



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chambers

Tuesday, February 28, 2023

1:00 PM

PUBLIC SERVICES

1. **New Ownership-Existing Location: A.N. 23-06:** A request by Levorse Scott for a retail package **Beer & Wine** License to be used in connection with Second Peach, Inc located at 1342 Gordon Hwy. District 1. Super District 9.
2. **New Ownership-Existing Location: A.N. 23-07:** A request by Levorse Scott for a retail package **Beer & Wine** License to be used in connection with Peach First, Corp. located at 1499 Gordon Hwy. District 2. Super District 9.
3. **New Ownership-Existing Location: A.N. 23-08:** A request by David Hopkins for a **Nano Distillery** License to be used in connection with Second City Distillery located at #4 Eighth Street. District 1. Super District 9.
4. **Existing Location: A.N. 23-09:** A request by Jennifer Marshall for an on-premises consumption **Liquor & Beer** License to be used in connection with K & J Soulbar and Grill located at 720 E Robinson Ave. Ste 101-102. There will Be **Sunday Sales**. District 3. Super District 10.
5. Motion to approve the donation of two sculptures for a public art installation at the central island of the roundabout North Leg Road / Milledgeville Road.
6. Motion to approve a five-year contract with Departure Media, Inc. for In-Terminal Advertising program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. **(RFP 22-253)** The contract had an initial term of five (5) years with no options for renewal
7. Motion to approve a construction contract with RW Allen Construction in the amount of \$2,660,428.00 to perform all tasks related to the Augusta Regional Airport (AGS) Fuel Farm Improvement Project - Base Bid Item 22-244A. Approved by the Augusta Aviation Commission on February 10, 2023.
8. Motion to approve the minutes of the Public Services Committee held on February 14, 2023.
9. Receive recommendations from the Interim Administrator/Staff regarding the needs of the Augusta Rowing Club concerning space for the storage of their equipment and other needs. (Referred from February 14 Public Services Committee)
10. Discuss maintenance and repair of the Boat House. (Requested by Commissioner Pulliam)
11. Discuss the policy and procedures of building permits and inspections on government buildings. (Requested by Commissioner Pulliam)



Public Services Committee

February 28, 2023

Alcohol Application

| | |
|---|--|
| Department: | Planning & Development Department |
| Presenter: | Julietta H. Walton-Business License & Customer Service Manager |
| Caption: | New Ownership-Existing Location: A.N. 23-06: A request by Levorse Scott for a retail package Beer & Wine License to be used in connection with Second Peach, Inc located at 1342 Gordon Hwy. District 1. Super District 9. |
| Background: | This is a New Ownership Application. Formerly in the name of Aasim Mohammed Abdul |
| Analysis: | The applicant meets the requirements of the City of Augusta's Alcohol Ordinance. |
| Financial Impact: | The applicant will pay a fee of \$1,330.00 |
| Alternatives: | N/A |
| Recommendation: | The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements. |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

Case Number: A.N. 23-06
Application Type: Retail Package Beer & Wine
Business Name: Second Peach, Inc
Hearing Date: February 28, 2023
Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: Levorsey Scott
Property Owner: 1499 Realty Holding LLC
Address of Property: 1342 Gordon Hwy
Tax Parcel #: 073-0-031-00-0
Commission District: District: 1 Super District: 9
Background: New Ownership

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

- **Zoning:** H-I (Heavy Industrial) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location.**

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Second Peach Inc
2. Business Address 1342 Gordon Hwy
3. City Augusta State GA Zip 30901
4. Business Phone () (404)-403-9580 Home Phone () _____
5. Applicant Name and Address: Levorsey Scott
4013 Miners Lanes, Villa Rica GA 30180
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) Levorsey Scott
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 07/28/2022
12. Mailing Address: 4013 Miners Lanes, Villa Rica GA 30180
Name of Business Second Peach Inc
Attention Owner
Address 1342 Gordon Hwy
City/State/Zip Augusta Ga 30901
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: Second Peach Inc
List name and other required information for each person having interest in this business.

| Name | Position | SSNO # | Address | Interest |
|----------------|----------|--------|---|----------|
| Levorsey Scott | Owner | | 4013 Miners Lanes, Villa Rica GA 30180 | 100% |
| | | | | |
| | | | | |

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store ☒ Other: GAS STATION AND CONVENIENCE STORE

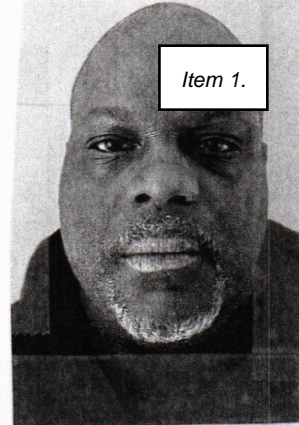
| License Information | Liquor | Beer | Wine | Dance | Sunday Sales |
|-------------------------|--------|-------------------------------------|-------------------------------------|-------|--------------|
| Retail Package Dealer | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| 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: 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. L.S

COPY

Item 1.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
LeVorse L Scott & Deborah Scott
22. List the name and other required information for each person, firm or corporation having any interest in the business.
LeVorse Scott - 4013 Miners Lanes, Villa Rica Ga 30180
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, LeVorse Scott
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.

Applicant Signature

25. I hereby certify that LeVorse Scott 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 22nd day of December, in the year 2022.

Notary Public

NJWANI
COBB County
My Commission Expires
January 27, 2023

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

February 28, 2023

Alcohol Application

| | |
|---|--|
| Department: | Planning & Development Department |
| Presenter: | Julietta H. Walton-Business License & Customer Service Manager |
| Caption: | New Ownership-Existing Location: A.N. 23-07: A request by Levorse Scott for a retail package Beer & Wine License to be used in connection with Peach First, Corp. located at 1499 Gordon Hwy. District 2. Super District 9. |
| Background: | This is a New Ownership Application. Formerly in the name of Aasim Mohammed Abdul |
| Analysis: | The applicant meets the requirements of the City of Augusta's Alcohol Ordinance. |
| Financial Impact: | The applicant will pay a fee of \$1,330.00 |
| Alternatives: | N/A |
| Recommendation: | The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements. |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

Case Number: A.N. 23-07

Application Type: Retail Package Beer & Wine

Business Name: Peach First, Corp

Hearing Date: February 28, 2023

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

Applicant: *Levorsey Scott*

Property Owner: 1499 Realty Holding LLC

Address of Property: 1499 Gordon Hwy

Tax Parcel #: 087-2-008-00-0

Commission District: District: 2 Super District: 9

Background: New Ownership

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location.**

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Peach First Corp
2. Business Address 1499 Gordon Hwy
3. City Augusta State GA Zip 30901
4. Business Phone (____) (404)-403-9580 Home Phone (____) _____
5. Applicant Name and Address: Levorsey Scott
4013 Miners Lanes, Villa Rica GA 30180
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) Levorsey Scott
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 07/28/2022
12. Mailing Address: 4013 Miners Lanes, Villa Rica GA 30180
Name of Business Peach First Corp
Attention Owner
Address 1499 Gordon Hwy
City/State/Zip Augusta Ga 30901
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: Peach First Corp
List name and other required information for each person having interest in this business.

