RKF23075		DATE 05/06/25				
										TYPE - R.F.W.T.L.		FLEET#				
STREET ADDRESS				CITY			COUNTY		STATE GA		ZIP CODE					
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE					
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS							
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$47,240.00				
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #			DELIVERY		\$150.00		
VEHICLE PURCHASED										WW QUOTE		\$1,110.74				
TYPE NEW		YEAR 2024		MAKE FORD		MODEL F150		BODY EXT CAB XL				WEST WARNING		\$3,736.50		
CYLINDERS		TRANSMISSION AUTO		FUEL UNL		COLOR WHITE		TRIM VINYL		VIN 1FTFX1L58RKF23075		TOTAL PRICE INCLUDING DEALER OPTIONS		\$52,237.24		
KEY CODE		OTHER						ODOMETER				ADJUSTED PRICE INCL DISCOUNT(S)		\$52,237.24		
TRADE-IN #1										GROSS TRADE-IN ALLOWANCE		\$0.00				
YEAR		MAKE			VIN					TRADE DIFFERENCE		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					SERVICE & DOCUMENTATION FEE		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TAXABLE AMOUNT		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					SALES TAX 0%		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					TAG & TITLE FEE		\$0.00	
TRADE-IN #2										GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00				
YEAR		MAKE			VIN					PRICE INCLUDING TAX & FEES		\$52,237.24				
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$					BALANCE OWED ON TRADE(S)		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TOTAL PURCHASE PRICE W/TRADES		\$52,237.24				
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					REBATE(S) ASSIGNED TO DEALER		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					DEPOSIT RECEIPT #		\$0.00	
LIEN HOLDER										CASH DOWN RECEIPT \$		\$0.00				
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					SERVICE CONTRACT		\$0.00				
ADDRESS		CITY			STATE			ZIP CODE					GAP			
INSURANCE										UNPAID BALANCE						
COMPANY					POLICY NUMBER					NET DUE UPON DEL CASH/CHECK CONTRACT		\$52,237.24				
AGENT					PHONE											
ADDRESS		CITY			STATE			ZIP CODE								
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>																
PURCHASER'S SIGNATURE _____					ACCEPTED BY: _____											
DATE _____					DEALER OR HIS AUTHORIZED REPRESENTATIVE											
CO-PURCHASER'S SIGNATURE _____					DATE _____											



BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON		PROSPECT #			
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA										STOCK NUMBER RKF24193		DATE 05/06/25			
										TYPE - R.F.W.T.L.		FLEET#			
STREET ADDRESS				CITY			COUNTY		STATE GA		ZIP CODE				
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE				
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS						
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$47,240.00			
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #			DELIVERY		\$150.00	
VEHICLE PURCHASED										WW QUOTE		\$1,110.74			
TYPE NEW		YEAR 2024		MAKE FORD		MODEL F150		BODY EXT CAB XL				WEST WARNING		\$3,736.50	
CYLINDERS		TRANSMISSION AUTO		FUEL UNL		COLOR WHITE		TRIM VINYL		VIN 1FTFX1L58RKF24193		TOTAL PRICE INCLUDING DEALER OPTIONS		\$52,237.24	
KEY CODE		OTHER						ODOMETER				ADJUSTED PRICE INCL DISCOUNT(S)		\$52,237.24	
TRADE-IN #1										GROSS TRADE-IN ALLOWANCE		\$0.00			
YEAR		MAKE			VIN					TRADE DIFFERENCE		\$52,237.24			
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$				SERVICE & DOCUMENTATION FEE		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TAXABLE AMOUNT		\$52,237.24			
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY				SALES TAX 0%		\$0.00				
ADDRESS		CITY			STATE		ZIP CODE					TAG & TITLE FEE		\$0.00	
TRADE-IN #2										GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00			
YEAR		MAKE			VIN					PRICE INCLUDING TAX & FEES		\$52,237.24			
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$				BALANCE OWED ON TRADE(S)		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					TOTAL PURCHASE PRICE W/TRADES		\$52,237.24			
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY				REBATE(S) ASSIGNED TO DEALER		\$0.00				
ADDRESS		CITY			STATE		ZIP CODE					DEPOSIT RECEIPT #		\$0.00	
LIEN HOLDER										CASH DOWN RECEIPT \$		\$0.00			
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					SERVICE CONTRACT		\$0.00			
ADDRESS		CITY			STATE		ZIP CODE					GAP			
INSURANCE										UNPAID BALANCE					
COMPANY					POLICY NUMBER					NET DUE UPON DEL CASH/CHECK CONTRACT		\$52,237.24			
AGENT					PHONE										
ADDRESS		CITY			STATE		ZIP CODE								
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>															
PURCHASER'S SIGNATURE _____					ACCEPTED BY: _____										
DATE _____					DEALER OR HIS AUTHORIZED REPRESENTATIVE										
CO-PURCHASER'S SIGNATURE _____					DATE _____										



Administrative Services Committee

Meeting Date: May 27, 2025

Amend 23CSA006 – Design Services for Renovation to Houghton School / Juvenile Court

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
Background:	Hussey Gay Bell & DeYoung International, Inc. was awarded the contract to design a new facility for the Juvenile Court under Bid 22-174 on September 20, 2022, purchase order 23CSA006. As the project is not fully funded, a full redesign of the building is not feasible, therefore the scope will be limited to a retrofit of the existing facility. The intent of this approach is to make the facility adequately functional and appropriate for use by the Juvenile Court, ensuring it meets operational needs within the available budget.
Analysis:	Hussey Gay Bell & Deyoung International, Inc will provide updated revisions and additional concept design services for this facility.
Financial Impact:	<p>\$44,675.00 ; SPLOST VIII - Juvenile Court Project</p> <p>Original Purchase Order Amount \$839,200.00</p> <p>Revised Purchase Order Amount \$883,875.00</p>
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.
Funds are available in the following accounts:	<p>\$44,675.00 ; SPLOST VIII - Juvenile Court Project</p> <p>Original Purchase Order Amount \$839,200.00</p> <p>Revised Purchase Order Amount \$883,875.00</p>

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPLOSJ VIII
DEPARTMENT HEAD: 

REQUISITION: 23C5ADNB
REQUISITION DATE: 1/13/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

VENDOR			NAME OF BIDDER			NAME OF BIDDER			NAME OF BIDDER		
PHONE NUMBER			Hussey Gay Bell Architects of Savannah, GA								
QUOTED BY			RFP #22-174								
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Award of contract to prepare construction documents for converting the										
2	former Houghton Elementary School into space for Augusta Juvenile Court										
3	System and RCBOE										
4	Phase I - Programming and Concept Design	1	\$ 99,200.00	\$ 99,200.00							
5	Full Design and Construction Administration	1	\$ 735,000.00	\$ 735,000.00							
6	Reimbursables	1	\$ 5,000.00	\$ 5,000.00							
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
TOTAL BID			\$	839,200.00							
SHIPPING CHARGES											
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER											

Item 25.
23 JAN 18

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

September 20, 2022

Mr. Ron Lampkin, Interim Director
Central Services
2760 Peach Orchard Road
Augusta, GA 30906

Dear Director Lampkin:

At the regular meeting held Tuesday, September 20, 2022, The Augusta, Georgia Commission took action on the following:

20. Approved: Motion to approve the purchase of one new Slope Mower, Remote Type for \$60,332.00 from Jet-Vac of Atlanta, GA for the Utilities Department-Facilities Maintenance Division. (Approved by Administrative Services Committee September 13, 2022)
26. Approved: Motion to approve the award of bid #22-189, Augusta Saturday Market - Electrical Improvements in the amount of \$305,000.00 to be performed by JHC Corporation utilizing Parks and Recreation Department capital funding. (Approved by Administrative Services Committee September 13, 2022)
27. Approved: Motion to approve award of contract to prepare Construction Documents for converting the former Houghton Elementary School into space for Augusta Juvenile Court System (AJCS) and the Richmond County Board of Elections (RCBE) to Hussey Gay Bell Architects of Savannah, GA in the amount of \$99,200 (fixed fee) for Phase I, Programming and Concept Design; and \$735,000 (fixed fee) for Full Design and Construction Administration, including a \$5,000 allowance for reimbursables. RFP 22-174. (Approved by Administrative Services Committee September 13, 2022)
39. Received as information and requested a timeline: Update from the Augusta Recreation Director relative to the construction of restrooms at Diamond Lakes. (Requested by Commissioner Alvin Mason)

40. Approved: Motion to approve the purchase of two 2024 ETI ETC40IH, at a individual cost of \$176,063.00 each for a total of \$352,126.00 from Equipment Technology, LLC. (Bid 22-214) for the Engineering Department-Traffic Engineering Division and Street Lights Division. (Approved by Administrative Services Committee on August 30, 2022; deferred from the September 6, 2022 Commission Meeting).

If you have any questions, please contact me.

In Service,



Takiyah A. Douse
Interim Administrator



Central Services Department

Ron Lampkin, Interim Director
Rick Acree, Project Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-2426 Phone (706) 799-5077 Fax

MEMORANDUM

A handwritten signature in blue ink, appearing to be "RAA".

FROM: Mr. Rick Acree, Project Manager, Central Services

THROUGH: Mr. Ron Lampkin, Interim Director, Central Services Department

TO: Ms. Geri Sams, Director, Procurement Department

DATE: June 13, 2022

SUBJECT: Bid Item #22-174 Design Services for Renovation to Houghton School – Request to Enter into Negotiations

Statements of Qualifications on the referenced project were received on March 29, 2022. Procurement received six (6) compliant Statements of Qualifications (SOQ) prior to the established deadline.

The evaluation team reviewed the information provided by prospective firms using the criteria set forth in the RFQ, and in accordance with Procurement regulations on May 5, 2022. Three firms were short listed to make presentations to the committee on May 26th. As a result of these presentations, Hussey Gay Bell Architects of Savannah were found to have provided the best qualifications to design this project.

There were some concerns regarding proximity of the two user departments expressed following the evaluation, so the notification to proceed with negotiations was delayed. Those concerns have been resolved and we are prepared to move forward.

CSD Respectfully requests that the Procurement Department set up a Zoom meeting with representatives from Hussey Gay Bell to enter into negotiations for a contract to present to the Augusta Commission for approval to design the Renovation Project.

Thank you for your assistance thus far. Please do not hesitate to call if you have any questions or need additional clarification.

Cc: Takiyah A. Douse
Laquona Sanderson

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
--------------------------	--------	-------------------------------------	-----------	--------------------------	------------	--------------------------	---------

Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
---------------------------------	--

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Robert Armstrong

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
--------------------------	--------	-------------------------------------	-----------	--------------------------	------------	--------------------------	---------

Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
---------------------------------	----------------

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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User Notes: (812541231)

1

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Init.

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

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Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

Init.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022
 Exhibit A from the City of Augusta
 Exhibit B Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Init.

RFQ#22-174 and all associated Addenda

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)

ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.



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User Notes: (612541231)

EXHIBIT A

**CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR
JUVENILE COURT AND ELECTIONS BOARD**

THIS AGREEMENT is effective as of the date of the last signature, by and between **AUGUSTA, RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners (“County”) and HUSSEY GAY BELL (herein “Contractor,” collectively referred to as the “Parties.”)

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree:

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

The Contractor is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Contractor and the Project;

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.
 Conduct and document public meetings
 Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval
 Completion and presentations of design development to include monthly updates to a designated committee for the project.
 Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.
 Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.
 Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.
 Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

The law of the State of Georgia shall govern the Contract between Augusta and Contractor with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9.02 Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any subcontractor of Contractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

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

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by County. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

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 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." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.


Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

[SIGNATURES ON FOLLOWING PAGE]

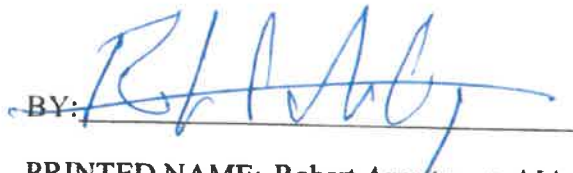
IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA:


AUGUSTA, GEORGIA

BY: 
 PRINTED NAME: HARDIE DAVIS, JR.
 AS ITS: MAYOR


CONTRACTOR:

BY: 
 PRINTED NAME: Robert Armstrong, AIA
 AS ITS: Vice President

ATTEST CLERK:


 PRINTED NAME: Lena Bonner
 AS ITS: Clerk of Commission

ATTEST:


 PRINTED NAME: C J Chance, PE
 AS ITS: Vice President

DATE: 9/23/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung
 International, Inc.
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,

P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson, II'.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL
Established 1958

1 July 2022

Nancy Williams, Contract Compliance Administrator
 Procurement Department
CITY OF AUGUSTA, GA
 535 Telfair Street, Room 605
 Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
 BOARD OF ELECTIONS
 A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

'22OCT14 4:11PM

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
---------------------------------	--

cc: File _____ Signed: Rick Acree AIA
HGB _____ Laquona _____ Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc. Date: 13-Oct-22
329 Commercial Drive Re: 22-174 Design Services for
Suite 200 Houghton Elementary School -
Savannah, GA 31406 Juvenile Center
 Attn: Robert Armstrong

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
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cc: File _____ Signed: Rick Acree AIA
HGB Laquona Project Manager
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

Init.

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

Init.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022
Exhibit A from the City of Augusta
Exhibit B Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Init.

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User Notes: (812541231)

RFQ#22-174 and all associated Addenda

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)


ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.

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User Notes:

EXHIBIT A

**CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR
JUVENILE COURT AND ELECTIONS BOARD**

THIS AGREEMENT is effective as of the date of the last signature, by and between **AUGUSTA, RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners ("County") and HUSSEY GAY BELL (herein "Contractor," collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree:

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

The Contractor is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Contractor and the Project;

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.
 Conduct and document public meetings
 Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval
 Completion and presentations of design development to include monthly updates to a designated committee for the project.
 Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.
 Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.
 Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.
 Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

The law of the State of Georgia shall govern the Contract between Augusta and Contractor with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9.02 Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any subcontractor of Contractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

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

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by County. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

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 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." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.

Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

[SIGNATURES ON FOLLOWING PAGE]

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

AUGUSTA:

CONTRACTOR:

AUGUSTA, GEORGIA

BY: 

BY: 

PRINTED NAME: HARDIE DAVIS, JR.

PRINTED NAME: Robert Armstrong, AIA

AS ITS: MAYOR

AS ITS: Vice President

ATTEST CLERK:

ATTEST:





PRINTED NAME: Lena Bonner

PRINTED NAME: C J Chance, PE

AS ITS: Clerk of Commission

AS ITS: Vice President

DATE: 9/7/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung
International, Inc.
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,



P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson II'.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL
Established 1958

1 July 2022

Nancy Williams, Contract Compliance Administrator
 Procurement Department
CITY OF AUGUSTA, GA
 535 Telfair Street, Room 605
 Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
 BOARD OF ELECTIONS
 A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

From: Timothy Schroer
Sent: Wednesday, April 12, 2023 3:29 PM
To: Laquona Sanderson
Cc: Scarlet Green; Nancy M. Williams; Ron Lampkin
Subject: RE: #22-174 Account Number

As Requested

Juvenile Court Facility
GL 330-05-1120
JL 223051102
Object code for this PO – 5212112

Ledger: JL
Report Date: 04/12/2023

JL Budgets and Actuals with Encumbrances
Fiscal Year: 2
Fiscal Period:
Budget Version: 1

Object Description	Budget	Actual	Encumbrance	Balance
223051102 Juvenile Court Facility				
5212112 Architects	839,200.00	0.00	0.00	839.2
6011110 Contingency	5,160,800.00	0.00	0.00	5,160.8
Revenue & Transfers In:	0.00	0.00	0.00	6,000.0
Expenditure and Transfers Out:	6,000,000.00	0.00	0.00	-6,000.0
Net:	-6,000,000.00	0.00	0.00	-6,000.0
Grand Total (GRV & TI):	0.00	0.00	0.00	
Grand Total (XP & TO):	6,000,000.00	0.00	0.00	6,000.0
Net:	-6,000,000.00	0.00	0.00	-6,000.0

Timothy E. Schroer, CPA, CGMA
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
✉ tschroer@augustaga.gov | 📠 Office: (706) 821-1741 | 📠 Fax: (706) 821-2520

From: Laquona Sanderson <LSanderson@augustaga.gov>
Sent: Tuesday, April 11, 2023 9:29 AM
To: Timothy Schroer <Tschroer@augustaga.gov>



LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augustaga.gov | www.augustaga.gov

LaQuona Sanderson

Thank you,

Please see the attached requisition for Craig Houghton and provide the SPLOST account number.