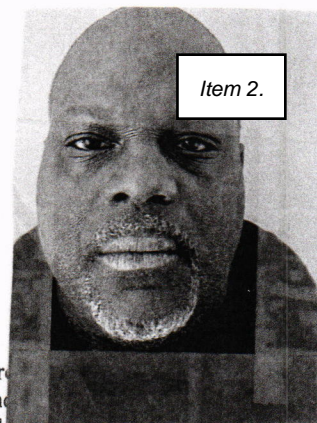
| Name | Position | SSNO # | Address | Interest |
|----------------|----------|--------|---|----------|
| Levorsey Scott | Owner | | 4013 Miners Lanes, Villa Rica GA 30180 | 100% |
| | | | | |
| | | | | |

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store ☒ Other: GAS STATION AND CONVENIENCE STORE

| 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: 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. L.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 where charged and its disposition. _____
21. List owner or owners of building and property.
LeVorse L Scott & Deborah Scott
22. List the name and other required information for each person, firm or corporation having any interest in the business.
LeVorse Scott - 4013 Miners Lanes, Villa Rica Ga 30180
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, LeVorse Scott
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

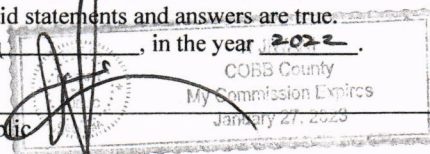
✗

Applicant Signature

25. I hereby certify that LeVorse Scott 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 22nd day of December, in the year 2022.

✗

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

February 28, 2023

Alcohol Application

| | |
|---|--|
| Department: | Planning & Development Department |
| Presenter: | Julietta H. Walton-Business License & Customer Service Manager |
| Caption: | New Ownership-Existing Location: A.N. 23-08: A request by David Hopkins for a Nano Distillery License to be used in connection with Second City Distillery located at #4 Eighth Street. District 1. Super District 9. |
| Background: | This is a New Ownership Application. Formerly in the name of William Hatch |
| Analysis: | The applicant meets the requirements of the City of Augusta's Alcohol Ordinance. |
| Financial Impact: | The applicant will pay a fee of \$1,500.00. |
| Alternatives: | N/A |
| Recommendation: | The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements. |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

Case Number: A.N. 23-08

Application Type: Nano Distillery

Business Name: Second City Distillery

Hearing Date: February 28, 2023

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

Applicant: *David Hopkins*

Property Owner: Morris Communications

Address of Property: #4 Eighth Street

Tax Parcel #: 037-3-013-00-0

Commission District: District: 1 Super District: 9

Background: New Ownership

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for Nano Distillery meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
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- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,500.00

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business SECOND CITY DISTILLING
2. Business Address 4 8th STREET
3. City AUGUSTA State GA Zip 30901
4. Business Phone (706) 214.2288 Home Phone (706) 832.7700
5. Applicant Name and Address: DAVID HOPKINS
435 CAMBRIDGE CIRCLE
MARTINEZ, GA 30907
6. Applicant Social Security # 426.57.6831 D.O.B. 4.7.81
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 037-3-013-00-0 Zoning COMMERCIAL
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: APRIL 2016
12. Mailing Address:
Name of Business SECOND CITY DISTILLING
Attention DINO DAKHLAS
Address 4 8th ST. AUGUSTA, GA
City/State/Zip AUGUSTA, GA 30901
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: CMD, LLC DBA SECOND CITY DISTILLING
List name and other required information for each person having interest in this business.

| Name | Position | SSNO# | Address | Interest |
|---------------|----------|-------------|--|----------|
| RAY CARNES | OWNER | 260.45.3209 | 811 PENNSYLVANIA COURT EVANS, GA 30809 | 85% |
| DAVID HOPKINS | OWNER | 426.57.6831 | 435 CAMBRIDGE CIRCLE MARTINEZ, GA 30907 | 15% |
| | | | | |
| | | | | |

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

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

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

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



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.
MORRIS COMMUNICATIONS Co.
22. List the name and other required information for each person, firm or corporation having any interest in the business.
RAYMONA CARNES
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, DAVID HOPKINS
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that David Hopkins is personally known to be,
That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein and, under oath actually administered by me, has sworn that said statements and answers are true.
This 2 day of December, in the year 2022

Applicant Signature

Notary Public

FOR OFFICE USE ONLY

| Department Recommendation | Approve | Deny | |
|---------------------------|---------|------|--|
| 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

February 28, 2023

Alcohol Application

| | |
|---|---|
| Department: | Planning & Development Department |
| Presenter: | Julietta H. Walton-Business License & Customer Service Manager |
| Caption: | Existing Location: A.N. 23-09: A request by Jennifer Marshall for an on-premises consumption Liquor & Beer License to be used in connection with K & J Soulbar and Grill located at 720 E Robinson Ave. Ste 101-102. There will Be Sunday Sales. District 3. Super District 10. |
| Background: | This is an Existing Location. |
| Analysis: | The applicant meets the requirements of the City of Augusta's Alcohol Ordinance. |
| Financial Impact: | The applicant will pay a fee of \$4,985.00. |
| Alternatives: | N/A |
| Recommendation: | The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements. |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

Case Number: A.N. 23-09

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

Business Name: K & J Soulbar and Grill

Hearing Date: February 28, 2023

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

Applicant: *Jennifer Marshall*

Property Owner: Shank, Inc

Address of Property: 720 E. Robinson Ave Ste 101-102

Tax Parcel #: 078-0-177-00-0

Commission District: District: 3 Super District: 10

Background: Existing Location

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,985.00.

RECOMMENDATION:

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

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

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

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

COPY

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business K & J Soubar and Grill
2. Business Address 720 East Robinson Avenue
3. City Gravetown State GA Zip 30813
4. Business Phone (706) 910-5606 Home Phone (706) 619-8303
5. Applicant Name and Address: Jennifer Marshall
2015 HATTON COURT
Augusta, GA 30909
6. Applicant Social Security # _____ D.O.B. 1
7. If Application is a transfer, list previous Applicant: _____

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

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business K & J Soubar and Grill
Attention _____
Address 720 East Robinson Avenue
City/State/Zip Gravetown, Georgia 30813
13. Ownership Type: () Corporation () Partnership (X) Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

| Name | Position | SSNO# | Address | Interest |
|-------------------|----------|-------|---------------------------|----------|
| Jennifer Marshall | Owner | | 2015 Hatton Court Augusta | 100% |
| | | | | |
| | | | | |
| | | | | |

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____

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

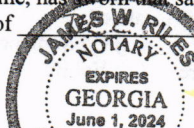
COPY

Item 4.

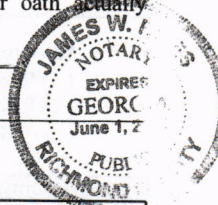


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation 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. Niren Patel
22. List the name and other required information for each person, firm or corporation having any interest in the business. Melvin Marshall
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, Jennifer Marshall
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Jennifer Marshall is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 22 day of _____, in the year 2022

Applicant 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 forgoing application

Administrator

Date



Public Services Committee Meeting

Meeting Date: February 28, 2023

Motion to approve the donation of two sculptures for a public art installation

| | |
|---|---|
| Department: | Parks & Recreation Department |
| Presenter: | Maurice McDowell |
| Caption: | Motion to approve the donation of two sculptures for a public art installation at the central island of the roundabout North Leg Road / Milledgeville Road. |
| Background: | Nelson A. Danish is donating two sculptures by Roger Finch. The Public Art Advisory Panel has recommended for the two sculptures to be placed in the center of the roundabout as public art installation. |
| Analysis: | Adding the sculptures would increase Augusta's Public Art portfolio and improve the attractiveness of the area. |
| Financial Impact: | The sculptures are being donated. Augusta will be responsible for maintenance of the sculptures. |
| Alternatives: | <ol style="list-style-type: none"> 1. To move to approve 2. To move to no action |
| Recommendation: | <ol style="list-style-type: none"> 1. To move to approve |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

**AUGUSTA, GEORGIA
AND
NELSON A. DANISH**

SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP

THIS SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP ("AGREEMENT") is made and entered into this 30th day of JANUARY, 2023, (the "Effective Date") between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, and Nelson A. Danish ("Donor"), known collectively as the "Parties," for the transfer of ownership of a piece of publicly installed artwork (the "sculpture") from the Donor to Augusta, as well as services and maintenance of those sculpture.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1. Scope. This Agreement shall involve a publically installed piece of artwork, its ownership, maintenance, and intellectual property:
 - a. "Tumbler", by Roger Finch, currently owned by Nelson A. Danish. (1985). In steel.
2. Ownership and Rights Related to the Sculpture.
 - a. Ownership of the sculpture shall pass to Augusta upon execution of this Agreement. The Donor hereby irrevocably assign, convey, and otherwise transfer to Augusta and its respective successors and assigns title to the sculpture.
 - b. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original Artists of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner:
 - i. The display of the sculpture on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

- ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

3. Responsibilities of Augusta.

- a. Augusta shall receive ownership of the sculpture. Augusta shall be solely responsible for all matters involving the ownership of the sculpture, including installation, upkeep, maintenance, insurance, and repair.
- b. Augusta shall be solely responsible and liable for any costs related to the relocation of the sculpture after the Effective Date of this Agreement.
- c. Augusta shall notify the Donor in any case of removal or relocation of any of the sculpture. Such notification shall occur at the earliest reasonable time. Augusta shall permit the Donor to submit guidance regarding removal, relocation, and re-installation. Such guidance may include, but is not limited to, proper transportation of the sculpture or preferential locations for re-installation. Augusta shall consult with the Donor during activities under this sub-paragraph.
- d. Augusta shall maintain the sculpture in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculpture, as is appropriate for the sculpture in the sole discretion of Augusta.
- e. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.
- f. Augusta shall develop a maintenance, repair, and upkeep plan.
- g. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

- a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

- a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

- b. Augusta nor the Donor shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

- a. Augusta agrees that the following shall be the agreed-upon appraised value and insurance value for the sculpture:
 - i. Tumbler, by Roger Finch
 - 1. Purchase Price: \$800.00
 - 2. Insurance value: \$800.00.

7. Warranties by the Donor

- a. The sculpture is professionally constructed of durable materials appropriate for outdoor public display.
- b. The sculpture can be structurally secured to a concrete pad with anchor bolts or similar devices.
- c. Installation of the sculpture will not irreparably damage, destroy, or materially alter the sculpture.
- d. The sculpture was solely the result of the artistic effort of the original Artists, they are unique and original and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculpture is free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

- a. Should Augusta decide to sell or donate the sculpture, the Commission will vote to allow for the sale and/or donation of the sculpture. The Donor shall have the right of first refusal to any sale or donation of the sculpture. Such right of first refusal shall be exercised by written notice to Augusta within thirty days of written notification by Augusta. If Donor elect to exercise its right of first refusal, they shall pay all costs associated with removal and relocation of the sculpture. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Donor stated herein, will be obligated to defend and indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Donor' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or

sale. In the event the Donor does not exercise their right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

- a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Donor 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 the Donor arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Donor, by executing this Agreement, specifically consent to jurisdiction and venue in Richmond County and waive any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- b. Neither Augusta nor the Donor shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.
- c. The Donor shall not be required to sign any document, no matter by whom requested, that would result in the Donor having to certify, guaranty, or warrant the existence of conditions that the Donor cannot ascertain.
- d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.
- e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.
- f. The Donor acknowledge 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, the Donor are deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Donor' 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 Donor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Donor agree that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Donor provide 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 the Donor. The Donor assume all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and waive 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.

- g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.
- h. 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 Agreement, (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 Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.
- i. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit

provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

- j. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and the Donor.
- k. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Donor

Augusta, Georgia

By: 

By: _____

Name: Nelson A. Danish

Name: Garnett Johnson

Title: Donor

Title: Mayor

Date: 1/30/2023

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

Address for Notices:

P.O. Box 8164
N. Ave. 5629864-8164
(800) 279-6502

Attention: _____

Address for Notices:

Augusta, Georgia
 535 Telfair Street, Suite 200
 Augusta, GA 30901
 Attention: Mayor Garnett Johnson

With copies to:

Maurice McDowell, Director
 Augusta PRD
 2027 Lumpkin Rd
 Augusta GA 30906

General Counsel

Augusta Law Department
 535 Telfair Street, Bldg 3000
 Augusta, GA 30901

1. The first part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees.

2. The second part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees.

3. The third part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees.

**AUGUSTA, GEORGIA
AND
NELSON A. DANISH**

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1. Scope. This Agreement shall involve a publically installed piece of artwork, its ownership, maintenance, and intellectual property:
 - a. "Windsong", by Roger Finch, currently owned by Nelson A. Danish. (1988). In steel.
2. Ownership and Rights Related to the Sculpture.
 - a. Ownership of the sculpture shall pass to Augusta upon execution of this Agreement. The Donor hereby irrevocably assign, convey, and otherwise transfer to Augusta and its respective successors and assigns title to the sculpture.
 - b. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original Artists of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner:
 - i. The display of the sculpture on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

- ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

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- d. Augusta shall maintain the sculpture in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculpture, as is appropriate for the sculpture in the sole discretion of Augusta.
- e. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.
- f. Augusta shall develop a maintenance, repair, and upkeep plan.
- g. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

- a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

- a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

- b. Augusta nor the Donor shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

- a. Augusta agrees that the following shall be the agreed-upon appraised value and insurance value for the sculpture:
 - i. Windsong, by Roger Finch
 - 1. Purchase Price: \$3,500.00
 - 2. Insurance value: \$3,500.00.

7. Warranties by the Donor

- a. The sculpture is professionally constructed of durable materials appropriate for outdoor public display.
- b. The sculpture can be structurally secured to a concrete pad with anchor bolts or similar devices.
- c. Installation of the sculpture will not irreparably damage, destroy, or materially alter the sculpture.
- d. The sculpture was solely the result of the artistic effort of the original Artists, they are unique and original and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculpture is free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

- a. Should Augusta decide to sell or donate the sculpture, the Commission will vote to allow for the sale and/or donation of the sculpture. The Donor shall have the right of first refusal to any sale or donation of the sculpture. Such right of first refusal shall be exercised by written notice to Augusta within thirty days of written notification by Augusta. If Donor elect to exercise its right of first refusal, they shall pay all costs associated with removal and relocation of the sculpture. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Donor stated herein, will be obligated to defend and indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Donor' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or

sale. In the event the Donor does not exercise their right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

- a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Donor 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 the Donor arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Donor, by executing this Agreement, specifically consent to jurisdiction and venue in Richmond County and waive any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- b. Neither Augusta nor the Donor shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.
- c. The Donor shall not be required to sign any document, no matter by whom requested, that would result in the Donor having to certify, guaranty, or warrant the existence of conditions that the Donor cannot ascertain.
- d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.
- e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.
- f. The Donor acknowledge 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, the Donor are deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Donor' 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 Donor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Donor agree that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Donor provide 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 the Donor. The Donor assume all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and waive 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.