Tim,

From: LaQuona Sanderson
Sent: Wednesday, February 15, 2023 9:12 AM
To: Timothy Schroer <TSchroer@augustaga.gov>
Cc: Rick Acree <racree@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: FW: PO Request
Importance: High



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LaQuona Sanderson

I am reaching out to follow up on the GL & JL for the attached requisition as the vendor is requesting payment for services.

Tim,

Subject: #22-174 Account Number
Importance: High
cc: Scarlet Green <SGreen@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>

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



LaQuona Sanderson | Business Analyst | Fleet Manager
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(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augusta.gov | www.augusta.gov

LaQuona Sanderson

Thank you,

- 23CSA002
- Craig Houghton converts to Juvenile Court

Please send a copy of the following purchase orders:

Nancy,

From: LaQuona Sanderson <LSanderson@augusta.gov>
Sent: Tuesday, February 14, 2023 3:39 PM
To: Nancy M. Williams <NWilliams@augusta.gov>
Subject: PO Request

From: Nancy M. Williams <NWilliams@augusta.gov>
Sent: Tuesday, February 14, 2023 6:14 PM
To: LaQuona Sanderson <LSanderson@augusta.gov>
Subject: RE: PO Request

AUGUSTA, GEORGIA

Item 25.

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.
23CSA006

DATE 04/19/23	DEPARTMENT 051120	VENDOR PHONE # (770) 476-7782	REQUISITION/QUOTE NO. R374633
VENDOR # 13847	E-VERIFY # 398475	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR HUSSEY GAY BELL & DEYOUNG 329 COMMERCIAL DRIVE SUITE 200 SAVANNAH, GA 31416	ATTN: BID NUMBER: 22-174 CONTRACT #: 23CSA006 BUYER: NANCY
---	---

SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
---	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		DESIGN SERVICES TO CONVERT FORMER HOUGHTON ELEMENTARY SCHOOL INTO SPACE FOR AUGUSTA JUVENILE COURT AND RCBOE - PHASE I - PROGRAM AND CONCEPT DESIGN 330-05-1120/52-12112	99,200.00	99,200.00
0002	1	LS		FULL DESIGN AND CONSTRUCTION ADMINISTRATION 330-05-1120/52-12112	735,000.00	735,000.00
0003	1	LS		REIMBURSABLES 330-05-1120/52-12112	5,000.00	5,000.00

APPROVED BY COMMISSION
9/20/22, ITEM #27

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 839,200.00

APPROVED FOR ISSUE

GASAMS

489

REQUISITIONER

PROCUREMENT DIRECTOR



Central Services Department

Ron Lampkin, Interim Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

D. White
5/16/25

TO: Darrell White, Interim Director, Procurement Department

FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department

DATE: May 15, 2025

SUBJECT: Amend 23CSA006 - Design Services for Renovation to Houghton School / Juvenile Court

We respectfully ask you to accept this communication as our request to approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.

Hussey Gay Bell & DeYoung International, Inc. was awarded the contract to design a new facility for the Juvenile Court under Bid 22-174 on September 20, 2022, purchase order 23CSA006. As the project is not fully funded, a full redesign of the building is not feasible, therefore the scope will be limited to a retrofit of the existing facility. The intent of this approach is to make the facility adequately functional and appropriate for use by the Juvenile Court, ensuring it meets operational needs within the available budget.

If you have any questions or concerns, please contact the Central Services Department.

RL

HUSSEY GAY BELL*Established 1958*

16 May 2025

Ron Lampkin, Interim Director
 Central Services Department
AUGUSTA-RICHMOND COUNTY, GA
 2760 Peach Orchard Road
 Augusta, GA 30906

**RE: RENOVATION OF CRAIG-HOUGHTON SCHOOL FOR JUVENILE COURT
 PROGRAMMING & CONCEPT DESIGN ADDITIONAL SERVICES FEE PROPOSAL**

Dear Mr. Lampkin:

Per our meeting on April 17, 2025, we are pleased to present to you our additional services fee proposal for the above referenced project. As you are aware, after being on hold for many months, the project is now active. The Broad Street building, which is currently being rented by Juvenile Court, is being sold and they must move out. The Juvenile Court program now needs to be relocated into the Craig-Houghton School building ASAP. The current program and budget for the Craig-Houghton School renovation is 69,803 SF and \$38,232,000.00. However, this amount of funding is not currently available, therefore, the current program and concept design needs to be revisited and reduced down to the essentials. Per Article 4.2 of the Design Services Agreement, revising the program and concept design constitutes additional services. Our fee for these additional services will be fixed at **\$44,675.00** and breaks down as follows.

HGB Architecture:	\$10,000.00
Docka Architecture:	\$29,675.00
Gleeds Cost Estimating:	\$5,000.00
Total:	\$44,675.00

I trust you will find this proposal acceptable, if so, please sign and date below. Please let me know if you have any questions.

Sincerely

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.*Robert Armstrong, AIA*

Robert Armstrong, AIA
 Principal Architect

cc: Nolan Martin
 P J Docka, AIA
 File

ACCEPTED BY

DATE



Commission Meeting

June 3, 2025

Succession Plan, Continuing Education/Training for all Departments

Department:	N/A
Presenter:	N/A
Caption:	Have Administrator to provide an update to the succession plan, continuing education/training for all department. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Finance Committee

Meeting Date: June 3, 2025

2025 estimated Roll-back Millage Rates

Department:	Finance Department
Presenter:	Timothy E. Schroer, Interim Finance Director
Caption:	Motion to certify the estimated 2025 roll-back mill rates for County M&O and Urban Services M&O to the Board of Tax Assessors and Tax Commissioner.
Background:	<p>House Bill 581 as passed by the House and Senate of the State of Georgia and signed into law in 2024 established new procedures regarding the contents of annual notices of assessment for ad valorem property tax bills. House Bill 92 as passes by the House and Senate and signed in to law in 2025 further amended the procedure.</p> <p>Per O.C.G.A. § 48-5-306.2, each levying and recommending authority shall annually calculate its estimated roll-back rate for the current year and shall certify such rate to the county Board of Tax Assessors and Tax Commissioner no later than 15 days prior to the postmark of the annual notice of assessment.</p>
Analysis:	<p>The Tax Assessor's office is actively auditing and finalizing the 2025 valuations, with plans to mail the annual notice of assessment during the week of June 16th. Since this is a newly implemented process and valuations are still underway, it is recommended that the 2024 rollback rate be used as the estimated rate for the 2025 annual notice of assessment. This approach ensures compliance with state statutes and minimizes potential confusion.</p> <p>The 2024 rollback rates are as follows:</p> <p style="padding-left: 40px;">County M&O 6.468 mills</p> <p style="padding-left: 40px;">Urban M&O 3.535 mills</p>
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve certification of the 2024 rollback rates as the 2025 estimated rollback rates.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 3, 2025

Discussion on the new James Brown Arena

Department:	N/A
Presenter:	N/A
Caption:	Discussion on the new James Brown Arena. (Requested by Commissioner Alvin Mason)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Safety Committee

Meeting Date: 5/13/2025

Revised Ordinance Recommendations

Department:	Animal Services
Presenter:	Director Hill
Caption:	Recommend motion to approve recommended changes to Animal Ordinance
Background:	Augusta Animal Services
Analysis:	Staff is recommending changes to the Animal ordinance that will make it easier to read, provide more options for staff when dealing with a problematic dog and irresponsible owners, place more accountability on pet owners, and create more efficiency in operations.
Financial Impact:	N/A
Alternatives:	No alternatives recommended at this time
Recommendation:	Motion to approve recommended changes to the Animal Ordinance
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	James H. Hill III



AUGUSTA ANIMAL SERVICES DEPARTMENT

James H. Hill III, Director

MEMORANDUM

TO: Tameka Allen, Administrator

FROM: James H. Hill III, Animal Services Director

DATE: May 2, 2025

RE: Animal Control Ordinance Revisions

CC: Charles Jackson, Deputy Administrator

BACKGROUND

Earlier this year, the Augusta Commission directed the Augusta Animal Services Department to submit recommended city ordinance revisions to address multiple objectives. These included:

- 1) General Language Revisions
- 2) Mitigation of nuisance cat population
- 3) Measures to address irresponsible pet owners
- 4) Recommend changes regarding the Animal Control Board

Below are the specific changes that the Augusta Law Department has recommended based upon the current challenges of the Animal Services Department:

GENERAL ORDINANCE LANGUAGE

- Provide recommendations on general ordinance language where applicable
- Provide recommendations regarding "Stray hold periods"

MITIGATION OF NUISANCE CAT POPULATION

- Ability to manage nuisance cats and humanely dispose where appropriate

EFFECTIVE MEASURES TO ADDRESS IRRESPONSIBLE PET OWNERS

- Officers given more discretion when assessing situations involving dangerous dogs.
- Allows Animal Services Director ability to petition court for elimination of dog ownership
- Mandatory microchip on 1st impound
- Mandatory spay/neuter on 2nd impound

ANIMAL CONTROL BOARD

- Recommendation on the restructuring of the Animal Control Advisory Board

NEXT STEPS

Along with the enclosed agenda item and draft ordinance, I respectfully request that you submit this communication to the Augusta Commission for committee review on May 13, 2025.

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE ANIMAL CONTROL ORDINANCE OF AUGUSTA-RICHMOND COUNTY; TO REPEAL TITLE 4, CHAPTER 1 AND REPLACE CHAPTER 1 WITH A NEW CHAPTER 1; 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. Exhibit “1” is hereby repealed and replaced with Exhibit “2”.

SECTION 2. This ordinance shall become effective upon adoption.

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

SECTION 4. The numbering, heading, and titles of Exhibit “2” are not part of the legislative text and are for identification and organization purposes only, and the Clerk of the Commission shall have the authority to make such changes to those elements as is necessary for harmony with the Code.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2025.

(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 18th day of March 2025, 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, and that the second reading of the ordinance was waived thereof pursuant to the same laws.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2025.

(SEAL)

Lena J. Bonner

Clerk of Commission

Exhibit “1”

Chapter 1 ANIMALS AND FOWL

ARTICLE 1. IN GENERAL

Sec. 4-1-1. Short title.

This chapter may be cited as the Animal Control Ordinance of Augusta-Richmond County.

Sec. 4-1-2. Creation of Animal Control Department; duties of animal control officers—

Generally.

The Augusta-Richmond County Animal Control Department is hereby established, and the Commission shall employ the necessary Animal Control Officers to administer and enforce the provisions of this Chapter. The Animal Control Officers shall have the authority to issue citations for violations of this Chapter and perform such other duties as are prescribed herein. An Animal Control Officer shall wear a numbered badge identifying him as an Animal Control Officer.

Sec. 4-1-3. Organization.

The person in charge of the Augusta-Richmond County Animal Control Department shall be known as the director. The director shall enforce the provisions of this Chapter, and he or his duly authorized representative shall perform any duty imposed upon him by this Chapter.

(a) — Director. The director may appoint such numbers of officers and other employees as shall be authorized to carry out the duties of the department.

(b) — Assistant director. The director may designate an assistant director in the department, who shall, during the absence or disability of the director, exercise all the powers of the director.

(c) — Records. The director shall keep, or cause to be kept, a record of the business of the department.

(d) — Reports. The director shall annually submit a report to the Augusta-Richmond County administrator covering the work of the department during the preceding year.

Sec. 4-1-4. Implementation of state dangerous dog control law.

(a) — Designation of dog control officer. Pursuant to the provisions of the Dangerous Dog Control Law of the State of Georgia (Ga. L. 1988, p. 824), the director of animal control of Augusta-Richmond County is hereby designated dog control officer and shall administer and enforce the provisions of the Dangerous Dog Control Law.

(b) — Animal control board. There is hereby created an animal control board of ten (10) members (plus an additional two members should the Richmond County Legislative Delegation choose to appoint two members) to be appointed for terms of four (4) years, to conduct hearings as required by O.C.G.A. § 4-8-24; provided, however, the initial appointments shall be made as follows:

(1) — Except as provided herein, members of the animal control board and dangerous dog board of Richmond County and the City of Augusta who were serving on said boards on January 1, 1997, having had no fixed terms, shall serve until their successors are appointed and qualified.

(2) — Members of the Animal Control Advisory Board and the Dangerous Dog Control Board serving as of January 1, 1997, shall continue to serve until their successors are appointed by the Commissioner representing the respective District and qualified and are to represent the districts as herein set forth, to wit:

a. — Dr. Gary Wilkes — District 1

b. — VACANT — District 2

c. — Mary Walker — District 3

- d. ~~Elfriede B. Baggs~~ District 4
- e. ~~Lynn Brown~~ District 5
- f. ~~Dr. Lamar T. Walker~~ District 6
- g. ~~Carolyn Ann Marks~~ District 7
- h. ~~Linda Workman Bragg~~ District 8
- i. ~~Eleanor B. Shepherd~~ District 9
- j. ~~VACANT~~ District 10

(3) ~~The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.~~

(4) ~~The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.~~

(5) ~~Members of the board appointed by the Commissioner of the respective Districts to succeed those appointed in subsections 3 and 4 hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.~~

(6) ~~Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and until their successors are appointed and qualified. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.~~

(7) ~~All terms shall expire on March 30 of the applicable year, and new terms shall begin on April 1 of the applicable year.~~

(e) ~~Fee for ownership of dangerous dog. The owner of a dangerous dog or potentially dangerous dog shall pay an annual fee to Augusta Richmond County in the amount of one hundred dollars (\$100.00).~~

~~Sec. 4-1-5. Riding horses, etc., in disorderly manner.~~

~~It shall be unlawful for any person to run or ride any horse, mule or other animal in a disorderly manner through the streets of Augusta Richmond County.~~

~~Sec. 4-1-6. Duties and responsibilities of board members.~~

~~Members of the Animal Control Board shall have as their duties and responsibilities, in addition to administering the Dangerous Dog Control Law, as provided in Section 4-1-4 hereof, the following:~~

(a) ~~To work actively in educating the public as to the need for sterilization of dogs and cats;~~

(b) ~~To attend meetings of the Animal Control Board;~~

(c) ~~To review and make recommendations to control the animal population; and~~

(d) ~~To notify the appropriate authorities of a vacancy on the Animal Control Board so that a person may be appointed to complete unexpired or full terms.~~

~~(Ord. No. 6254 , § 1, 4-4-2000; Ord. No. 7524 , § 1(exh. A), 2-16-2016)~~

~~Sec. 4-1-7. Animal Services Advisory Board by laws.~~

~~ARTICLE I~~

~~PURPOSE AND ROLE~~

SECTION 1. The Animal Services Advisory Board (hereinafter "ASAB") shall be constituted to advise the city of Augusta and the Animal Services Director on matters pertaining to animal services through recommendations and reports. The ASAB is a recommending body. The Animal Services Director does not report to or work for the ASAB. The ASAB must remain committed to the following principle that Animal Services is a public safety agency.

SECTION 2. The ASAB shall seek out and recommend programs that may enhance the animal services in Augusta, Georgia.

SECTION 3. The ASAB shall make recommendations to enhance animal welfare and safety.

SECTION 4. The ASAB shall seek out and recommend alternate funding sources to startup or sustain animal services programs.

SECTION 5. The ASAB shall take the lead in recruiting qualified volunteers who are interested in serving to enhance Augusta, Georgia's Animal Services.

ARTICLE II

MEMBERSHIP

SECTION 1. The ASAB shall consist of ten (10) members. Each appointee shall be designated by the commission council member representing a designated district. Each of the ten (10) members of the ASAB shall be nominated by the individual Commissioner representing District 1, District 2, District 3, District 4, District 5, District 6, District 7, District 8, District 9, and District 10. Each member of the ASAB appointed pursuant to this paragraph shall be required to reside in the district of the appointing Commissioner.