- g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.
- h. 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 Agreement, (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 Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.
- i. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit

provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

- j. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and the Donor.
- k. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Donor

Augusta, Georgia

By: 

By: _____

Name: Nelson A. Danish

Name: Garnett Johnson

Title: Donor

Title: Mayor

Date: 1/30/2029

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

Address for Notices:

P.O. Box 8/64
N. AGS, SC 29861-8/64
(803) 879-6502

Attention: _____

Address for Notices:

Augusta, Georgia
 535 Telfair Street, Suite 200
 Augusta, GA 30901
 Attention: Mayor Garnett Johnson

With copies to:

Maurice McDowell, Director
 Augusta PRD
 2027 Lumpkin Rd
 Augusta GA 30906

General Counsel

Augusta Law Department
 535 Telfair Street, Bldg 3000
 Augusta, GA 30901



Public Services Committee Meeting

Meeting Date: February 14, 2023

Contract with Departure Media, Inc. for In-Terminal Advertising Program at Augusta Regional Airport

| | |
|---|---|
| Department: | Augusta Regional Airport |
| Presenter: | Herbert Judon |
| Caption: | Motion to approve a five-year contract with Departure Media, Inc. for In-Terminal Advertising program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. (RFP 22-253) The contract had an initial term of five (5) years with no options for renewal |
| Background: | The Airport entered into a contract with Departure Media, Inc., in 2018, to handle the In-terminal advertising concession. The contract had an initial term of five (5) years with no options for renewal. As the contract came up on its expiration date, Airport staff went out for bid on the service and received one response from the current concessionaire. Procurement and Airport staff evaluated the proposal and determined that the Departure Media proposal was acceptable. |
| Analysis: | Airport staff is recommending selection of Departure Media, Inc. (DMI), to operate the Airport In-terminal Concession Program. DMI has accepted and signed the concession agreement. The agreement is for a five (5) year term with no option for renewal. The contract identifies the terms and conditions for the service and includes the vendor proposal as an exhibit. |
| Financial Impact: | This project provides revenue to the Airport with a 35% revenue share for static displays and 10% revenue share for digital displays if new technology displays are installed. |
| Alternatives: | To deny. |
| Recommendation: | Recommend Approval. Approved by the Augusta Aviation Commission on January 26, 2023. |
| Funds are available in the following accounts: | N/A |

REVIEWED AND
APPROVED BY:

THIS AGREEMENT (Agreement) made this ____ day of _____, 20__, by and between Augusta, Georgia (Augusta), a political subdivision of the State of Georgia, by and through the Augusta Aviation Commission (Commission) and Departure Media, Inc.,(Concessionaire), a corporation existing under the laws of North Carolina authorized to do business in the State of Georgia, whose principal address is 180 Meeting Street, Suite 350, Charleston, South Carolina, 29401.

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of concession agreements in accordance with applicable Augusta ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Concessionaire is a corporation primarily engaged in the business of advertising; and

WHEREAS, both Commission and Concessionaire desire to enter into this Agreement to provide advertising space for persons desiring to place advertising in the Airport terminal; and

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, Commission and Concessionaire hereby agree as follows:

SECTION 1
DEFINITIONS; CONSTRUCTION

Definitions. Certain capitalized words and terms used in this Agreement are defined in the text herein. The following words and terms are defined terms under this Agreement:

1.1 “Advertiser” shall mean any company, corporation or person purchasing advertising space at Airport.

1.2 “Airport” shall mean the lands and facilities owned by Augusta and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.

1.3 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” shall mean, a business, whether it is a corporation, sole proprietorship, partnership or joint venture certified as an ACDBE by the Airport, or State of Georgia, of which at least fifty-one percent (51%) of the interest is owned and controlled by one or more socially and economically

disadvantaged individuals as defined in the Airport and Airways Safety and Capacity Expansion Act of 1987 and the regulation promulgated pursuant to 49 CFR Part 23.

1.4 “Assigned Areas” shall mean those areas of the Airport provided to Concessionaire for advertising displays.

1.5 “Augusta” shall mean the governing authority of Augusta-Richmond County, Georgia.

1.6 “Best Management Practices” shall include those environmental or operational standards or guidelines specifying common and accepted practices appropriate for the types of businesses Concessionaire, its contractors, agents or vendors engage in on the Airport or such standards or guidelines as have been articulated by pertinent trade associations, professional associations or regulatory agencies, including (but not limited to) Best Management Practices developed by the Airport with its tenants, including Concessionaire. Best Management Practices shall be subject to approval by the Executive Director.

1.7 “Commission” shall mean the Augusta Aviation Commissioners tasked with the overall administration of the Airport.

1.8 “Common Use Area” shall mean and refer to those portions of the Airport shared equally by all tenants.

1.9 “Concessionaire” shall mean and refer to Departure Media, Inc.

1.10 “Executive Director” shall mean the Executive Director of Augusta Regional Airport, or his/her designee, to exercise functions with respect to the rights and obligations of the Commission under this Agreement.

1.11 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

1.12 “Gross Advertising Sales Revenue” shall mean the amount received by Concessionaire from advertisers or their agencies for the use of advertising facilities under this Agreement and as further defined in Section 10.5.

1.13 “Public Areas” shall mean those areas of the Airport not leased to any person, company, or corporation that are open to use by the general public.

1.14 “Rules and Regulations” shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Executive Director, as the same may be amended, modified, or supplemented from time to time

1.15 “TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

1.16 “Uncollectibles” shall mean any invoice, which, after commercially reasonable efforts on the part of Concessionaire, remains uncollectible one year after delivery of invoice to Advertiser.

SECTION 2

REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public; that Augusta is the owner of the Airport and that Concessionaire may use only the Assigned Areas of the Airport herein described with only the privileges provided for in this Agreement.

2.1 Representations by Augusta. Augusta makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.1.1 Creation and Authority. Augusta is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2.1.2 Augusta is the owner of the Airport, has all requisite power and authority under the laws of the State of Georgia to authorize the Commission to (i) grant a concession to the Concessionaire, and (ii) to enter into, perform its obligations under this Agreement and (iii) to exercise its rights under this Agreement.

2.2 Representations by the Concessionaire. The Concessionaire makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.2.1 Organization and Power. The Concessionaire is a corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of North Carolina, is authorized to do business in the State of Georgia, and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

SECTION 3

GENERAL

3.1 That for and in consideration of the payments and agreements hereinafter mentioned to be made by Concessionaire, Commission does hereby grant to Concessionaire the

right to serve as the national, regional and local sales representative for all advertising displays within Assigned Areas at the Airport and to solicit and make contracts for advertising and exhibit material to be displayed therein.

3.2 The approximate number, types and sizes of advertising and exhibit spaces, and their locations, as well as additional locations as may be authorized from time to time by the Executive Director as being available to Concessionaire, are at the sole discretion of the Executive Director.

3.3 Concessionaire shall provide a comprehensive, contemporary and innovative advertising program unique to the Airport that utilizes state-of-the art technology and optimizes advertising effectiveness while minimizing visual clutter.

3.4 Concessionaire shall provide advertising that creatively reflects the character of the Airport and the culture and quality of life in Augusta and the Central Savannah River Area (CSRA).

3.5 Concessionaire shall provide displays that are aesthetically consistent with the Airport's design and architecture and compatible with Airport operational efficiencies. Concessionaire may procure and install static displays in place of digital displays at the approval of the Executive Director.

3.6 Concessionaire shall provide timely and effective ongoing and emergency maintenance of all displays.

3.7 Concessionaire shall provide a program and hiring policy that provides opportunities for qualified disadvantaged businesses.

3.8 Concessionaire shall provide a business plan that effectively serves advertisers while providing optimum revenues for the Commission.

3.9 Concessionaire shall adhere to the following operational standards:

3.9.1 Shall focus on procuring advertising from local and regional advertisers.

3.9.2 Provide architect approved engineering drawings for digital displays.

3.9.3 Provide maintenance staff with on site availability within twenty-four (24) hours upon Executive Director or Advertiser request.

3.9.4 Provide graphic guidance to advertisers and obtain written approval from the Executive Director for all graphic designs prior to installation.

3.10 Except as otherwise provided herein, all work shall be at Concessionaire's sole cost and expense and Concessionaire shall provide all necessary labor, supervision, materials, supplies and transportation.

3.11 All improvements and displays installed by the Concessionaire shall be of high quality, safe, fire resistant materials and shall be aesthetically compatible with Airport design.

3.12 Concessionaire shall upload digital advertisements to monitors and maintain display inventory in a first-class manner during the entire term of the Agreement.

3.13 Concessionaire shall ensure all advertising material is installed in a timely manner and consistent with the advertising contract dates.

3.14 Concessionaire shall supervise the installation of all inventory and advertising displays.

3.15 Concessionaire shall supervise repairs of all inventory and advertising displays as required.

3.16 Concessionaire shall hire maintenance personnel to service the advertising displays and install and remove advertising artwork; provided, however, all communication regarding repairs and requests are to be made directly to Concessionaire operations manager not to the Airport's maintenance personnel. The Executive Director must be notified prior to installations and/or maintenance being done at Airport.

3.17 Concessionaire shall continuously promote the concept of Airport advertising and conscientiously solicit and endeavor to sell international, local, national and regional advertisers and advertising agencies on the use of advertising facilities located at the Airport while maintaining and expanding the customer base.

3.18 Concessionaire will act as an advertising consultant to the Executive Director, rendering advice and information regarding the management of advertising displays and sales of advertising. If the Commission is considering additional types of advertising, it shall consult with Concessionaire in order to give Concessionaire a reasonable opportunity to determine if direct competition with concession program is forthcoming.

3.19 Concessionaire shall correctly invoice Advertisers in a prompt, conscientious and professional manner. All checks will be made payable to Concessionaire.

3.20 Concessionaire shall follow up with Advertisers to assist with collection of any advertising fees owed.

3.21 Concessionaire shall provide Executive Director with copies of current advertising contracts, monthly statements showing Advertisers and applicable revenues for the previous month.

3.22 The Concessionaire may install and maintain appropriate informational signs in the Assigned Areas for advertising, provided however, that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the Commission. All such signage shall be subject to written approval of the Executive Director prior to installation.

3.23 All advertisement, advertising copy, advertising materials and manners of commercial presentation shall be subject to the reasonable approval of the Executive Director. The Executive Director shall provide written notice of approval or disapproval of proposal to Concessionaire within five (5) days of submission of graphics sample by Concessionaire. Concessionaire shall not display any advertisements reasonably disapproved by the Executive Director. Concessionaire shall immediately remove from the Airport, within twenty-four hours upon written demand, any offensive advertisements.

3.24 Concessionaire shall provide a dedicated and qualified Sales Team, Customer Service Manager, and Maintenance Manager as part of this Agreement.

3.25 Concessionaire shall conduct regular research studies to define the lifestyles and psychographics of the Airport's travelers.

3.26 Concessionaire shall work closely with the Executive Director and his staff and shall provide:

- 3.26.1 Monthly sales reports
- 3.26.2 Records of maintenance requests
- 3.26.3 Project Management
- 3.26.4 Equipment Management
- 3.26.5 Concept Approval
- 3.26.6 Recommendations on the best use of space
- 3.26.7 Reports related to construction, relocation and/or expansion projects.

3.27 Concessionaire shall develop relationships with the local Chambers of Commerce, Convention and Visitors' Bureaus and other community based organizations to increase awareness of advertising opportunities at the Airport.

3.28 Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Title 49 USC 40103 of the United States Code (the Act). Without derogation to the Act and subject to the terms and provisions hereof, the Concessionaire shall have the sole right to use the Assigned Areas for advertising purposes under the provisions of this Agreement.

SECTION 4 **TERM**

Effective Date; Term. This Agreement shall become effective on the date written above and shall be for a period of five (5) years. This Agreement shall comply with O.C.G.A. §36-60-13, as amended, regarding multi-year agreements.

SECTION 5 **AIRPORT PREMISES**

5.1 Advertising displays may be located throughout the public areas of the Airport as the Concessionaire deems effective and as approved by the Executive Director.

5.2 All locations and advertising display units are subject to approval by the Executive Director. Concessionaire may modify advertising display types, locations and quantities only with the Executive Director's written approval.

5.3 Concessionaire shall use the Assigned Areas designated for advertising displays.

5.4 Commission reserves the right to enter upon the Assigned Areas at any time for the purpose of further developing and improving said Assigned Areas as it sees fit, regardless of the desires of Concessionaire, and without interference or hindrance, and at Commission's sole cost and expense.

5.5 Concessionaire shall not attach any additional posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Executive Director.

SECTION 6 **MAINTENANCE AND REPAIR**

6.1 Concessionaire accepts the Assigned Areas in their present condition and agrees to maintain the displays in the Assigned Areas in good state of repair at all times during the life of this Agreement.

6.2 Concessionaire warrants it has inspected the Assigned Areas and accepts possession of the Assigned Areas and any improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, ordinances of Augusta and the Airport’s Rules and Regulations as amended from time to time, or any regulation of any other governmental entity having jurisdiction over the Airport. Concessionaire agrees that the Assigned Areas are suitable and sufficient for the uses permitted hereunder. Except as may otherwise be provided for herein, Commission shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Assigned Areas or to any of the improvements presently located thereon. Commission shall never have any obligation to repair, maintain or restore, during the term of this Agreement, any improvements placed upon the Assigned Areas by Concessionaire, its successors and assigns.