SECTION 2. In addition, two (2) members may be recommended by the Augusta-Richmond County delegation in the General Assembly of Georgia and appointed by the Augusta, Georgia Commission. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

SECTION 3. In the event that there are unfilled vacancies on the ASAB for any period of time, a ASAB consisting of six (6) or more members may exercise all powers delegated to the ASAB until the vacancies are filled.

SECTION 4. Advisory Board members may resign by submitting a written resignation to their appointing authority, copying the Chairman of the Advisory Board, the Director of Animal Services, and the Clerk of Commission.

SECTION 5. Each ASAB member shall serve at the pleasure of their appointing commissioner and may be removed at any time, with or without cause.

SECTION 6. Members of the ASAB serving as of January 1, 2016, shall serve until their fixed term has expired and continue to serve until their successors are appointed and qualified by the Commissioner representing the respective Districts.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 1. CHAIRMAN. A Chairman shall be elected by the ASAB from among its members for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Chairman shall serve as such for no more than two (2) consecutive terms.

A. The Chairman shall preside over the ASAB and shall have the right to vote.

B. The Chairman shall decide all points of procedure, subject to these bylaws and the latest edition of Roberts Rules of Order, unless otherwise directed by the majority of the ASAB in session at the time.

C. The Chairman shall appoint any committees found necessary to investigate any matters before the ASAB.

~~SECTION 2. VICE-CHAIRMAN. A Vice-Chairman shall be elected by the ASAB from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Vice-Chairman shall serve no more than two (2) consecutive terms.~~

~~A. The Vice-Chairman shall serve as "Acting Chairman" in the absence of the Chairman or when that officer has to refrain from participation because of a conflict of interest and shall have the same powers and duties as the Chairman.~~

~~B. The Vice-Chairman shall have the right to vote.~~

~~C. Upon the resignation or disqualification of the Chairman, the Vice-Chairman shall assume the chairmanship for the remainder of the unexpired term or until a new Chairman is elected.~~

~~SECTION 3. SECRETARY~~

~~A. The Secretary of the ASAB shall be responsible for keeping records of board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each board member, and assuring that ASAB records are maintained.~~

~~B. Notice of Regular Meetings—Notice of the time, place, and dates of regular meetings (e.g., the Advisory Board's monthly meeting) must be made available to the general public and be posted in a conspicuous place at the regular meeting place of the agency and must be posted on Augusta's website. For any meeting that is not conducted at the regular meeting place or time, Augusta, Georgia, through its Advisory Board must post the time, place, and date of the meeting for at least (24) hours at the regular meeting location and give written or oral notice at least (24) hours in advance of the meeting to the legal organ of the county or a newspaper with equal circulation. In counties in which a legal organ is published less than four times per week, the time, place, and date of the meeting must be posted for at least (24) hours at the regular meeting location and, upon written request from broadcast or print media in the county, notice must be provided to the requesting media outlet (24) hours in advance of the meeting. Upon written request from any local broadcast or print media outlet, a copy of the meeting's agenda must be provided by fax, by e-mail, or by mail through a self-addressed, stamped envelope provided by the requester.~~

~~C. Notice of Special/Emergency Meetings—For emergency meetings (i.e., meetings with less than (24) hours notice), the meeting notice must include the date, time and location of the meeting, the subjects expected to be covered at the meeting and the reason for meeting with less than (24) hours notice.¹~~

¹ OCGA §50-14-1(d)(3).

~~Notice must be provided to the county legal organ or a newspaper with greater circulation in the county than the legal organ. Notice must also be provided by telephone, fax or e-mail to any broadcast or print media outlet whose place of business and physical facilities are located in the county when such media outlet has made written request for such notice within the previous calendar year. The Secretary of the Advisory Board shall ensure that the Clerk of Commission and the public are aware of all special called meetings or emergency meetings of the board.~~

~~SECTION 4. ELECTIONS. Election of the ASAB officers shall be held during the regular meeting in December, with newly elected officers taking office in the following January. To be~~

considered for office a committee member must have served on the ASAB for at least one (1) calendar year.

~~SECTION 5. TERMS OF APPOINTMENT. Each ASAB member shall serve at the pleasure of their appointing authority and can be removed from the ASAB by the appointing authority, with or without cause, at any time. For all members appointed by individual Commissioners, the term of membership shall coincide with the appointing Commissioners term of office. Members may continue to serve on the ASAB until their successors are appointed and qualified. Members of the ASAB shall not receive a salary unless such is provided for by the Augusta, Georgia Commission.~~

~~SECTION 6. CONFLICT OF INTEREST MEMBERS. In connection with any actual or possible conflict of interest, the interested board member must disclose the existence of the conflict and be given the opportunity to disclose all material facts to the ASAB. At any time the ASAB is to undertake any official action which will affect a monetary or other vested interest of a member of the Commission, that ASAB member shall reveal the existence of that interest to the Commission at the next meeting after the member becomes aware of the conflict of interest. The ASAB member shall abstain from voting on that matter.~~

~~SECTION 7. RESIGNATION. Advisory Board members may resign by submitting a written resignation to their appointing authority, copying the Chairman of the Advisory Board and the Clerk of Commission.~~

~~SECTION 8. STAFF LIAISON. The Augusta Animal Services Department shall serve as the staff liaison for the ASAB. The Director, or designee, shall assist the Chairman in preparing meeting agendas, recording and transcribing the minutes of all meetings, and handling all related correspondence with Committee members. The Animal Services Department shall be responsible for notifying the Clerk of Commission and the general public with advanced notice of all meetings of the ASAB in accordance with the Georgia Open Meetings Act.2~~

~~2 OCGA §§ 50-14-1 et seq.~~

~~ASAB support shall not restrict the Animal Services Departments ability to carry out its primary service mission.~~

~~SECTION 9. VOTING~~

~~A. — Each Committee member, including the Chairman and Vice Chairman, shall vote. A committee member shall abstain from voting in the event of a conflict of interest. The committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.~~

~~B. — Voting by proxy or absentee is prohibited.~~

~~SECTION 10. ATTENDANCE AT MEETINGS AND REMOVAL OF MEMBERS. Faithful and prompt attendance at all meetings of the ASAB, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the ASAB. Should a member fail to attend three (3) consecutive regular meetings of the ASAB, and should there be no adequate excuse for such absences, the ASAB, by a majority vote may remove such person from membership and shall recommend to the appointing authority that a vacancy exists and that the vacant position be filled in an expeditious manner. The determination as to what constitutes "adequate excuse" shall be determined by a majority vote of the ASAB.~~

~~SECTION 11. QUORUM. A quorum of the ASAB shall consist of a majority of the total number of members of the Advisory Board. For purposes of calculating a quorum, vacant seats shall not~~

be considered. Where no quorum exists no official meeting can take place; no official action can take place; and no minutes are to be created.

~~SECTION 12. MEETINGS. Meetings will be conducted according to the latest version of Roberts Rules of Order, except as modified by these by-laws. Regular Meetings: Regular meetings of the Animal Services Advisory Board shall be held on the third Thursday of each month at 5:45 P.M. in the Augusta Animal Services Department, 4164 Mack Lane, Augusta, GA 30906, or in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chairman, with the concurrence of a majority of the ASAB, may set an alternate date for the meeting. The Secretary of the ASAB shall have the responsibility of notifying the Clerk of Commission and others of the date, time and location of meetings of the ASAB as required by the Georgia Open Meetings Act.~~³

~~3 OCGA §§ 50-14-1 et seq.~~

If a quorum is not present at a regular meeting of the Committee, a special meeting may be held within fourteen (14) working days from such scheduled meeting.

~~SECTION 13. SPECIAL/EMERGENCY MEETINGS. Special meetings of the ASAB may be called at any time by the Chairman. At least forty-eight (48) hours' notice of the time and place of special meetings shall be given to each member of the ASAB and the Secretary. The Secretary shall have the responsibility of notifying the Clerk of Commission and others as required by the Georgia Open Meetings Act.~~

~~SECTION 14. CANCELLATION OF MEETINGS. Regularly scheduled meetings can be cancelled or postponed whenever there is no business for the ASAB to consider. The Chairman may dispense with a regular meeting by giving notice to all board members not less than twenty-four (24) hours prior to the time set for the meeting.~~

~~SECTION 15. ADJOURNED MEETINGS. Should the business before the Advisory Board not be completed, the Chairman may adjourn the same from day to day until the matters before the Advisory Board are completed.~~

~~SECTION 16. OPEN MEETINGS.~~

~~Unless otherwise determined in advance, all meetings of the ASAB will be open to the public. Once an open meeting has begun, it will not be closed for any reason. All materials brought before, or presented to, the ASAB during the conduct of an open meeting, including the minutes of the proceedings of an open meeting, will be available to the public for review or copying at the time of the scheduled meeting.~~

~~Members of the public may attend any meeting or portion of a meeting that is not closed to the public and may at the determination of the Chairman, offer oral comment at such meeting.~~

~~Comments will be limited to five (5) minutes. The Chairman may decide in advance to exclude oral public comment during a meeting, in which case the meeting announcement will note that oral comment from the public is excluded and will invite written comment as an alternative.~~

~~Members of the public may submit written statements to the ASAB at any time.~~

~~SECTION 17. AGENDA, SUMMARY AND MINUTES.~~

~~A. — The agenda for each meeting shall be prepared by the Secretary at the direction of the Chairman. The order of business before the board shall be: (1) Determination of Quorum, (2) Approval of Minutes of the Previous Meeting, (3) Reports, (4) Old Business, (5) New Business, (6) Announcements, (7) Adjournment.~~

~~B.—— An agenda of all matters expected to come before the ASAB must be made available upon request and must be posted at the meeting site as far in advance as is practicable during the two weeks prior to the meeting.~~⁴

~~4 OCGA §50-14-1(e).~~

~~If a particular issue is not included on the posted agenda it may still be considered by the board if it is deemed necessary to address it. The clear intent of this provision is to ensure that the public is informed of the matters that will come before the body.~~

~~C.—— Members of the public shall be allowed access to the meeting and must be allowed to make visual and sound recordings of the open portions of any meeting.~~⁵

~~5 OCGA § 50-14-1(e).~~

~~D.—— A written summary of the subjects acted on and a list of the members attending the meeting must be prepared and made available within two (2) business days of the meeting.~~⁶

~~6 OCGA § 50-14-1(e)(2)~~

~~Minutes of the meeting must be prepared and made publicly available after having been approved as official: such approval is to occur at the next regular meeting of the agency. The minutes must, at a minimum, contain the names of the members present at the meeting, a description of each motion or other proposal made, a record of who made and seconded each motion, and a record of all votes including who voted for and who voted against each motion. It shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining. For meetings with less than (24) hours notice, the minutes must also describe the notice given and the reason for the emergency meeting.~~

~~SECTION 18. STAFFING ARRANGEMENTS.~~

~~Assistance shall be provided to the ASAB by the Augusta Animal Services Department staff. The Animal Services Department staff shall assist the Director, or designee, in coordinating all information submitted from other sources to the Committee.~~

~~Specifically, it shall be the responsibilities of the Animal Services staff, under the direction of the Director, to:~~

~~A.—— Make available, in conjunction with the Chairman, relevant information and prepare recommendations.~~

~~B.—— Make available copies of comments, proposals or any other information submitted from other sources, in accordance with the Georgia Open Records Act and Georgia Open Meetings Act in a timely fashion.~~

~~C.—— Serve as a liaison between the ASAB and other departments.~~

~~SECTION 19. NOTICE AND PUBLIC INFORMATION. The Animal Services Director, or designee, is required to comply with guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.~~

~~SECTION 20. AMENDMENTS. All amendments, modifications, or changes initiated by the ASAB to these by-laws shall first receive an affirmative vote of two-thirds majority of the~~

members of the ASAB. All amendments, modifications, or changes require the legislative authorization of the Augusta Board of Commissioners before becoming effective.
(Ord. No. 7524, § 2(exh. B, § 4-1-7), 2-16-2016; Ord. No. 7555, § 1(exh. A), 12-20-2016)

Sec. 4-1-8. Procedures for classifying vicious dogs and dangerous dogs; notice; hearing.

(a) — Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.

(b) — If the animal control officer believes that a dog subject to classification as a dangerous dog or vicious dog poses a threat to public safety, the dog may be immediately impounded and the dog owner shall be responsible for all costs resulting from such impoundment.

(c) — When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within (72) hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing from the authority on the animal control officer's determination. A hearing request must be provided to the Animal Services Department within (15) days after the date shown on the notice. The notice shall also provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes under this article.

(d) — When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within (30) days after the request is received; provided, however, that such hearing may be continued by the authority for good cause shown. At least (10) days prior to the hearing, the authority conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the authority conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.

(e) — Within (10) days after the hearing, the authority which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized pursuant to OCGA § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.

(f) — Judicial review of the authority's final decision may be had in accordance with OCGA § 50-13-19.

(g) — The judge in any superior court of competent jurisdiction within this state may order the euthanasia of a dog if the court finds, after notice and opportunity for a hearing as provided by this article, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:

(1) — The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or

(2) — Any local government authority has filed with the court a civil action requesting euthanasia of the dog.

(h) — A dog that is found, after notice and opportunity for a hearing as provided by this article, to have caused a serious injury to a human on more than one occasion shall be euthanized;

provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.

State law reference(s)—Responsible Dog Ownership Law. OCGA § 4-8-20 et seq.

~~Sec. 4-1-9. Requirements for possessing a vicious or dangerous dog.~~

~~(a) — It shall be unlawful for an owner to have or possess within this state a vicious or dangerous dog without a certificate of registration issued in accordance with the provisions of this Code. Certificates of Registration shall be nontransferable and shall only be issued to a person (18) years of age or older.~~

~~(b) — Unless otherwise specified by this Code section, a certificate of registration for a vicious or dangerous dog shall be issued only if the dog control officer determines that the following requirements have been met:~~

~~(1) — The owner has an enclosure designed to securely confine the vicious or dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious or dangerous dog from leaving such property; and~~

~~(2) — Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;~~

~~(3) — A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dangerous or vicious dog;~~

~~(c) — Except as provided in subsections (d), (e) and (f) of this Code section, a certificate of registration for a vicious dog shall be issued only if the dog control officer determines that the additional requirements have been met:~~

~~(1) — The owner maintains and can provide proof of general or specific liability insurance in the amount of at least (\$50,000.00) issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.~~

~~(d) — No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.~~

~~(e) — No person shall be the owner of more than one vicious dog.~~

~~(f) — No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:~~

~~(1) — A serious violent felony as defined in OCGA § 17-10-6.1; or~~

~~(2) — The felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or~~

~~(3) — A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.~~

~~(g) — Certificates of registration shall be renewed on an annual basis. The owner of a vicious or dangerous dog shall pay an annual registration fee at the time the certificate of registration is issued. The annual registration fee shall be in the amount of one hundred dollars (\$100.00). Certificates of registration shall be renewed in the month of the initial registration. At the time of renewal of a certificate of registration for a vicious or dangerous dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within (10) days of the renewal date or initial classification date shall constitute a violation of this article.~~

(h) — ~~The owner of a vicious or dangerous dog shall notify the dog control officer within (24) hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within (24) hours if the dog has died or has been euthanized.~~

(i) — ~~A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished for euthanasia to a governmental facility or veterinarian.~~

(j) — ~~The owner of a vicious or dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the vicious or dangerous dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.~~

(k) — ~~Any dog classified prior to July 1, 2012 as a potentially dangerous dog shall on and after that date be classified as a dangerous dog under this article.~~

(l) — ~~Any dog classified prior to July 1, 2012 as a dangerous dog in this state shall on and after that date be classified as a vicious dog under this article.~~

(Ord. No. 7524, § 2(exh. B, § 4-1-9), 2-16-2016)

Sec. 4-1-10. ~~Restrictions on permitting vicious or dangerous dogs outside of a proper enclosure.~~

(a) — ~~It shall be unlawful for an owner of a vicious or dangerous dog to permit the dog to be outside a proper enclosure unless:~~

(1) — ~~The dog is muzzled. The muzzle shall be made in a manner that will prevent the dog from biting any person but not cause injury to the dog nor interfere with its vision or respiration, or~~

(2) — ~~The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or~~

(3) — ~~The dog is contained in a closed and locked cage or crate.~~

(b) — ~~It shall be unlawful for an owner of a vicious or dangerous dog to permit the dog to be unattended with a minor.~~

(Ord. No. 7524, § 2(exh. B, § 4-1-10), 2-16-2016)

Sec. 4-1-11. ~~Confiscation of dogs; grounds; disposition.~~

(a) — ~~A vicious dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or any other person authorized by the dog control officer if:~~

(1) — ~~The dog is not validly registered as required by this article; or~~

(2) — ~~The dog is not maintained in a proper enclosure as defined in the article; or~~

(3) — ~~The dog is outside a proper enclosure in violation of this article.~~

(b) — ~~In addition, a vicious dog shall be confiscated in the same manner as a dangerous dog if the owner of the dog does not secure and maintain the liability insurance required by this article.~~

(c) — ~~Any dog that has been confiscated under the provision of this section shall be returned to its owner upon the owner's compliance with the provisions of this article as determined by the dog control officer and upon the payment of reasonable confiscation and housing costs. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner's recovery of the dog. In the event the owner has not complied with the provisions of this section within twenty (20) days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner and the owner shall be required to pay all fines, costs of housing, and euthanasia.~~

(d) — ~~Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-11), 2-16-2016)

Sec. 4-1-12. Violations; penalties.

(a) — ~~The owner of a classified dog who violates the applicable provisions of this article or whose classified dog is subject to confiscation under subsection of this article shall be guilty of a misdemeanor.~~

(b) — ~~Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.~~

(c) — ~~A refusal to surrender a dog subject to confiscation shall be a violation of this article.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-12), 2-16-2016)

Sec. 4-1-13. Nuisance.

(a) — ~~No person shall keep or maintain, or cause or permit to be kept or maintained, upon any premises, any dog which by habitual and continual barking, howling, baying, or whining shall disturb the peace and comfort of any neighborhood or interfere with the reasonable and comfortable enjoyment of life or property by any person.~~

(b) — ~~No person shall allow their dog individually or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance which is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.) and/or a cumulative period in excess of one hundred twenty (120) minutes during any twenty four (24) hour period.~~

(c) — ~~No person shall keep or maintain, or cause or permit to be kept or maintained, any dog owned by him or in his possession or under his control which habitually commits a nuisance upon the property of any other person.~~

(d) — ~~No person shall keep or maintain, or cause or permit to be maintained, any aggressive threatening dog on a property that is charging a fence that the animal can reasonably jump over and that is deemed a danger to the neighbors or public by both an animal services officer as well as one of the following: an animal services field supervisor, the Director of Animal Services (or the Director's designee). Owners of such dogs must eliminate the threat created thereby in one of the following ways:~~

(1) — ~~Immediately remove the dog from the premises; or~~

(2) — ~~Enclose the dog in an enclosure designed to securely confine such dog on the owner's property, indoors, or in a securely locked and enclosed pen, or structure suitable to prevent such dog from leaving such property; or~~

(3) — ~~Install a dig proof fence of sufficient height so that such dog cannot jump over it or otherwise escape; or~~

(4) — ~~Use another method as permitted by this Code to secure such dog so that it cannot escape.~~

(e) — ~~No person shall keep or maintain, or cause to be kept or maintained, any unconfined dog which habitually attacks, or barks at passing pedestrians, vehicles, or other users of the public sidewalks, streets and highways.~~

(f) — ~~The owner or possessor of every animal shall be responsible for the immediate removal of any excrement deposited by their animal on public walks, recreation area, or private/public property, or city owned buildings.~~

(g) — ~~No citation for violation of this Section shall be issued unless at least one written warning, signed by an Augusta Animal Control Officer or Law Enforcement Officer and at least one Complaint, has been issued to an owner or keeper of the dog or dogs that have exceeded the noise limits. Such written warning shall contain the date and time when the violation occurred and a brief explanation of the nature of the noise Complaint. Once a written warning has been issued, a citation may be issued for any violations that occurred seven (7) or more days after the written warning without the necessity of an additional warning.~~

(h) — ~~A citation shall be issued; or finding for a violation of this Section only where at least one complaining witnesses has signed Complaint; except that only a citation may be issued under either of the following circumstances:~~

1) — ~~An Animal Control Officer or Law Enforcement Officer has personally investigated the Complaint of a single complainant and observed the nature and duration of the behavior exhibited and/or noise created by the dog and can testify as to such observation, or~~

2) — ~~A complainant has presented to the Animal Control Officer or Law Enforcement Officer at the time of the Complaint other credible and admissible corroborative evidence of the alleged violation such as a video recording with a date stamp.~~

(i) — ~~Any person who violates any provisions of this Section shall be guilty of a misdemeanor. Each and every violation of the provisions of this Section shall constitute a separate offense.~~

(j) — ~~To file a complaint against a neighbor whose dog barks excessively or at inappropriate hours, contact Augusta Animal Services to report the barking dog.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-13), 2-16-2016)

Secs. 4-1-14 thru 4-1-15. Reserved.

ARTICLE 2. ANIMALS

Sec. 4-1-16. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Abandoned an animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of (48) hours, regardless of where such animal may be found or kept.

Animal Services Advisory Board shall include the following Animal Control Advisory Board, the Animal Control Board, the Dangerous Dog Board, the Dangerous Dog Control Board, and the Authority referenced in AUGUSTA, GA CODE Sec. 4-1-8.

Augusta, Georgia shall be defined to include all areas within the territory limits of Richmond County, Georgia, except those excluded by federal or state law.

Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law OCGA § 4-8-21.

Cruelty means causing death or unjustifiable pain or suffering to an animal by any act, omission, or neglect.

Dog Park means a place recognized and operated as a secure place where dogs are allowed to play without a leash, so long as Handlers of such dogs comply with Dog Park Rules.

Domestic animals. Dogs and cats and other animals that live and breed in a tame condition.

~~Ear Tip. A mark identifying a feral cat as being in a TNR program, specifically, the removal of approximately three eighths of an inch off the tip of the cat's left ear in a straight line, while the cat is anesthetized.~~

~~Feral Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate and return the feral cat, provides volunteer care to a feral cat.~~

~~Handler. Any owner or other person responsible for a dog utilizing the off leash area of a Dog Park. A Handler must be age eighteen (18) years or older.~~

~~Livestock. All animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.~~

~~Owner means any person or any legal entity, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a feral cat as a feral cat caregiver.~~

~~Public roads. Any street, road, highway, or way, including the full width of the right of way, which is open to the use of the public for vehicular travel.~~

~~Running at Large or Straying means any animal which is not under manual control of a person and which is on any public road or street of Augusta, Georgia, or on any property not belonging to the owner of the animal, unless by permission of the owner of such property.~~

~~Sanitary conditions means an animals' living space, shelter, or exercise area that is not contaminated by health hazards, waste, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.~~

~~Trap Neuter Return/TNR. A non-lethal approach to feral cat population control where feral cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.~~

~~Urban Services District. That area coterminous with the boundaries of former City of Augusta, Georgia as said boundaries existed as of December 31, 1995.~~

~~(Ord. No. 7041, § 1, 4-1-2008; Ord. No. 7524, § 4(exh. D, § 4-1-16), 2-16-2016)~~

~~Sec. 4-1-17. Vaccination; when required.~~

~~(a) — No owner shall own any dog or cat over four (4) months of age within Augusta-Richmond County unless such dog or cat is vaccinated. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government-operated or licensed animal shelter. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest Compendium of Animal Rabies Vaccines and Recommendations for Immunization published by the National Association of State Public Health Veterinarians.~~

~~(b) — No person shall vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine.~~

~~Sec. 4-1-18. Evidence of vaccination.~~

~~(a) — Certificate of vaccination. Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One (1) copy of the certificate shall be given to the owner, one (1) copy filed with the Richmond County health department, and one (1) copy retained by the veterinarian. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags. The certificates of vaccination~~

furnished to the Richmond County health department shall be maintained in an orderly indexed file for a period of not less than three (3) years.

(b) — Vaccination tags. Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number as the certificate and the year thereon to be attached to the collar or harness worn by the dog or cat for which the certificate has been issued.

(c) — Where three-year vaccine used. When the animals have been vaccinated with a three-year rabies vaccine, the director may issue or cause to be issued an annual certificate of vaccination and a rabies vaccination tag each year for the two (2) additional years of the three-year vaccination period provided the Richmond County health department's file copy of the certificate of vaccination shows that the animals have been given a three-year rabies vaccine; in the event the Richmond County health department's file copy of the certificate of vaccination is unavailable, the owner's copy or the veterinarian's copy of same may be substituted therefor.

Sec. 4-1-19. Collar required, unauthorized removal of collar.

(a) — Collar required. It shall be unlawful for the owner of any dog in Augusta to allow such animal to be without a collar. Identification and rabies vaccination tag are not required to be attached to training collar and/or choke collars.

(b) — It shall be the duty of each dog owner to provide a collar with identification as provided herein and inoculation tag for each animal, except when such animal is under immediate control of the owner and is participating in an animal show or exhibition.

(c) — It shall be unlawful for any person to remove a collar from any animal without the consent of its owner or possessor, unless under the control of the animal services department.

(d) — Any animal shipped or transported through or entering Augusta only for the purpose of a temporary stay, when such stay shall not exceed fifteen (15) days, (ex: circus, futurity animals) shall be exempt from collar and tag sections of this article. However, all other provisions of Federal, state, and local laws are applicable to such transient animals.

(Ord. No. 7524, § 5(exh. D), 2-16-2016; Mo. of 3-26-2019)

Sec. 4-1-20. Unauthorized attachment and removal of tags, collars.

It shall be unlawful for any person to attach a vaccination tag to any dog for which it was not issued, or to remove a vaccination tag or collar from a dog without the consent of its owner or custodian.

Sec. 4-1-21. Duty of owner to keep dog and cat under control; stray animals prohibited.

(a) — It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions.

(b) — An animal is considered not under restraint or under immediate control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:

(1) — ~~It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, and that such enclosure is securely locked at any time the animal is left unattended; or~~

(2) — ~~It is on a leash and under the immediate control of an owner, or it is off leash and obedient to and under voice command of the owner who is in the immediate proximity of the animal any time it is not restrained as provided for in subsection (1) while on the owner's property. Vicious Dogs require adult supervision at all times.~~

(c) — ~~The owner or custodian exercising care and control over any animal which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be liable to the owner of such livestock, poultry, or pet animal for injury, death, or damage caused by said animal. The owner or custodian of said animal shall be liable for any damage caused by such animal to public or private property. The liability of the owner or custodian of the animal shall include consequential damages.~~

(d) — ~~This section is to be considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might attach to the owner of any livestock, poultry, or pet animal.~~

(e) — ~~Augusta, Georgia does not sanction Trap Neuter Return/TNR programs at this time, in the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia will not pursue outdoor cats without complaints.~~

~~(Ord. No. 7041, § 1, 4-1-2008; Ord. No. 7524, § 6(exh. E), 2-16-2016)~~

~~Sec. 4-1-22. Dogs on public streets to be on leash, etc.~~

~~It shall be unlawful for any dog to be upon the public streets, except on a leash and accompanied by an individual, or except when enclosed within a vehicle, cage, carton, crate, box or other suitable container to prevent escape.~~

~~Sec. 4-1-23. Impounding dogs and cats at large.~~

~~Any and all dogs and cats found running at large upon public places (other than Dog Parks) or found on the premises of another in violation of this Article shall be immediately impounded by the Animal Control Department of Augusta-Richmond County.~~

~~(Ord. No. 7041, § 1, 4-1-2008)~~

~~Sec. 4-1-24. Impounding dogs and cats where owner unknown.~~

~~In the event the owner of a dog or cat is not known and such animal is upon the streets, alleys, sidewalks, school grounds, public places, or premises of another, any law enforcement officer or agent or employee duly authorized by Augusta-Richmond County shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article.~~

~~Sec. 4-1-25. Disposition of impounded animals.~~

(a) — ~~It shall be the duty of the Augusta Animal Services Department officers to impound any dangerous, vicious, guard, or protection dogs not confined, chained or muzzled as provided in the section; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; any animal not wearing the rabies inoculation tag required by state statute or local ordinance; any abandoned animal; any prohibited animal and any animal unrestrained in Augusta.~~

(b) — ~~The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid all fees and charges assessed.~~

(c) — ~~Impounded dogs and cats will be vaccinated for rabies if no proof of current vaccination exists at the owner's expense.~~

(d) — ~~Any impounded animal not claimed within five (5) business days of impoundment shall be considered relinquished to the Augusta Animal Services Department, in which event all rights of ownership shall vest in Augusta, Georgia and the owner shall have no further claim to such animal.~~

~~The Augusta Animal Services Department shall make a concerted effort to contact the owner of any impounded animal using microchip technology, animal collar and tags, rabies shot records and any other sources such as neighbors and neighborhood contacts.~~

(e) — ~~Augusta, Georgia shall have the exclusive right to dispose of all animals that have been deemed relinquished in any manner deemed appropriate in accordance with this chapter.~~

~~(Ord. No. 7524, § 7(exh. F), 2-16-2016; Mo. of 3-26-2019)~~

~~Sec. 4-1-26. Abandonment.~~

~~No person shall release an animal on any property, public or private, with the intention of abandoning the animal.~~

~~(Ord. No. 7524, § 8(exh. G), 2-16-2016)~~

~~Sec. 4-1-27. Cruelty to animals.~~

(a) — ~~Prohibited acts. No person shall, by his act, omission or neglect, cause unjustifiable physical pain, suffering or death to any living animal. This section does not apply to killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the fish and game laws of this state. Killing or injuring an animal for humane purposes or in the furtherance of medical or scientific research is justifiable.~~

(b) — ~~Permitted acts. No person shall be liable for killing or otherwise performing a cruel action on any animal when such person is:~~

(1) — ~~Defending his or her person or property, or the person or property of another from injury or damage being cause by that animal; or~~

(2) — ~~Defending against injury or damage to any livestock, poultry or pet animal.~~

(c) — ~~Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by OCGA § 16-12-4 or by this chapter as inhumane treatment may be retained by Augusta Animal Services until such time as the case is disposed of by the judge of any court of competent jurisdiction within the state capable of hearing the matter.~~

(d) — ~~Physical abuse. It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance; drive over or otherwise cruelly set upon any animal; except that reasonable force may be employed to drive off vicious or trespassing animals.~~

(e) — ~~Failure to care for and maintain.~~

~~It is unlawful for any person to fail, refuse or neglect to provide any animal in his charge or custody, as owner, with proper food, water, shelter, or necessary veterinary medical attention appropriate to the circumstances. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and which meets all requirements established by the Richmond County Health Department guidelines regarding same.~~

Necessary veterinary medical attention means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent the animal from suffering from; infection, infestation, disease; or any other medical condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of communicable disease.

(f) — No animal shall be transported in the trunk of a vehicle or under a pick-up truck's bed cover or "low profile" cover.

(g) — Authority of animal services department in case of animal neglect. Whenever the Animal Services department finds that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Services department may pick up such animal for protective care; and in the event of sickness or injury, the Animal Services department may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal. In the event such animal is later released to its owner, in the discretion of the Director of Animal Services or his or her designee, said owner shall be required to reimburse the Animal Services Department for any expenses incurred in taking any action to care for said animal.

(Ord. No. 7524, § 9(exh. H), 2-16-2016)

Sec. 4-1-28. Permitting female dog in heat to roam free.

All female dogs in heat shall be restrained such that they cannot roam or run free beyond the limits of the property of their owners. It shall be unlawful for the owner or person responsible for the care of such animal not to so restrict or confine said female dog.

Sec. 4-1-29. Disposal of dead animals.

(a) — It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the dead animal. Such person shall dispose of the dead animal as provided for in this Code Section or in accordance with Federal or state law. Dead animals shall not be abandoned in wells, open pits, or surface waters of any kind on private or public land.

(b) — No person shall dispose of a dead animal on the land of another without the permission of the owner of the land.

(c) — Dead animals must be properly buried, incinerated, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill.

(d) — It shall be unlawful for the owner of any dead animal carcass to allow the same to remain on the property without disposing of same as provided for herein. If any such owner violates this section, the Commission, through its agents and employees, shall proceed to remove and dispose of such dead animal carcass, and the owner shall be liable for repayment of all fees for such removal and disposal.

(e) — Dead livestock, including horses, cattle and any other large animals must be disposed of by the animal owner or property owner at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. All expenses associated with disposal shall be the responsibility of the animal owner or property owner.