6.3 Concessionaire, without limiting the generality hereof, shall:

6.3.1 Keep at all times, in a clean and orderly condition and appearance, the Assigned Areas, all improvements thereon and all of the Concessionaire’s fixtures, equipment and personal property which are located on any part of the Premises;

6.3.2 Repair any damage caused by Concessionaire or its employees and/ or contractors.

SECTION 7 **APPROVAL OF ADVERTISING MATERIALS; PLACEHOLDERS**

7.1 All advertising material and exhibit material, advertisements, location and manner of presentation shall be subject to approval by the Executive Director.

7.2 Concessionaire will immediately remove from the Airport, at its sole cost and expense, upon written demand of the Executive Director, advertising material that may be considered offensive to the general public. In the event that such material is not removed immediately upon receipt of written demand, the Executive Director may remove said material or display and Concessionaire will pay any warehouse or storage rental or other costs incurred by this action.

7.3 Neither the Commission nor its authorized representatives shall be held responsible or liable for any damage to the equipment or materials so removed.

SECTION 8 **USE OF AIRPORT**

8.1 Concessionaire shall not use or occupy or permit the Assigned Areas or any part thereof to be used or occupied, nor do or permit anything to be done in or on the Assigned Areas, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, or (ii) violate any of the covenants, agreements, provisions and conditions of this Agreement (iii) violate the certificate of occupancy then in force with respect thereto, or (iv) may make it difficult for the Commission to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.

8.2 Concessionaire shall not use or occupy or permit the Assigned Areas or any part thereof to be used or occupied, in whole or in part, in a manner which would in any way, in the Executive Director's reasonable judgment, may or tend to, impair or interfere with (i) the character, reputation or appearance of the Assigned Areas or the Airport.

8.3 Concessionaire shall not do or permit or suffer any waste, damages, disfigurement or injury to or upon the Assigned Areas or any part thereof.

8.4 In connection with the exercise of its privileges under this Agreement, Concessionaire shall not:

8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the Airport.

8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's Security Plan.

8.4.6 Use the Premises for any illegal purposes, or in violation of the rules and regulations of the FAA, TSA, ordinances of Augusta and/or the Airport's Rules or Regulations, as amended from time to time, or any regulation of any other governmental entity having jurisdiction over the Airport.

8.4.7 Use of the Airport in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Commission, the FAA or as may be implemented by the TSA.

8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, or disposed of in, on, under, about, or transported from anywhere on the Airport by Concessionaire, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than cleaning products and/or substances reasonably necessary in connection with Concessionaire's advertising activities, the prior written consent of the Executive Director shall be required, which shall not be withheld unreasonably. Augusta may impose, however, as a condition of such consent, such requirements as the Executive Director in his/her sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Concessionaire must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up) , and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Concessionaire's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous

wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Concessionaire to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing regulated levels of polychlorinated biphenyls, or radon gas; (3) any chemical, material, or substance defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “restricted hazardous waste”, “toxic substance”, or similar words under any applicable local, state, or federal laws, or any regulations promulgated pursuant thereto, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act, or CWA), as amended, 33 U.S.C §§1251 et seq.; the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. §§ 2601, et seq.; (4) any other chemical, material, or substance exposure that is prohibited, limited, or regulated by any government authority, and that may or could pose a hazard to the health and safety of occupants of the Airport, or to any person entering upon the Airport or adjacent property; and/or (5) any other chemical, material, or substance that may or could pose a hazard to the environment or a person.

8.5 Concessionaire shall use the Assigned Areas in accordance with published Airport Rules and Regulations. Concessionaire specifically agrees to comply with all present or future Rules and Regulations of Airport that are promulgated for the general safety and convenience of the Airport, its various tenants, invitees, licensees and the general public and which do not materially affect the use and enjoyment of the Assigned Areas for the purposes for which they are intended under this Agreement. Said Rules and Regulations may be examined by Concessionaire at the Airport Administrative Offices or viewed on the Airport’s website.

8.6 Concessionaire shall have rights of ingress and egress to and from the Assigned Areas, included but not limited to common use roadways, subject to any Rules or Regulations which may have been established or shall be established in the future by the Commission. Such

rights of ingress and egress shall apply to the Concessionaire's employees, customers, agents, contractors, suppliers, and other authorized individuals.

8.7 Employees, agents and contractors of Concessionaire shall be permitted to park at the Airport under the same terms and conditions as employees of other concessionaires at the Airport. Visiting service personnel shall be permitted to park in areas designated for temporary vendor parking.

SECTION 9 **FACILITIES AND SERVICES TO BE PROVIDED BY AUGUSTA**

Commission shall, without cost to Concessionaire:

9.1 Furnish all wall spaces and/or other areas in the condition required to accept video monitors and exhibits in the approximate number, type, standard industry sizes and locations, as well as additional locations, as may from time to time be approved by the Executive Director.

9.2 Supply electrical outlets at each approved location and any additional approved locations if equipment type should require electricity and provide CAT 5 cable or wireless access to the Airport's internet portal for video monitors at the Concessionaires' expense.

9.3 Provide electrical current in reasonable amounts for the operation of video monitors.

9.4 Without incurring any liability for property damage, provide normal police surveillance and protection of the displays against vandalism or trespass and will report to Concessionaire the discovery of any damage or unsightly appearance so client(s) may be notified of any interruption in service and repair(s) can begin.

SECTION 10 **CONCESSION FEES**

10.1 For the privileges herein provided, Concessionaire shall pay the Commission thirty-five percent (35%) of the Gross Advertising Sales Revenue or the minimum annual guarantee (MAG), whichever is higher, from advertising opportunities sold by Concessionaire for placement at the Airport for each of the years the Agreement is in effect. In the event Concessionaire upgrades the monitors to NanoLumens equipment, the percentage share of digital revenue from this exposure will be ten percent (10%). The Percentage Fee due each month shall be calculated by multiplying the Applicable Percentage set forth as outlined below by

Concessionaire's Gross Advertising Sales Revenue for the immediately preceding calendar month or the MAG, whichever is higher.

10.2 The Percentage Fee Payment of the Gross Advertising Sales Revenue shall be subject to proportional percentage reduction equal to actual and prospective advertising revenues lost and unearnable from removed advertising locations where ten percent (10%) or more (as a percent of potential advertising revenues based on Concessionaire's current rate card) of the Assigned Areas are deleted at the request of Augusta without the option of replacement locations of at least equal passenger exposure and value. The specified percentage of the Gross Advertising Sales Revenue payment to the Commission shall be subject to temporary pro rata reduction equal to Advertiser payments refunded to or withheld by affected advertisers where a display case or other display advertisement in the Assigned Areas was visually obstructed or subject to electric supply failure for more than three days without default to Concessionaire.

10.3 Capital investment will be determined by (i) the number of approved locations, (ii) Advertisers' demand for new advertising options pursuant to executed contracts and (iii) the term of the Agreement.

10.4 The term "Gross Advertising Sales Revenue" as used herein shall be defined as the amount received by Concessionaire from advertisers or their agencies for the use of advertising facilities under this Agreement.