(f) — Methods which can be used for disposal of dead animals are burial, incineration in an approved incinerator, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. Disposal of animal carcasses by either of the approved methods must be completed within (12) hours after death or discovery. If incineration is chosen, the entire carcass must be

~~reduced to ashes in the incineration process. Carcasses which are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.~~

~~State law reference(s) — Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.
(Ord. No. 7524, § 10(exh. I), 2-16-2016)~~

~~Sec. 4-1-30. Urban Services District declared bird sanctuary.~~

~~The territory within the Urban Services District is hereby declared to be a bird sanctuary.~~

~~Sec. 4-1-31. Killing, etc., wild or migratory birds.~~

~~It shall be unlawful for any person to maim, kill or in any manner injure any wild or migratory bird within the Urban Services District.~~

~~Sec. 4-1-32. Trapping wild birds; robbing nests.~~

~~It shall be unlawful for any person to trap any mocking bird or any other wild bird, or rob the nests thereof of eggs or young, in any of Augusta-Richmond County cemeteries or upon or around the basin, reservoir or pumping station of the waterworks, or elsewhere within the Urban Services District.~~

~~Sec. 4-1-33. Fowl running at large.~~

~~It shall be unlawful for chickens, geese, ducks or other fowl to run at large upon the streets or in the confines of public or private parks of Augusta-Richmond County.~~

~~Sec. 4-1-34. Dog parks and dog park rules.~~

~~Anyone using any Augusta-Richmond County Dog Park must comply with the Dog Park Rules provided in this code section as well as any other Dog Park Rules posted at a particular Dog Park facility. It shall be unlawful for anyone to violate Dog Park Rules. Anyone who fails to comply with Dog Park Rules is subject to removal and suspension from all Dog Parks. In addition, any person or persons failing to comply with any Dog Park rules shall be guilty of an offense, and upon trial as a misdemeanor and conviction, shall be subject to the penalties provided by Code section 1-6-1. Dog Park rules are as follows:~~

~~(a) — Dog Parks shall only be used during normal hours of operation.~~

~~(b) — Handlers who chose to off-leash their dog (at their own risk) may do so in the designated area of the park only.~~

~~(c) — Handlers must be at least eighteen (18) years old.~~

~~(d) — Handlers are legally and personally responsible for all damages/injury caused by the dog under their control.~~

~~(e) — All Dog Parks shall be equipped with a double gate entrance, such that dogs cannot sneak out of the Dog Park while Handlers come in and out of the Dog Park. All persons entering a Dog Park must keep Dog Park gates closed at all times.~~

~~(f) — Handlers must clean up after their dog and properly dispose of waste.~~

~~(g) — Dogs must have current rabies vaccinations and wear current tags.~~

~~(h) — Off-leash Dog Park is for dogs, Handlers and those accompanying them; no other use is allowed.~~

~~(i) — No animals other than dogs are permitted in the Dog Park.~~

- (j) — Dogs must be leashed when entering and existing any Dog Park. Handlers must carry a leash at all times while in a Dog Park.
 - (k) — Handlers must remain in the Dog Park and monitor their dog's behavior and stay within view and voice command at all times.
 - (l) — Aggressive dog behavior is not allowed. Any dog exhibiting aggressive behavior toward people and other dogs is to be leashed and removed from the park immediately.
 - (m) — Handlers must stop their dogs from digging immediately and fill in all holes.
 - (n) — Female dogs "in heat" are not permitted in any Dog Park.
 - (o) — Children under sixteen (16) must be accompanied by an adult. Children should not run with the dogs or chase them while in a Dog Park. Dog Parks are playgrounds for dogs, not children.
 - (p) — Each adult Handler may bring a maximum of two (2) dogs into a Dog Park at the same time.
 - (q) — Puppies under 4 months of age are prohibited from the Dog Parks.
 - (r) — Smoking is prohibited in all areas of all Dog Parks.
 - (s) — All food (human and dog) are prohibited except for training treats.
 - (t) — All glass containers and bottles are prohibited.
 - (u) — Alcoholic beverages are prohibited at all times.
 - (v) — Grooming of dogs at dogs parks is prohibited.
 - (w) — All spike collars must be removed prior to entry into any Dog Park.
 - (x) — All Augusta Richmond County Dog Parks are subject to patrol by police authorities, animal services and City Staff.
 - (y) — Dogs are not allowed in the water features, ponds or fountains of any Dog Park, unless it is specifically designated for dogs to use.
- (Ord. No. 7041, § 2, 4-1-2008)

Sec. 4-1-35. Unattended animals in motor vehicles.

- (a) — It shall be unlawful for a person to confine an animal in a stationary or parked vehicle or other enclosed space in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above eighty five degrees Fahrenheit or below thirty five degrees Fahrenheit.
- (b) — The actions prohibited by this ordinance are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on any owner by any other provision of this Code or any applicable state or federal law.
- (c) — Public safety officers, including animal control officers, law enforcement officers, firefighters, or rescue team personnel, shall have the authority to seize any animal that is the subject of any violation of this ordinance if doing so is believed to be necessary to protect the animal's health, safety, or welfare.
- (d) — If a public safety officer personally witnesses a violation of any provision of this ordinance he or she may use whatever means are reasonably necessary, including entry of the vehicle, to remove an animal from such jeopardy and may impound said animal and secure medical treatment for said animal as needed at the owner's expense. Safety officers may take

possession of any deceased animal found in any stationary or parked vehicle for purposes of determining the cause of death in question pursuant to animal neglect or cruelty of this Code.

(e) — ~~Animal control officer, law enforcement officer, firefighter, or rescue team personnel should then leave notification for the driver of the vehicle after the animal is removed from the stationary or parked vehicle or other enclosed space. The public safety officer shall remand the animal to the custody of Augusta, Georgia Animal Services Department if the officer is unable to locate the owner or other person responsible for the animal or if the circumstances in which the animal was found posed an imminent danger to the animal.~~

(f) — ~~Safety officers, including law enforcement officers, firefighters, and rescue team personnel shall not be liable in any civil action to any party for any act performed in good faith under this section.~~

(g) — ~~Penalty for violation of article. Leaving an animal unattended, or otherwise violating this code section is a misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment in the Augusta, Georgia jail for a period not in excess of sixty (60) days.~~

~~(Ord. No. 7422 , § 1(exh. B), 6-18-2013)~~

~~Sec. 4-1-36. Duty of owner to keep dangerous or vicious animals under control.~~

(a) — ~~Dangerous Dog means any dog that causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;~~

(b) — ~~Aggressively attacks in a manner that causes a person to reasonably believe that the dog poses an immediate threat of serious injury to such person or another person although no injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or~~

(c) — ~~While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog. The term "dangerous dog" shall not include the following:~~

(1) — ~~A dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.~~

(2) — ~~A dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime, under Chapter 5 of Title 16 of the Official Code of Georgia Annotated.~~

(d) — ~~It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:~~

(1) — ~~The dog is restrained by a secure collar and leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or~~

(2) — ~~The dog is contained in a closed and locked cage or crate; or~~

(3) — ~~The dog is working or training as a hunting dog, herding dog, or predator control dog.~~

(e) — ~~Vicious Dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. The term shall not include the following:~~

(1) — A dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.

(2) — A dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime, under Chapter 5 of Title 16 of the Official Code of Georgia Annotated.

(f) — It shall be unlawful for an owner of a vicious dog to permit the dog to be:

(1) — Outside an enclosure designated to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:

(A) — The dog is muzzled and restrained by a leash not to exceed six (6) feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

(B) — The dog is contained in a closed and locked cage or crate;

(2) — Unattended with minors.

(g) — A person who violates subsections (d) or (f) of this Code section shall be guilty of a misdemeanor.

(h) — An enclosure designed to securely confine a Vicious Dog is a pen or kennel of adequate size to humanely confine the dog. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel or pen shall be inward-opening and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or pen or providing food and water.

Outdoor Enclosure means a sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal. For dogs, adequate space means an enclosure with a minimum of 100 square feet per dog.

(i) — A vicious dog shall be immediately confiscated by an Animal Services or law enforcement officer if the vicious dog is not controlled or maintained by its owner as described above in AUGUSTA GA, CODE Sec.'s. 4-1-21 and 4-1-36; or if the vicious dog is outside a proper enclosure in violation of this article. Upon impounding a vicious dog for any reason, the Animal Services unit may for reasons of public safety, retain the animal at the impoundment facility until disposition by the appropriate court.

(j) — Any dog deemed dangerous or vicious cannot be reclaimed by its owner until such time as the requirements of OCGA 4-8-27 and AUGUSTA, GA Code Sec. 4-1-36(d) regarding the possession of a dangerous or vicious dog have been satisfied. Owners are responsible for the payment of all cost associated with the animals confinement. If such requirements are not met within (5) business days of impoundment, the dog shall be deemed permanently relinquished to the Augusta Animal Services Department and may be destroyed in an expeditious and humane manner.

(k) — Guard or protection dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and or within which it is located.

(1) — Owners or custodians of any guard or protection dog must confine all such dogs within a perimeter fence and meet the following conditions, unless the dog is otherwise restrained as provided for in AUGUSTA, GA CODE Sec. 4-1-21.

(a) — The fence shall be sufficient to prevent the dog's escape, with all points of ingress and egress securely locked at all times.

(b) — A "beware of dog" sign shall be conspicuously displayed on each exterior side of the enclosure for each 50 feet of enclosure, minimum of two, as well as a sign on each ingress or egress point to the enclosure. Signs shall be a minimum of ten (10) inches high and fourteen (14) inches long.

(c) — The owner or custodian shall, prior to placing dogs on property, have the dog(s) microchip registered, at his/her own expense, and provide the registration number to the Animal Services Department.

(d) — The owner or custodian shall report to the department of Animal Services within twenty four (24) hours of any of the following:

- i. — Escape of the dog;
- ii. — An attack on a human or animal by the dog;
- iii. — Transfer of ownership of the dog;
- iv. — Death of the dog.

(f) — Any public safety officers, including animal control officers shall have the authority to enter onto private or public property for the purpose of ensuring compliance with the provisions of this chapter.

(Ord. No. 7524, § 11(exh. J, § 4-1-36), 2-16-2016)

Sec. 4-1-37. Tethering.

Dogs may be tethered outside so long as the owner remains outside with the dog and maintains the animal within the owner's line of sight.

Sec. 4-1-38. Interference with animal control officers.

This chapter may be enforced by any employee of the Augusta Animal Services Department or any peace officer. Violators may be issued citations as provided by OCGA §§ 15-10-62 and 15-10-63.

(a) — In the performance of his duties pursuant to the provisions of this subchapter, any animal control officer or any law enforcement officer assisting in enforcing this subchapter may use such force as is necessary to defend themselves from attack by an animal. Provided, however, that all efforts shall be made to impound an animal without undue harm, injury or danger to the animal, the officer, or to other persons and property.

(b) — It shall be unlawful for any person to interfere with, hinder or molest an animal control officer or other authorized officer in the performance of their duty, or seek to release any animal in the custody of the animal care and control department.

(c) — Any animal control officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this subchapter. The animal care and control department may use any appropriate means necessary to remove an animal in distress locked in a closed vehicle and the operator of the said vehicle shall be charged with cruelty to animals.

Sec. 4-1-39. Reserved.

Sec. 4-1-40. Reserved.

Sec. 4-1-41. Change in address/ownership.

The residence address of the owner shall be presumed to be the custodial location of the animal. A permit or license holder shall notify the Augusta Animal Services Department in writing of any change of ownership of a dog or cat within (30) calendar days following such change.

~~Sec. 4-1-42. Breeding of animals.~~

(a) ~~— Hobby breeders are governed by the licensing and record keeping regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., and by relevant provisions of the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and all other applicable laws.~~

(b) ~~— Backyard breeders. It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required to be licensed by the Georgia Department of Agriculture.~~

~~Sec. 4-1-43. Fees and fines.~~

The fees with respect to all services and licensing performed in connection with enforcement of this chapter shall be set by the Augusta Board of Commissioners from time to time. A copy of such fee schedule shall be posted at the Augusta Animal Services Department and may be changed at any time and from time to time as determined by the Commission.

(a) ~~— The fees established and collected under this chapter and pursuant to the State Dangerous Dog Control Law are not penalties but are imposed for the purpose of defraying expenses born by Augusta, Georgia for animal control and welfare under this chapter and are subject to change at any time.~~

(b) ~~— The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid fees and charges assessed, and the owner has provided proof of current vaccination for rabies and licensing, before return the animal to owner.~~

(c) ~~— For all other animals impounded other than dogs or cats, the owner or custodian shall be charged the base fees, plus actual expenses and an additional ten (10) percent of both the base fee and actual expenses.~~

~~Sec. 4-1-44. Fee schedule.~~

~~Registration—Fees~~

~~Adoption—~~

~~Military/Senior Citizen—\$50.00~~

~~Male/Female Cat/Kitten—\$55.00~~

~~Male Dog/Puppy—\$65.00~~

~~Female Dog/Puppy—\$75.00~~

~~Domestic Impound**~~

~~1st Offense—\$60.00~~

~~2nd Offense—\$125.00~~

~~3rd Offense—\$250.00~~

~~Livestock Impound—~~

~~1st Offense—\$300.00~~

~~2nd Offense—\$500.00~~

~~3rd Offense—\$700.00~~

~~Miscellaneous—~~

~~Daily Board of Impounded Animals—\$25.00~~

~~Rabies Vaccination of Impounded Animals—\$25.00~~

~~Owned Live Field Surrender \$50.00~~

~~Microchipping \$15.00~~

~~Spay/Neuter of Impounded Animals \$75.00~~

~~Fertility Testing of Impounded Animals \$30.00~~

~~Quarantine for Rabies Observation \$300.00~~

~~Euthanasia with owner transport (includes disposal) \$50.00~~

~~Euthanasia with Animal Services Pick-up (includes disposal) \$75.00~~

~~**If livestock is small (goats, etc.) and can be transported via pickup truck or containment truck, domestic impound animal fees may apply.~~

~~Secs. 4-1-45—4-1-50. Reserved.~~

~~ARTICLE 3. LIVESTOCK~~

~~Sec. 4-1-51. Stock pens, etc., allowed by permission of Board of Health only; removal and abatement.~~

~~It shall be unlawful for any person to establish, keep or maintain any stock pen, or place of like character, for stock, cattle, hogs, sheep or goats, or any like purpose, in the Urban Services District, except by the permission and under the direction of the Board of Health. In place of any action imposing a fine, any court with jurisdiction to enforce this code may, acting under the provision made in O.C.G.A. § 41-2-5, order the abatement of such stock pen or like place. No case shall be tried under this section except upon institution and prosecution of it by the Board of Health.~~

~~Sec. 4-1-52. Livestock running at large or stray.~~

~~It shall be unlawful for any livestock to run at large or to stray upon the public roads of Augusta-Richmond County or any property not belonging to the owner of the livestock, except by permission of the owner of such property.~~

~~Sec. 4-1-53. Impoundment of livestock straying.~~

~~(a) — It shall be the duty of the Augusta Animal Services Department officers to impound livestock found to be running at large or straying.~~

~~(b) — Owners or possessors of livestock impounded for violation of this article or any state or federal law, will be charged in accordance with actual costs of impoundment, boarding fees and any veterinary costs.~~

~~(c) — Impounded livestock shall be held for a period of (15) days. If such impounded livestock is not claimed by the owner during that period of time, Animal Services Department will determine disposition of the livestock.~~

~~Sec. 4-1-54. Notice of impoundment of livestock.~~

~~Upon the impounding of any livestock by the Augusta-Richmond County Animal Control Department, said department shall notify the owner, advising such owner of the livestock that the animal is impounded at the shelter, the amount due as a result of such impounding, and that unless such livestock is redeemed within five (5) days from date of impoundment the livestock shall be offered for adoption. In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice one (1) time in a newspaper of general circulation where the livestock is impounded.~~

~~Secs. 4-1-55—4-1-60. Reserved.~~

~~ARTICLE 4. ENFORCEMENT~~

~~Sec. 4-1-61. Penalty.~~

~~Any person or persons failing to comply with the lawful provisions of this chapter or doing any act prohibited hereby or failing to do any act mandated hereby shall be guilty of an offense, and upon trial as a misdemeanor and conviction shall be subject to the penalties provided by Sec. 1-6-1.~~

~~Sec. 4-1-62—4-1-70. Reserved.~~

~~ARTICLE 5. STERILIZATION OF DOGS AND CATS~~

~~Sec. 4-1-71. Definitions.~~

~~As used in this Article, the term:~~

- ~~(a) — Animal shelter. Any facility operated by or under contract for the State or any county, municipal corporation, or other political subdivision of the State for the purposes of impounding or harboring seized, stray, homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.~~
- ~~(b) — Humane society. Any unincorporated nonprofit organization existing for the purpose of prevention of cruelty to animals.~~
- ~~(c) — Public or private animal refuse. Harborers of unwanted animals of any breed, including crossbreeds, who provide food, shelter, and confinement for a group of dogs, a group of cats, or a combination of dogs and cats.~~
- ~~(d) — Sexually mature animal. Any dog or cat that has reached the age of one hundred eighty (180) days or six (6) months or more.~~
- ~~(e) — Sterilization. The surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.~~

~~Sec. 4-1-72. Sterilization required; exceptions.~~

- ~~(a) — Any public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:~~
 - ~~(1) — Providing sterilization by a licensed veterinarian before relinquishing custody of the animal; or~~
 - ~~(2) — Entering into a written agreement with the person acquiring such animal guaranteeing that sterilization will be performed by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturity of the animal in the case of an immature animal; provided, however, that the requirements of this Code section shall not apply to any privately owned animal which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such animal claims or presents evidence that such animal is the property of such person.~~
- ~~(b) — All costs of sterilization pursuant to this Chapter shall be the responsibility of the person acquiring such animal and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such animal.~~
- ~~(c) — Any person acquiring an animal from a public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse, which animal is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge a signed statement from the licensed veterinarian performing the sterilization required by paragraph (2) of~~

~~subsection (a) of this Code section within seven (7) days after such sterilization attesting that such sterilization has been performed.~~

~~(d) — Every public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuge selling or offering for sale or exchange any dog or cat shall maintain and furnish to any person acquiring an animal from such shelter, agency, society, or refuge a current list of veterinarians licensed in this State who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.~~

~~Sec. 4-1-73. Failure to comply.~~

~~It shall be a misdemeanor to fail or refuse to comply with the requirements of Sec. 4-1-72 and any person convicted of said misdemeanor shall be subject to a fine not to exceed two hundred dollars (\$200.00).~~

Exhibit “2”

Chapter 1 ANIMALS AND FOWL
ARTICLE 1. IN GENERAL

Sec. 4-1-1. Short title.

This chapter may be cited as the Animal Control Ordinance of Augusta-Richmond County.

Sec. 4-1-2. Creation of Animal Control Department; duties of animal control officers—
 Generally.

The Augusta-Richmond County Animal Control Department is hereby established, and the Commission shall employ the necessary Animal Control Officers to administer and enforce the provisions of this Chapter. The Animal Control Officers shall have the authority to issue citations for violations of this Chapter and perform such other duties as are prescribed herein. An Animal Control Officer shall wear a numbered badge identifying him as an Animal Control Officer.

Sec. 4-1-3. Organization.

The person in charge of the Augusta-Richmond County Animal Control Department shall be known as the director. The director shall enforce the provisions of this Chapter, and he or his duly authorized representative shall perform any duty imposed upon him by this Chapter.

(a) *Director.* The director may appoint such numbers of officers and other employees as shall be authorized to carry out the duties of the department. The director is the dog control officer per Title 4, Chapter 8, Article 2 of the Georgia Code.

(b) *Assistant director.* The director may designate an assistant director in the department, who shall, during the absence or disability of the director, exercise all the powers of the director.

(c) *Records.* The director shall keep, or cause to be kept, a record of the business of the department.

(d) *Reports.* The director shall annually submit a report to the Augusta-Richmond County administrator covering the work of the department during the preceding year.

(e) *Animal Control Advisory Board.* There is hereby created an animal services advisory board of ten (10) members (plus an additional two members should the Richmond County Legislative Delegation choose to appoint two members) to be appointed for terms of four (4) years, to conduct hearings as required by O.C.G.A. § 4-8-24; provided, however, the initial appointments shall be made as follows:

(1) Except as provided herein, members of the animal control board and dangerous dog board of Richmond County and the City of Augusta who were serving on said boards on January 1, 1997, having had no fixed terms, shall serve until their successors are appointed and qualified.

(2) Members of the Animal Control Advisory Board and the Dangerous Dog Control Board serving as of January 1, 1997, shall continue to serve until their successors are appointed by the Commissioner representing the respective District and qualified.

(3) The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.

(4) The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.

(5) Members of the board appointed by the Commissioner of the respective Districts to succeed those appointed in subsections 3 and 4 hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.

(6) Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and until their successors are appointed and qualified. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

(7) All terms shall expire on March 30 of the applicable year, and new terms shall begin on April 1 of the applicable year.

(8) Members of the Animal Control Advisory Board shall have as their duties and responsibilities the following:

- (i) To work actively in educating the public as to the needs for public health and safety with regards to pets, strays, and other animals;
- (ii) To attend meetings of the Animal Control Advisory Board;
- (iii) To review and make recommendations to improve the Animal Control Department and to control the stray dog and cat population;
- (iv) To notify the Clerk of Commission of a vacancy on the Animal Control Advisory Board;
- (v) To serve as an optional authority for the Animal Control Department for hearings pursuant to the Responsible Dog Ownership Law and this ordinance;
- (vi) To adopt such bylaws as is necessary to accomplish the duties and responsibilities as set forth;

Sec. 4-1-4. Implementation of state dog control law.

(a) Augusta-Richmond County herein adopts the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq., previously known as the “Dangerous Dog Control Law,” as if it was set forth in detail hereunder. It is (b) *Certification fee for ownership of dangerous dog*. The owner of a vicious dog, dangerous dog, or potentially dangerous dog shall pay an annual certification fee to Augusta-Richmond County in the amount to be determined by the dog control officer, but not less than one hundred dollars (\$100.00).

Sec. 4-1-5. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Abandoned. An animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter. A person releasing a community cat does not abandon that cat.

Augusta, Georgia shall be defined to include all areas within the territory limits of Richmond County, Georgia, except those excluded by federal or state law.

Classified dog means any dog that has been classified as either a potentially dangerous dog, a dangerous dog, or a vicious dog pursuant to state law or this code.

Community cat. A free-roaming, ear-tipped cat that is sterilized and vaccinated against rabies at least one time. An “ear tipped” cat shall be presumed to be sterilized and vaccinated against rabies at least one time. Community cats are exempt from provisions that apply to owned animals, including but not limited to provisions regarding identification, at-large, and abandonment.

Cruelty means causing death or unjustifiable pain or suffering to an animal by any act, omission, or neglect.

Dangerous dog. A dog that (a) causes a substantial puncture of a person's skin by teeth without causing serious injury, or (b) aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person

although no such injury occurs, or (c) while off the owner's property, kills a pet animal, unless where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Dog Park means a place recognized and operated as a secure place where dogs are allowed to play without a leash, so long as Handlers of such dogs comply with Dog Park Rules.

Domestic animals. Dogs and cats and other animals that live and breed in a tame condition.

Ear Tipped. The removal of approximately three-eighths of an inch off the tip of a cat's left ear in a straight line.

Community Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate, and release a community cat, who provides care to a community cat. Any individual who provides care to any free-roaming cat who is not a community cat without a good-faith effort to trap, neuter, and vaccinate that cat shall not be considered a community cat caregiver, regardless of their care to other community cats.

Handler. Any owner or other person responsible for a dog utilizing the off-leash area of a Dog Park. A Handler must be age eighteen (18) years or older.

Livestock. All animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.

Owner means any person or any legal entity that owns, possesses, harbors, keeps, or has temporary custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a community cat as a community cat caregiver.

Potentially dangerous dog. A dog that (a) causes any puncture of a person's skin by teeth or claw that is not substantial and does not cause serious injury, or (b) a dog that charges a fence, or engages in fence fighting, such as exhibiting aggressive behavior while running towards a fence line, such as barking, jumping, or lunging at something on the other side, due to perceived territorial instincts or frustration from the barrier preventing direct interaction.

Public roads. Any street, road, highway, or way, including the full width of the right-of-way, which is open to the use of the public for vehicular travel.

Running at Large or Straying means any animal which is not under the control of a person.

Sanitary conditions means an animals' living space, shelter, or exercise area that is not contaminated by health hazards, waste, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

Trap-Neuter-Return/TNR. A non-lethal approach to community cat population control where community cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.

Urban Services District. That area coterminous with the boundaries of former City of Augusta, Georgia as said boundaries existed as of December 31, 1995.

Vicious dog. A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. A serious injury in this chapter is defined as any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ. A vicious dog does not include a dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties or a dog that inflicts an injury upon a person who, at the time, was committing a willful

trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

Sec. 4-1-6. Procedures for classifying vicious dogs, dangerous dogs, and potentially dangerous dog; notice; hearing.

(a) Upon receiving a report of a dog believed to be subject to classification as a potentially dangerous, dangerous, or vicious dog the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a potentially dangerous, dangerous, or vicious dog.

(b) If the animal control officer believes that a dog poses a threat to public safety, the dog may be immediately impounded and the dog owner shall be responsible for all costs resulting from such impoundment.

(c) When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within (72) hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing from the authority or probate court on the animal control officer's determination. A hearing request must be provided to the Animal Services Department within seven (7) days after the date shown on the notice. The notice shall also provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes. If an owner cannot be located within ten (10) days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

(d) When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within (30) days after the request is received; provided, however, that such hearing may be continued by the authority or probate court for good cause shown. At least ten (10) days prior to the hearing, the authority or probate court conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the authority conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.

(e) Within (10) days after the hearing, the authority which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.

(f) Judicial review of the authority's final decision may be had in accordance with applicable law.

(g) Any dog that is found, by its owner's plea of guilty or "no contest" or conviction by trial, to have violated this ordinance, shall be deemed a potentially dangerous dog. Furthermore, a court, by order as a result of a plea or conviction to a violation of law related to the dog, may order the designation of a dog to be potentially dangerous, dangerous, or vicious.

(h) When an animal control officer determines that a dog is subject to classification as a potentially dangerous dog, the animal control officer shall provide the owner notice of such designation in writing. The owner of a potentially dangerous dog has a right to request a hearing

from the authority or probate court on the animal control officer's determination. A hearing request must be provided to the Animal Services Department in writing within seven (7) days after the written notice is received by the owner.

(i) Regardless of any other provision of this chapter, if during any investigation of a violation of this chapter the dog control officer or his agent determines that, by a preponderance of the evidence, a dog has bitten a person, that dog shall be immediately impounded by the dog control officer. Unless the owner appears in person to make a written demand for the dog's return at Animal Control within three (3) days, except Sunday, of the dog's impound, the dog shall be deemed surrendered to Animal Control.

Sec. 4-1-7. Requirements for possessing a vicious, dangerous, or potentially dangerous dog.

- (a) It shall be unlawful for an owner to have or possess within Augusta, Georgia a vicious, dangerous dog, or potentially dangerous dog without a certificate of registration issued in accordance with the provisions of this Code. Certificates of Registration shall be nontransferable and shall only be issued to a person (18) years of age or older.
- (b) Unless otherwise specified by this Code section, a certificate of registration for a vicious, dangerous, or potentially dangerous dog shall be issued only if the dog control officer determines that the following requirements have been met:
 - (1) The owner has an enclosure designed to securely confine the dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious or dangerous dog from leaving such property; and
 - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
 - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dangerous or vicious dog;
- (c) Except as provided, a certificate of registration for a dangerous or vicious dog shall be issued only if the dog control officer determines that the owner maintains and can provide proof of general or specific liability insurance in the amount of at least (\$50,000.00) issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
- (d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- (e) No person shall be the owner of more than one (1) vicious dog or more than four (4) dangerous dogs.
- (f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:
 - (1) A serious violent felony as defined in OCGA § 17-10-6.1; or
 - (2) The felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or
 - (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.
- (g) Certificates of registration shall be renewed on an annual basis. The owner of a vicious, dangerous, or potentially dangerous dog shall pay an annual registration fee at the time the certificate of registration is issued. The annual registration fee shall be no less than one hundred dollars (\$100.00). Certificates of registration shall be renewed in the month of the initial registration. At the time of renewal of a certificate of registration for a vicious, dangerous, or potentially dangerous dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within (10) days of the renewal date or initial classification date shall constitute a violation of this article. For all certificates of registration issued to owners of vicious dogs, the owner shall provide an updated criminal history as issued by their resident law enforcement agency.

(h) The owner of a vicious, dangerous, or potentially dangerous dog shall notify the dog control officer within (24) hours if the dog is on the loose or has attacked any person or animal. The owner of a dangerous or vicious dog shall notify the dog control officer within (24) hours if the dog has died or has been euthanized.

(i) A vicious dog shall not be transferred, sold, or donated to any other person except to a government agency or veterinarian.

(j) The owner of a vicious, dangerous, or potentially dangerous dog who moves into Augusta, Georgia shall register the vicious or dangerous dog in the new jurisdiction within ten (10) days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.

(k) Any dog classified prior to July 1, 2012 as a potentially dangerous dog under state law shall on and after that date be classified as a dangerous dog under this article.

(l) Any dog classified prior to July 1, 2012 as a dangerous dog under state law in this state shall on and after that date be classified as a vicious dog under this article.

Sec. 4-1-8. Confiscation of dogs; grounds; disposition.

(a) A vicious, dangerous, or potentially dangerous dog shall be impounded by the dog control officer or by a law enforcement officer or any other person authorized by the dog control officer if:

(1) The dog is not validly registered as required by this article; or

(2) The dog is outside their proper enclosure, or not properly leashed and muzzled, as defined in the article;

(b) In addition, a vicious dog shall be impounded if the owner of the dog does not secure and maintain the liability insurance required by this article.

(c) Any dog that has been confiscated under the provision of this section shall be returned to its owner upon the owner's compliance with the provisions of this article as determined by the dog control officer and upon the payment of reasonable charges and fees. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner's recovery of the dog. In the event the owner has not complied with the provisions of this section within ten (10) days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner and the owner shall be required to pay all fines, costs of housing, and euthanasia.

Sec. 4-1-9. Violations; penalties.

(a) The owner of a classified dog who violates the applicable provisions of this article or whose classified dog is subject to confiscation under subsection of this article shall be guilty of a violation.

(b) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(c) A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(d) It shall be no defense to a violation of this chapter due to owner recovery or euthanasia of the dog.

(e) Any violation of this chapter by a dog that is potentially dangerous, dangerous, or vicious shall be considered a high and aggravated violation.

Sec. 4-1-10. Nuisance.

- (a) No person shall keep or maintain, or cause or permit to be kept or maintained, upon any premises, any dog which by habitual and continual barking, howling, baying, or whining shall disturb the peace and comfort of any neighborhood or interfere with the reasonable and comfortable enjoyment of life or property by any person.
- (b) No person shall allow their dog individually or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance which is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.) and/or a cumulative period in excess of one hundred twenty (120) minutes during any twenty four (24) hour period.
- (c) No person shall keep or maintain, or cause or permit to be kept or maintained, any dog owned by him or in his possession or under his control which habitually commits a nuisance upon the property of any other person.
- (d) No person shall keep or maintain, or cause or permit to be maintained, any dog that is charging a fence as is defined in this chapter. A dog that charges a fence shall be deemed a potentially dangerous dog pursuant to this chapter. Owners of such dogs must eliminate the threat created thereby in one of the following ways:
 - (1) Immediately remove the dog from the premises; or
 - (2) Enclose the dog in an enclosure designed to securely confine such dog on the owner's property, indoors, or in a securely locked and enclosed pen, or structure suitable to prevent such dog from leaving such property; or
 - (3) Install a dig proof fence of sufficient height so that such dog cannot jump over it or otherwise escape; or
 - (4) Use another method as permitted by this Code to secure such dog so that it cannot escape.
- (e) No person shall own:
 - (1) Any unconfined dog;
 - (2) Any dog which habitually attacks passing pedestrians
 - (3) Any dog which habitually barks at passing pedestrians, vehicles, or other users of the public sidewalks, streets and highways.
- (f) The owner or possessor of every animal shall be responsible for the immediate removal of any excrement deposited by their animal on public walks, recreation area, or private/public property, or city owned buildings.
- (g) Any person who violates any provisions of this Section shall be guilty of a misdemeanor. Each and every violation of the provisions of this Section shall constitute a separate offense.