It is further understood that such Gross Advertising Sales receipts (Gross Receipts) shall not include:

10.4.1 Standard fifteen percent (15%) commissions paid to advertisers' recognized advertising agencies;

10.4.2 Uncollectibles at year-end;

10.4.3 Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to Augusta;

10.4.4 Expensible charges and fees including but not limited to phone charges, rental fees, maintenance fees, brochure stocking fees, credit card fees, technology fees (i.e., content management including programming and maintenance charges for computer-operated, video, interactive or motion displays, equipment repair or replacement, IT support), production, installation and removal charges; or

10.4.5 Commissions received from vendors for production and fabrication work.

10.5 In the event Concessionaire is unable to collect amounts due from Advertisers upon which Concessionaire had previously based Percentage Fee payments after diligent efforts, such “uncollectible amounts” shall be deemed uncollectible and an appropriate adjustment shall be made in Concessionaire’s subsequent statements and Percentage Fee submissions. If any “uncollectible amounts” are collected by Concessionaire after adjustment, then appropriate upward adjustment shall be made to a subsequent revenue statement and Percentage Fee submission, excluding collection costs.

10.6 All Percentage Fee Payments shall be made on or before the twentieth (20th) day of the calendar month following the calendar month during which the Gross Advertising Sales Revenue hereinabove described has been realized. Any and all local taxes, including use, receipts, or similar taxes imposed by law and levied and assessed to Concessionaire as a result of its activities hereunder shall be excluded from the Percentage Fee Payment.

SECTION 11 **CONCESSION REQUIREMENTS**

The granting of the authority to the Concessionaire to operate at the Airport set forth in this Agreement will be on the following terms and conditions:

11.1 Concessionaire shall provide the highest degree and standards of quality advertising services to the passengers and patrons of the Airport.

11.2 Concessionaire shall furnish prompt, efficient, first class service that is adequate to meet all responsible demands for advertising services.

11.3 Concessionaire shall abide by the rules and regulations of the FAA, TSA, ordinances of Augusta, and the Augusta Regional Airport’s Rules and Regulations as amended from time to time, or any regulation of any other governmental entity having jurisdiction over the Augusta Regional Airport.

SECTION 12 **EMPLOYEES OF CONCESSIONAIRE**

12.1 Concessionaire shall require all of its employees, subcontractors and/or independent contractors hired by Concessionaire working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.

12.2 One of the Concessionaire's employees shall be designated to obtain an identification badge from the Airport. Concessionaire will be responsible for paying for the cost of TSA required employee background checks and badging.

SECTION 13 **INTEREST ON OVERDUE PAYMENTS**

Payments not received when due shall accrue interest from the due date until paid in full. After the due date, there shall be added to all unpaid sums due the Commission an interest charge of one and one-half percent (1.5%) per month on the principal sum, computed as simple interest; at no time will the interest actually charged exceed the highest applicable interest rate permitted under Georgia law.

SECTION 14 **ACCOUNTING PROCEDURES; AUDIT**

14.1 **Accounting Procedures.** Concessionaire covenants and agrees that it shall establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Concessionaire shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted by, or on behalf of Augusta); provided, however, that Augusta may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Concessionaire, at its option, may deliver such records into the custody of Augusta.

14.2 **Audit.** Representative(s) designated by the Executive Director shall be allowed to inspect and audit Concessionaire's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. Commission's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit in a manner consistent with Generally Accepted Auditing Standards. The costs of such audit shall be borne by the Commission unless

the results of such audit reveal a discrepancy of more than three percent (3%) for any other amount for any twelve (12) month audit period. In the event of such discrepancy, the full cost of the audit shall be borne by the Concessionaire, and Concessionaire shall promptly pay all additional fees owing to the Commission together with interest on such sums from the date originally due until the date paid.

14.3 In the event that Concessionaire's books or accounts are not maintained in Augusta, they shall be made available for audit digitally within twenty (20) business days of a request by the Commission, or Concessionaire shall pay in full any travel and related expenses of the Commission's representative(s) to travel to the location outside Augusta.

14.4 In those situations where Concessionaire's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Concessionaire agrees to provide the Commission's representative with extracts of data files in a computer readable format, electronic mail with attached files or suitable alternative computer data exchange formats. Concessionaire agrees to provide appropriate workspace to conduct the audit and free access to copiers; number to Concessionaire's accounting manager or the like who have a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist Commission with its audit. Concessionaire will also allow interviews of past and present employees who were or are involved in the financial or operational activities of Concessionaire.

SECTION 15

RECORDS TO BE MAINTAINED BY CONCESSIONAIRE

15.1 Concessionaire shall maintain a complete and accurate set of books and records on the business conducted for this Agreement and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Concessionaire's Gross Advertising Sales Revenue from its operation on the Airport.

15.2 Concessionaire shall provide a statement verifying monthly Gross Advertising Sales Revenues, as previously reported by Concessionaire to Commission. Said verification is to be compiled by a competent accountant.

SECTION 16

COMPLIANCE WITH LAW

Concessionaire agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport Rules and Regulations. It is further agreed that the Executive Director, acting on behalf of the Commission, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Concessionaire. Concessionaire understands that all operations, uses and occupancy of the Assigned Areas must be in strict compliance with all rules and regulations of the FAA, TSA, ordinances of Augusta, and the Augusta Regional Airport's Rules and Regulations as amended from time to time, or any regulation of any other governmental entity having jurisdiction over the Airport., grant requirements, and related provisions for Airport use and operations without restrictions or limitations. Concessionaire further agrees that, in the event there is a question of interpretation, it will comply with the Commission's interpretation of such requirements, rules, laws and regulations. This provision supersedes any other provision of this Agreement, which may be in conflict therewith. Any default by Concessionaire shall permit the Commission to immediately terminate the Agreement as a non-exclusive remedy.

SECTION 17

DEFAULT AND TERMINATION

17.1 The Commission may terminate this Agreement for any Event of Default or as set forth below:

17.2 Events of Default: The following shall be "Events of Default" under this Agreement constituting a material breach of the Agreement and the terms "Events of Default" and "default" shall mean any one of the following events:

17.2.1 If the Assigned Areas are vacated, not utilized or abandoned by the Concessionaire for a period of thirty (30) days or more.

17.2.2 If Concessionaire uses the Assigned Areas for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard or requirement of Augusta, any federal, state or local governmental entity with respect to Concessionaire's occupancy and/or use of the Assigned Areas.

17.2.3 If Concessionaire fails to obtain, pay for, and maintain in full force and effect at all times during the life of this Agreement, without any lapse in coverage, such insurance as is required of Concessionaire herein.

17.2.4 If Concessionaire fails to make payments when due hereunder, where such failure shall continue for a period of seven (7) days following service of notice thereof upon Concessionaire by the Commission.

17.2.5 If Concessionaire uses, or permits the use of, the Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Concessionaire, Commission may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Concessionaire and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.

17.2.6 The failure by Concessionaire to observe or perform any covenant, condition, or agreement to be observed or performed by Concessionaire in this Agreement.

17.2.7 The filing by Concessionaire of a petition in bankruptcy, Concessionaire being adjudged bankrupt or insolvent by any court, a receiver of the property of Concessionaire being appointed in any proceeding brought by or against Concessionaire, Concessionaire making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Concessionaire's interest in the Assigned Areas or on any personal property kept or maintained on the Airport by Concessionaire.