Sec. 4-1-11. Fencing.

- (a) An enclosure for a dog shall be at all times sufficient to keep the dog within the enclosure and compliant with the Zoning Ordinance. An insufficient enclosure, regardless of any other provision of this chapter, shall be a violation.
- (b) An invisible fence, also known as a radio fence or a virtual fence, shall have its borders clearly marked. An owner that employs an invisible fence for the purpose of this section shall post signage that allows pedestrians and others to understand that the dog is being contained by the invisible fence. An owner shall post sufficient signage, and mark such borders, as is reasonably necessary and practicable so that a person of ordinary intelligence and ability

approaching their property from commonly-used pathways will be alerted to the existence and border of the invisible fence.

(c) An invisible fence shall be insufficient as an enclosure for a potentially dangerous, dangerous, or vicious dog.

Sec. 4-1-12. Application to prohibit a person from owning dogs; powers of dog control officer.

Upon appropriate application in Richmond County Superior Court, the dog control officer may request an injunction and order prohibiting a person from owning or possessing any dog in Augusta, Georgia, subject to limitations in federal, state, and local law. Such an application shall lie in the dog control officer's authority to protect the health and safety of the general public. The granting or denial of such an application shall be in the Superior Court's discretion.

Secs. 4-1-13. Riding horses, etc., in disorderly manner.

It shall be unlawful for any person to run or ride any horse, mule or other animal in a disorderly manner through the streets of Augusta-Richmond County.

ARTICLE 2. ANIMALS

Sec. 4-1-14. Vaccination; when required.

(a) No person shall be an owner of any dog or cat over four (4) months of age within Augusta-Richmond County unless such dog or cat is vaccinated against rabies. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government-operated or licensed animal shelter. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest Compendium of Animal Rabies Vaccines and Recommendations for Immunization published by the National Association of State Public Health Veterinarians.

(b) No person shall vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine.

Sec. 4-1-15. Evidence of vaccination.

(a) *Certificate of vaccination.* Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One (1) copy of the certificate shall be given to the owner, one (1) copy filed with the Richmond County health department, and one (1) copy retained by the veterinarian. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags. The certificates of vaccination furnished to the Richmond County health department shall be maintained in an orderly indexed file for a period of not less than three (3) years.

(b) *Vaccination tags.* Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number as the certificate and the year thereon to be attached to the collar or harness worn by the dog or cat for which the certificate has been issued.

(c) *Where three-year vaccine used.* When the animals have been vaccinated with a three-year rabies vaccine, the director may issue or cause to be issued an annual certificate of vaccination and a rabies vaccination tag each year for the two (2) additional years of the three-year vaccination period provided the Richmond County health department's file copy of the certificate of vaccination shows that the animals have been given a three-year rabies vaccine; in the event the Richmond County health department's file copy of the certificate of vaccination is unavailable, the owner's copy or the veterinarian's copy of same may be substituted therefor.

(d) *Ear tip.* A cat that has been ear-tipped shall be presumed to have been sterilized and vaccinated against rabies at least once. An ear-tipped cat shall not be required to have a tag. Sec. 4-1-16. Collar required, unauthorized removal of collar.

(a) Collar required. It shall be unlawful for the owner of any dog in Augusta to allow such dog to be outside of the owner's property without a collar. Identification and rabies vaccination tag are not required to be attached to training collar and/or choke collars.

(b) It shall be the duty of each dog owner to provide a collar with identification as provided herein and inoculation tag for each animal, except when such animal is within the immediate physical control of the owner.

(c) It shall be unlawful for any person to remove a collar from any animal without the consent of its owner, unless that animal is under the control of the animal services department.

(d) Any animal shipped or transported through or entering Augusta only for the purpose of a temporary stay not to exceed thirty (30) days, shall be exempt from collar and tag sections of this article. However, all other provisions of federal, state, and local laws are applicable to such transient animals.

Sec. 4-1-17. Unauthorized attachment and removal of tags, collars.

It shall be unlawful for any person to attach a vaccination tag to any dog for which it was not issued. It shall be unlawful to remove a vaccination tag or collar from a dog without the consent of its owner.

Sec. 4-1-18. Duty of owner to keep dog and cat under control; stray animals prohibited.

(a) It shall be unlawful for any animal to be out of control and/or unattended regardless of its location. It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to community cats, to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions. It shall be unlawful for any animal to be running at large or straying.

(b) An animal is considered not under restraint or under immediate control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:

(1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, and that such enclosure is securely locked at any time the animal is left unattended; or

(2) It is on a leash and under the immediate control of an owner, or it is off leash and obedient to and under voice command of the owner who is in the immediate proximity of the animal any time it is not restrained as provided for in subsection (1) while on the owner's property. Vicious dogs, dangerous dogs, and potentially dangerous dogs require immediate close physical adult supervision at all times when not enclosed.

(c) The owner or custodian exercising care and control over any animal which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be liable to the owner of such livestock, poultry, or pet animal for injury, death, or damage caused by said animal. The owner or custodian of said animal shall be liable for any damage caused by such animal to public or private property. The liability of the owner or custodian of the animal shall include consequential damages.

(d) This section is to be considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might attach to the owner of any livestock, poultry, or pet animal.

(e) In the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia is not required to impound community cats. At the discretion of the Augusta Animal Control Department, community cats may be impounded, released, returned to the location where they were trapped, or transferred to another organization.

Sec. 4-1-19. Dogs on public streets to be on leash, etc.

It shall be unlawful for any dog to be upon the public streets, except on a leash and accompanied by an individual, or except when enclosed within a vehicle, cage, carton, crate, box or other suitable container to prevent escape.

Sec. 4-1-20. Impounding dogs and cats at large.

Any animal found stray or running at shall be seized by Animal Control. An animal with an immediately identifiable owner may be returned directly to the owner without impounding at the Animal Control officer's discretion. Community cats may be released, returned to the location where were trapped, adopted out, transferred to another organization, or disposed of in the appropriate manner pursuant to the discretion of Animal Control.

Sec. 4-1-21. Impounding dogs and cats where owner unknown.

In the event the owner of a dog or cat is not known and such animal is stray or running at large, any law enforcement officer or agent or employee duly authorized by Animal Control shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article.

Sec. 4-1-22. Disposition of impounded animals.

(a) It shall be the duty of the Augusta Animal Services Department officers to seize and impound any animal that is a threat to the safety and welfare of the general public, including but not limited to animals that display any sign of rabies; dangerous, vicious, or potentially dangerous dogs that are not in compliance with this chapter; any abandoned, stray, or running-at-large animal; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; and any prohibited animal.

(b) Animal Control shall charge reasonable fees and costs to the owner of any impound. The personnel of the Animal Control shall not return to the owner any animal impounded until such time as all fees and charges assessed have been paid. Animal Control shall in writing clearly state (a) the charges and fees assessed for any impound (b) the deadline for which such charges and fees must be paid and (c) that the failure to pay the assessed charges and fees by the deadline shall be considered an implicit surrender of the animal. If the charges and fees are not paid by the deadline, Animal Control shall be considered the owner of the animal for all purposes. Animal Control may waive the charges and fees upon good cause shown.

(c) Impounded dogs and cats will be vaccinated for rabies if no proof of current vaccination exists at the owner's expense.

(d) Any impounded animal must be claimed within three (3) days, except Sundays, of impoundment. Claiming may include, but is not limited to, travelling to the animal's location, paying any outstanding charges or fees, and transporting the animal away from Animal Control's control. Failure of the owner to claim the animal or enter into a binding agreement for the animal with Animal Control within three (3) days shall be considered surrendering the animal to Animal

Control, in which event all rights of ownership shall vest in Augusta, Georgia and the owner shall have no legal rights to the animal. Nothing in this subsection shall prohibit Animal Control at its discretion from transferring all legal rights of an animal back to the owner after the claim period has expired.

(e) Animal Control shall attempt to contact the owner of any impounded animal using microchip technology, animal collar and tags, rabies shot records, and any other sources such as neighbors and neighborhood contacts.

(f) Augusta, Georgia shall have the exclusive right to transfer, adopt out, or dispose of all animals that have been surrendered in accordance with this chapter.

(g) Any dog or cat that is impounded on a second or subsequent occasion shall be sterilized prior to being claimed, released, or adopted out. An owner of a dog or cat that must be spayed or neutered pursuant to this subsection shall pay all charges and fees related to the procedure prior to the animal being released from Animal Control. The sterilization and/or charges required by this subsection may be waived by Animal Control upon good cause shown. Refusal or failure to pay the sterilization charges and fees shall result in the surrender of the animal to Animal Control. The responsibility for retaining a qualified veterinarian or veterinarian technician to perform the sterilization shall rest on the owner.

(h) No animal shall be released, adopted out, or transferred to another organization, from the custody of Animal Control, without microchipping. All charges and fees shall be at the owner's expense. This subsection may be waived upon good cause shown.

(i) Any sexually immature animal, such as litters of kittens or puppies, shall be considered surrendered to Animal Control upon impound. Sexually immature animals shall be considered animals judged to be younger than one-hundred eighty (180) days or six (6) months. This subsection is specifically found to be important due to the importance of disease control within extremely short times frames for diseases that are particular to younger animals, such as parvovirus, distemper, FVR, and parasites, that can pose a danger to other animals in Animal Control custody.

Sec. 4-1-23. Abandonment.

It shall be unlawful to abandon an animal, including but not limited to: (a) Releasing an animal without the explicit intention to regain control of the animal within a reasonable amount of time; or (b) Failing to bring an animal to a new residence when changing residences, such as during move-outs or evictions. The indicated renter(s), deedholder(s), or leaseholder(s) on the lease or deed in the prior residence shall be presumed to be the owner(s) of the abandoned animal. Any cost, including hours spent as prorated salary of the involved Animal Control agents, incurred by Augusta, Georgia in the management and disposition of the abandoned animal shall be repaid by the owner, either as restitution, as part of probation, or in any other way to reclaim a civil debt. It shall not be considered abandonment to surrender an animal to Animal Control.

Sec. 4-1-24. Cruelty to animals.

(a) *Prohibited acts.* No person shall, by his act, omission or neglect, cause unjustifiable physical pain, suffering or death to any living animal. This section does not apply to killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the fish and game laws of this state. Killing or injuring an animal for humane purposes or in the furtherance of medical or scientific research is justifiable.

(b) *Permitted acts.* No person shall be liable for killing or otherwise performing a cruel action on any animal when such person is:

- (1) Defending his or her person or property, or the person or property of another from injury or damage being caused by that animal; or
- (2) Defending against injury or damage to any livestock, poultry or pet animal.
- (c) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by OCGA § 16-12-4 or by this chapter as inhumane treatment may be retained by Augusta Animal Services until such time as the case is disposed of by the judge of any court of competent jurisdiction within the state capable of hearing the matter.
- (d) *Physical abuse.* It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance; drive over or otherwise cruelly set upon any animal; except that reasonable force may be employed to drive off vicious or trespassing animals.
- (e) *Failure to care for and maintain.* It is unlawful for any person to fail, refuse or neglect to provide any animal in his charge or custody, as owner, with proper food, water, shelter, care, welfare, or reasonable veterinary care. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and which meets all requirements established by the Richmond County Health Department guidelines regarding same. Veterinary care means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent the animal from suffering from; infection, infestation, disease; or any other medical condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of communicable disease.
- (f) No animal shall be transported in the trunk of a vehicle or under a pick up truck's bed cover or "low profile" cover.
- (g) *Authority of animal services department in case of animal neglect.* Whenever the Animal Services department finds that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Services department may pick up such animal for protective care; and in the event of sickness or injury, the Animal Services department may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal. In the event such animal is later released to its owner, in the discretion of the Director of Animal Services or his or her designee, said owner shall be required to reimburse the Animal Services Department for any expenses incurred in taking any action to care for said animal.

Sec. 4-1-25. Permitting female dog in heat to roam free.

All female dogs in heat shall be restrained such that they cannot roam or run free beyond the limits of the property of their owners. It shall be unlawful for the owner or person responsible for the care of such animal not to so restrict or confine said female dog.

Sec. 4-1-26. Disposal of dead animals.

- (a) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the dead animal. Such person shall dispose of the dead animal as provided for in this Code Section or in accordance with Federal or state law. Dead animals shall not be abandoned in wells, open pits, or surface waters of any kind on private or public land.
- (b) No person shall dispose of a dead animal on the land of another without the permission of the owner of the land.
- (c) Dead animals must be properly buried, incinerated, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill.

(d) It shall be unlawful for the owner of any dead animal carcass to allow the same to remain on the property without disposing of same as provided for herein. If any such owner violates this section, the Commission, through its agents and employees, shall proceed to remove and dispose of such dead animal carcass, and the owner shall be liable for repayment of all fees for such removal and disposal.

(e) Dead livestock, including horses, cattle and any other large animals must be disposed of by the animal owner or property owner at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. All expenses associated with disposal shall be the responsibility of the animal owner or property owner.

(f) Methods which can be used for disposal of dead animals are burial, incineration in an approved incinerator, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. Disposal of animal carcasses by either of the approved methods must be completed within (12) hours after death or discovery. If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process. Carcasses which are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.

Sec. 4-1-27. Urban Services District declared bird sanctuary.

The territory within the Urban Services District is hereby declared to be a bird sanctuary.

Sec. 4-1-28. Killing, etc., wild or migratory birds.

It shall be unlawful for any person to maim, kill or in any manner injure any wild or migratory bird within the Urban Services District.

Sec. 4-1-29. Trapping wild birds; robbing nests.

It shall be unlawful for any person to trap any mocking bird or any other wild bird, or rob the nests thereof of eggs or young, in any of Augusta-Richmond County cemeteries or upon or around the basin, reservoir or pumping station of the waterworks, or elsewhere within the Urban Services District.

Sec. 4-1-30. Fowl running at large.

It shall be unlawful for chickens, geese, ducks or other fowl to run at large upon the streets or in the confines of public or private parks of Augusta-Richmond County.

Sec. 4-1-31. Dog parks and dog park rules.

Anyone using any Augusta-Richmond County Dog Park must comply with the Dog Park Rules provided in this code section as well as any other Dog Park Rules posted at a particular Dog Park facility. It shall be unlawful for anyone to violate Dog Park Rules. Anyone who fails to comply with Dog Park Rules is subject to removal and suspension from all Dog Parks. In addition, any person or persons failing to comply with any Dog Park rules shall be guilty of an offense, and upon trial as a misdemeanor and conviction, shall be subject to the penalties provided by Code section 1-6-1. Dog Park rules are as follows:

(a) Dog Parks shall only be used during normal hours of operation.

(b) Handlers who chose to off-leash their dog (at their own risk) may do so in the designated area of the park only.

(c) Handlers must be at least eighteen (18) years old.

(d) Handlers are legally and personally responsible for all damages/injury caused by the dog under their control.

(e) All Dog Parks shall be equipped with a double gate entrance, such that dogs cannot sneak out of the Dog Park while Handlers come in and out of the Dog Park. All persons entering a Dog Park must keep Dog Park gates closed at all times.

- (f) Handlers must clean up after their dog and properly dispose of waste.
- (g) Dogs must have current rabies vaccinations and wear current tags.
- (h) Off-leash Dog Park is for dogs, Handlers and those accompanying them; no other use is allowed.
- (i) No animals other than dogs are permitted in the Dog Park.
- (j) Dogs must be leashed when entering and existing any Dog Park. Handlers must carry a leash at all times while in a Dog Park.
- (k) Handlers must remain in the Dog Park and monitor their dog's behavior and stay within view and voice command at all times.
- (l) Aggressive dog behavior is not allowed. Any dog exhibiting aggressive behavior toward people and other dogs is to be leashed and removed from the park immediately.
- (m) Handlers must stop their dogs from digging immediately and fill in all holes.
- (n) Female dogs "in heat" are not permitted in any Dog Park.
- (o) Children under sixteen (16) must be accompanied by an adult. Children should not run with the dogs or chase them while in a Dog Park. Dog Parks are playgrounds for dogs, not children.
- (p) Each adult Handler may bring a maximum of two (2) dogs into a Dog Park at the same time.
- (q) Puppies under 4 months of age are prohibited from the Dog Parks.
- (r) Smoking is prohibited in all areas of all Dog Parks.
- (s) All food (human and dog) are prohibited except for training treats.
- (t) All glass containers and bottles are prohibited.
- (u) Alcoholic beverages are prohibited at all times.
- (v) Grooming of dogs at dogs parks is prohibited.
- (w) All spike collars must be removed prior to entry into any Dog Park.
- (x) All Augusta-Richmond County Dog Parks are subject to patrol by police authorities, animal services and City Staff.
- (y) Dogs are not allowed in the water features, ponds or fountains of any Dog Park, unless it is specifically designated for dogs to use.

Sec. 4-1-32. Unattended animals in motor vehicles.

- (a) It shall be unlawful for a person to confine an animal in a stationary or parked vehicle or other enclosed space in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above eighty-five degrees Fahrenheit or below thirty-five degrees Fahrenheit.
- (b) The actions prohibited by this ordinance are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on any owner by any other provision of this Code or any applicable state or federal law.
- (c) Public safety officers, including animal control officers, law enforcement officers, firefighters, or rescue team personnel, shall have the authority to seize any animal that is the subject of any violation of this ordinance if doing so is believed to be necessary to protect the animal's health, safety, or welfare.
- (d) If a public safety officer personally witnesses a violation of any provision of this ordinance he or she may use whatever means are reasonably necessary, including entry of the

vehicle, to remove an animal from such jeopardy and may impound said animal and secure medical treatment for said animal as needed at the owner's expense. Safety officers may take possession of any deceased animal found in any stationary or parked vehicle for purposes of determining the cause of death in question pursuant to animal neglect or cruelty of this Code.

(e) Animal control officer, law enforcement officer, firefighter, or rescue team personnel should then leave notification for the driver of the vehicle after the animal is removed from the stationary or parked vehicle or other enclosed space. The public safety officer shall remand the animal to the custody of Augusta, Georgia Animal Services Department if the officer is unable to locate the owner or other person responsible for the animal or if the circumstances in which the animal was found posed an imminent danger to the animal.

(f) Safety officers, including law enforcement officers, firefighters, and rescue team personnel shall not be liable in any civil action to any party for any act performed in good faith under this section.

(g) Penalty for violation of article. Leaving an animal unattended, or otherwise violating this code section is a misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment in the Augusta, Georgia jail for a period not in excess of sixty (60) days.

Sec. 4-1-33. Duty of owner to keep vicious, dangerous, or potentially dangerous animals under control.

(a) It shall be unlawful for an owner of a dangerous, potentially dangerous, or vicious dog to permit the dog to be off the owner's property unless:

(1) The dog is restrained by a secure muzzle, collar, and leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

(2) The dog is contained in a closed and locked cage or crate; or

(3) The dog is working or training as a hunting dog, herding dog, or predator control dog.

(b) An owner must secure at all times within an enclosure designed to securely confine a potentially dangerous, dangerous, or vicious dog in a pen or kennel of adequate size to humanely confine the dog. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel or pen shall be inward-opening and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or pen or providing food and water. Outdoor Enclosure means a sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal. For dogs, adequate space means an enclosure with a minimum of 100 square feet per dog.

(c) A vicious dog may be immediately impounded by an Animal Control or law enforcement officer for any reason, including but not limited to, if the vicious dog is not controlled or maintained by its owner as described above, or if the vicious dog is outside a proper enclosure in violation of this article. Upon impounding a vicious dog for any reason, the Animal Control may retain the animal at the impoundment facility until disposition, either by court order or at the dog control officer's discretion.

(e) Any dog deemed potentially dangerous, dangerous or vicious cannot be reclaimed by its owner until such time as Animal Control has confirmed that the owner possesses the muzzle, leash, kennels, or other enclosures as required by this chapter. If such requirements are not met within three (3) days, except Sundays, of impoundment, the dog shall be deemed surrendered to Animal Control.

(f) Guard or protection dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and or within which it is located:

(1) Owners or custodians of any guard or protection dog must confine all such dogs within a perimeter fence and meet the following conditions, unless the dog is otherwise restrained as provided for in this Code.

(a) The fence shall be sufficient to prevent the dog's escape, with all points of ingress and egress securely locked at all times.

(b) A "beware of dog" sign shall be conspicuously displayed on each exterior side of the enclosure for each 50 feet of enclosure, minimum of two, as well as a sign on each ingress or egress point to the enclosure. Signs shall be a minimum of ten (10) inches high and fourteen (14) inches long.

(c) The owner or custodian shall, prior to placing dogs on property, have the dog(s) microchip registered, at his/her own expense, and provide the registration number to the Animal Services Department.

(d) The owner or custodian shall report to the department of Animal Services within twenty four (24) hours of any of the following:

- i. Escape of the dog;
- ii. An attack on a human or animal by the dog;
- iii. Transfer of ownership of the dog;
- iv. Death of the dog.

(f) Any public safety officers, including animal control officers shall have the authority to enter onto private or public property for the purpose of ensuring compliance with the provisions of this chapter.

Sec. 4-1-34. Tethering.

Dogs may be tethered outside so long as the owner remains outside with the dog and maintains the animal within the owner's line of sight.

Sec. 4-1-35. Interference with animal control officers.

This chapter may be enforced by any employee of the Augusta Animal Services Department or any peace officer. Violators may be issued citations as provided by OCGA §§ 15-10-62 and 15-10-63.

(a) In the performance of his duties pursuant to the provisions of this subchapter, any animal control officer or any law enforcement officer assisting in enforcing this subchapter may use such force as is necessary to defend themselves from attack by an animal. Provided, however, that all efforts shall be made to impound an animal without undue harm, injury or danger to the animal, the officer, or to other persons and property.

(b) It shall be unlawful for any person to interfere with, hinder or molest an animal control officer or other authorized officer in the performance of their duty, or seek to release any animal in the custody of the animal care and control department.

(c) Any animal control officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this subchapter. The animal care and control department may use any appropriate means necessary to remove an animal in distress locked in a closed vehicle and the operator of the said vehicle shall be charged with cruelty to animals.

Sec. 4-1-36. Change in address/ownership.

The residence address of the owner shall be presumed to be the custodial location of the animal. A permit or license holder shall notify the Animal Control in writing of any change of ownership of a dog or cat within (30) calendar days following such change.

Sec. 4-1-37. Breeding of animals.

(a) Hobby breeders are governed by the licensing and record keeping regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., and by relevant provisions of the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and all other applicable laws.

(b) Backyard breeders. It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required to be licensed by the Georgia Department of Agriculture.

Sec. 4-1-38. Fees and fines.

(a) The fees with respect to all services and licensing performed in connection with enforcement of this chapter shall be set by Augusta, Georgia. A copy of such fee schedule shall be posted at the any physical location of operation of Animal Control.

(b) The fees established and collected under this chapter are not penalties but are imposed for the purpose of defraying expenses born by Augusta, Georgia for animal control and welfare under this chapter and are subject to change at any time.

(c) The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid fees and charges assessed, and the owner has provided proof of current vaccination for rabies and licensing, before return the animal to owner.

(d) For all other animals impounded other than dogs or cats, the owner or custodian shall be charged the base fees, plus actual expenses and an additional ten (10) percent of both the base fee and actual expenses.

Sec. 4-1-39. Fee schedule.

The following fee schedule shall be applicable and in force until December 31, 2025. On January 1, 2026, all fees listed under this section shall be set at the discretion of the Director.

Registration	Fees
Adoption	
Military/Senior Citizen	\$50.00
Male/Female Cat/Kitten	\$55.00
Male Dog/Puppy	\$65.00
Female Dog/Puppy	\$75.00
Domestic Impound**	
1st Offense	\$60.00
2nd Offense	\$125.00
3rd Offense	\$250.00
Livestock Impound	
1st Offense	\$300.00
2nd Offense	\$500.00
3rd Offense	\$700.00
Miscellaneous	

Daily Board of Impounded Animals	\$25.00
Rabies Vaccination of Impounded Animals	\$25.00
Owned Live Field Surrender	\$50.00
Microchipping	\$15.00
Spay/Neuter of Impounded Animals	\$75.00
Fertility Testing of Impounded Animals	\$30.00
Quarantine for Rabies Observation	\$300.00
Euthanasia with owner transport (includes disposal)	\$50.00
Euthanasia with Animal Services Pick-up (includes disposal)	\$75.00
**If livestock is small (goats, etc.) and can be transported via pickup truck or containment truck, domestic impound animal fees may apply.	

Secs. 4-1-40—4-1-50. Reserved.

ARTICLE 3. LIVESTOCK

Sec. 4-1-51. Stock pens, etc., allowed by permission of Board of Health only; removal and abatement.

It shall be unlawful for any person to establish, keep or maintain any stock pen, or place of like character, for stock, cattle, hogs, sheep or goats, or any like purpose, in the Urban Services District, except by the permission and under the direction of the Board of Health. In place of any action imposing a fine, any court with jurisdiction to enforce this code may, acting under the provision made in O.C.G.A. § 41-2-5, order the abatement of such stock pen or like place. No case shall be tried under this section except upon institution and prosecution of it by the Board of Health.

Sec. 4-1-52. Livestock running at large or stray.

It shall be unlawful for any livestock to run at large or to stray upon the public roads of Augusta-Richmond County or any property not belonging to the owner of the livestock, except by permission of the owner of such property.

Sec. 4-1-53. Impoundment of livestock straying.

(a) It shall be the duty of the Augusta Animal Services Department officers to impound livestock found to be running at large or straying.

(b) Owners or possessors of livestock impounded for violation of this article or any state or federal law, will be charged in accordance with actual costs of impoundment, boarding fees and any veterinary costs.

(c) Impounded livestock shall be held for a period of (15) days. If such impounded livestock is not claimed by the owner during that period of time, Animal Services Department will determine disposition of the livestock.

Sec. 4-1-54. Notice of impoundment of livestock.

Upon the impounding of any livestock by the Augusta-Richmond County Animal Control Department, said department shall notify the owner, advising such owner of the livestock that the animal is impounded at the shelter, the amount due as a result of such impounding, and that unless such livestock is redeemed within five (5) days from date of impoundment the livestock shall be offered for adoption. In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice one (1) time in a newspaper of general circulation where the livestock is impounded.

Secs. 4-1-55—4-1-60. Reserved.

ARTICLE 4. ENFORCEMENT

Sec. 4-1-61. Penalty.

Any person or persons failing to comply with the lawful provisions of this chapter or doing any act prohibited hereby or failing to do any act mandated hereby shall be guilty of an offense, and upon trial and conviction shall be subject to the penalties under this Code.

Sec. 4-1-62—4-1-70. Reserved.

ARTICLE 5. STERILIZATION OF DOGS AND CATS

Sec. 4-1-71. Definitions.

As used in this Article, the term:

- (a) *Animal shelter.* Any facility operated by or under contract for the State or any county, municipal corporation, or other political subdivision of the State for the purposes of impounding or harboring seized, stray, homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.
- (b) *Humane society.* Any unincorporated nonprofit organization existing for the purpose of prevention of cruelty to animals.
- (c) *Public or private animal refuse.* Harbors of unwanted animals of any breed, including crossbreeds, who provide food, shelter, and confinement for a group of dogs, a group of cats, or a combination of dogs and cats.
- (d) *Sexually mature animal.* Any dog or cat that has reached the age of one hundred eighty (180) days or six (6) months or more.
- (e) *Sterilization.* The surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.

Sec. 4-1-72. Sterilization required; exceptions.

- (a) Any public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:
 - (1) Providing sterilization by a licensed veterinarian before relinquishing custody of the animal; or
 - (2) Entering into a written agreement with the person acquiring such animal guaranteeing that sterilization will be performed by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturity of the animal in the case of an immature animal; provided, however, that the requirements of this Code section shall not apply to any privately owned animal which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such animal claims or presents evidence that such animal is the property of such person.
- (b) All costs of sterilization pursuant to this Chapter shall be the responsibility of the person acquiring such animal and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such animal.
- (c) Any person acquiring an animal from a public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private

animal refuse, which animal is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge a signed statement from the licensed veterinarian performing the sterilization required by paragraph (2) of subsection (a) of this Code section within seven (7) days after such sterilization attesting that such sterilization has been performed.

(d) Every public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse selling or offering for sale or exchange any dog or cat shall maintain and furnish to any person acquiring an animal from such shelter, agency, society, or refuge a current list of veterinarians licensed in this State who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.

Sec. 4-1-73. Failure to comply.

It shall be a violation to fail or refuse to comply with the requirements of this Article and any person convicted of said offense shall be subject to a fine not to exceed two hundred dollars (\$200.00).



Commission Meeting

June 3, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Michelle Lockhart to fill the unexpired term ending April 24, 2027 due to the resignation Mr. James Scott representing Super District 10 on the Richmond County Board of Tax Assessors. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 3, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to discuss and/or approve nominated appointments to the Richmond County Hospital Authority Board. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



RICHMOND COUNTY HOSPITAL AUTHORITY

1350 Walton Way, Augusta, GA 30901

May 2, 2025

Honorable Garnett L. Johnson, Mayor
And Members of the Richmond County Board
of Commissioners
535 Telfair Street
Augusta, GA 30901

RE: Nominations for Service on the Richmond County Hospital Authority

Dear Mayor Johnson:

This letter is to follow up on our recent conversation and to formally submit nominations for service on the Richmond County Hospital Authority. Due to the fact that statutory appointment procedures for the Hospital Authority vary significantly from the procedures for many other Authorities, I have attempted to outline the steps for your convenience.

Overview

The Richmond County Hospital Authority (RCHA) was created by a Resolution of the Richmond County Commissioners of Roads and Revenues (now Board of Commissioners of Augusta-Richmond County) dated September 25, 1959, as modified by Ga Law 1980 p. 3892 (the Local Act), under the authority granted to the County by Ga. Law 1941 as amended, known as the Hospital Authorities Law.

Because of the professional, regulatory, and credentialing demands of the healthcare industry, the Georgia Hospital Authorities Law (as applied by the Local Act) developed a rather convoluted scheme of appointments to a Hospital Authority to help remove the Authority from undue political influence.

Appointment Process

As set forth in the Local Act, appointments to fill vacancies on the Board of the Hospital Authority are as follows:

Board members must participate in an initial orientation process, and attend continuing education programs throughout their service.

Conflicts of Interest and Regulatory Compliance

Georgia law, accrediting organizations and the Authority's own By-Laws impose stringent conflict of interest requirements upon Authority Members. Members are required to complete annual disclosures of any potential conflict. These factors were considered in the nominations set forth in the attachment to this letter.

As you are aware, there are significant regulatory, confidentiality and compliance obligations on individuals involved in the healthcare industry. Board members will be required to participate in an initial training session regarding these matters as well as periodic updates.

Time Requirements

The Hospital Authority is required to meet at least quarterly. Annually, the Authority participates in periodic educational conferences and may periodically meet with other governmental entities.

Some members of the Authority also serve on other Boards and Committees of Piedmont Augusta Hospital depending on their education, professional background and interest. Prompt and faithful attendance is expected by members of the Authority.

Compensation

Unlike many other Authorities, members of the Hospital Authority are volunteers and are not paid for their service.

Conclusion

Service on the Hospital Authority is a challenging commitment which has traditionally been accepted by some of the most influential and honored citizens in our county. It is a distinct honor to have been nominated for consideration for the Authority, and most of the Authority's members have considered their service to be very gratifying and rewarding. Understanding that the process set forth in this letter is somewhat complex, please feel free to contact: Dr. Lily Henson, CEO Piedmont Augusta Hospital; or Rod G. Meadows, Meadows, Macie & Monis, P.C., 770-9571 199, who serves as the Authority's General Counsel, with questions or concerns. We look forward to receiving the Commissions' appointment from the attached list.

Sincerely,


Sanford Loyd, RCHA Chair



Commission Meeting

June 3, 2025

Affidavit

Department: N/A

Presenter: N/A

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

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A