SECTION 18 **REMEDIES**

18.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in the Agreement or to any other remedies available to the Commission at law or in equity, whenever any "Events of Default" (other than a default under Section 17, above, upon which termination of this Agreement shall, at the Commission's option, be effective immediately without further notice) continues to be un-remedied in whole or in part for thirty (30) days after Notice of Default is provided by the Commission to Concessionaire (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any fees or other required payment under when due). This Agreement and all of Concessionaire's rights under it will automatically

terminate if the Notice of Default so provides. Upon termination, Commission may reenter the Assigned Areas using such force as may be necessary and remove all persons and property from the Airport. Commission will be entitled to recover from Concessionaire all Concession fees and other sum or charge otherwise payable by Concessionaire, or any other payments and damages incurred because of Concessionaire's "Events of Default".

SECTION 19 **NON-WAIVER OF RIGHTS**

Should Concessionaire breach any of its obligations hereunder, Commission may thereafter accept from Concessionaire any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the Commission's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the Commission of any default, breach, or omission of Concessionaire under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

SECTION 20 **ASSIGNMENT**

20.1 Concessionaire may not, without the prior written consent of the Commission endorsed hereon, assign this Agreement. Such consent shall not be unreasonably withheld.

20.2 Assignees shall become liable directly to the Commission for all obligations of Concessionaire hereunto, without relieving Concessionaire's liability.

20.3 It is expressly understood that Concessionaire shall not sell or otherwise change ownership of its advertising business or permit representation by any person or persons other than Concessionaire without the prior written approval of the Commission.

SECTION 21 **DAMAGE OR DESTRUCTION OF DEMISED PREMISES**

If the Assigned Areas are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Agreement shall terminate as of the

date of such destruction or substantial damage, and all concession fees shall be considered accounted for as between the parties hereunto as of that date.

SECTION 22 **INSURANCE**

22.1 Concessionaire agrees to carry and maintain in force at all times during the Term of this Agreement, at Concessionaire's sole expense, the insurance described herein.

22.2 Concessionaire acknowledges that the Commission has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

22.3 Concessionaire understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or the Commission, as determined in the sole but reasonable discretion of the Executive Director, Concessionaire will increase such minimum limits by reasonable amounts on written request of the Executive Director. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.

22.4 Within (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Concessionaire shall deliver to the Commission insurance certificates certifying compliance with such modified coverage(s).

22.5 No written amendment of this Agreement shall be required to effectuate said increases in minimum limits.

22.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.

22.7 Any self-insured retention or deductible on any insurance coverage required shall be declared by Concessionaire and approved by the Commission.

22.8 Concessionaire acknowledges that the Commission is not responsible for the costs of its insurance premiums.

22.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Commission no less than thirty (30) days prior to cancellation or change.

22.10 **Proof of Insurance.** Concessionaire shall provide the Commission with an annual Certificate of Insurance on all required insurance prior to Concessionaire's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Concessionaire shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Commission.

22.11 The Augusta-Richmond County, Georgia Board of Commissioners, the Commission, Augusta Regional Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office shall be named as "Additional Insureds" on all required coverage and also shown on the certificate as such.

22.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than One Million Dollars (\$ 1,000,000) covering Concessionaire's operations on Airport. The foregoing insurance shall be endorsed to state that it will be primary to the Commission's insurance and that the Concessionaire waives its right of subrogation against the Augusta- Richmond County, Georgia Board of Commissioners, the Commission, Augusta Regional Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office. the Augusta-Richmond County, Georgia Board of Commissioners, the Commission, Augusta Regional Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

22.13 **Workers' Compensation Insurance.** Concessionaire shall provide Workers' Compensation insurance with statutory limits and employers liability with a limit of One Million Dollars (\$1,000,000) for employees and subcontractors with limits of liability of not less than One Million Dollars (\$1,000,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against

the Commission, Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.

22.14 Property Insurance. To insure Concessionaire against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Executive Director, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Concessionaire, if Concessionaire is renting or leasing improvement and Concessionaire maintains the required insurance. The foregoing insurance shall be endorsed to state that the carrier waives its right of subrogation against the Augusta-Richmond County, Georgia Board of Commissioners, the Commission, Augusta Regional Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office. Augusta and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

22.15 An insurance binder letter or a Certificate of Insurance must be sent to:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9620

22.18 Loss Control and Safety. Concessionaire shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Airport and the manner in which such activities shall be undertaken and to that end, Concessionaire shall not be deemed to be an agent of the Commission or Augusta. Precaution shall be exercised at all times by Concessionaire for the protection of all persons, including employees and property. Concessionaire shall make special effort to detect hazards and shall take prompt action where loss control/safety measure should reasonably be expected.

SECTION 23 **FEDERAL GOVERNMENT'S EMERGENCY CLAUSE**

It is understood that, during time of war or national emergency, the Commission shall have the right to lease any and all of the herein described Assigned Areas to the United States Government for military use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease of the Government shall be suspended.

SECTION 24

INDEMNIFICATION AND HOLD HARMLESS

24.1 Concessionaire shall indemnify and hold harmless the Augusta-Richmond County, Georgia Board of Commissioners, the Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office against all claims, damages, losses and expenses, including but not limited to attorney's fees, and expenses of litigation incurred by the Commission in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Airport caused by any negligent act or omission of Concessionaire or which arise out of any failure of Concessionaire to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Concessionaire's operations under this Agreement.

24.2 Concessionaire shall keep, defend and hold harmless the Augusta-Richmond County, Georgia Board of Commissioners, the Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, employees, guests, licensees, invitees, and successors in office, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Concessionaire, by reason of death or injury to persons or loss or damage to property, resulting from Concessionaire's operations or activities on the Airport, or anything done or omitted by Concessionaire under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.

24.3 In the event of a conflict between the provisions of the Augusta Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 25

SECURITY

Concessionaire, its officers, employees, agents, and those under its control, shall comply with security measures required of Augusta, the Commission, the FAA, the TSA, or the U. S. Department of Transportation, or contained in any Airport Master Security Plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Concessionaire's Agreement. If Concessionaire, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Commission, then Concessionaire shall be responsible and shall reimburse the Commission in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend Augusta and the Commission against such claims.

SECTION 26 **DAMAGE TO AIRPORT**

Concessionaire shall be liable for any damage to the Airport caused by Concessionaire's officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Concessionaire is liable shall be made by the Commission at Concessionaire's expense.

SECTION 27 **NON-DISCRIMINATION**

27.1 Concessionaire shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, provided that Concessionaire may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

27.2 Concessionaire shall make its services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, sex, sexual orientation, age, national origin, or disability.

27.3 Non-compliance with the above paragraphs, after written findings, shall constitute a material breach thereof and in the event of such non-compliance, the Commission shall have the right to terminate this Agreement or at the election of Augusta and/or the Commission or the

United States, either or both said governments shall have the right to judicially enforce the above paragraphs.

27.4 Concessionaire assures that it will undertake an affirmative action program to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or disability be excluded from participating in any employment activities covered in 49 C.F.R. Part 29, Subpart E, and/or 29 C.F.R. Part 21. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub-organization provide assurances to Concessionaire that they similarly will undertake affirmative action programs and they will require assurances from their sub-organizations, as required by the aforesaid regulations, to the same effect.

27.5 Concessionaire will maintain open hiring and employment practices and will accept applications for employment in all positions from all qualified individuals.

27.6 Concessionaire will provide to the Commission any information needed in the preparation of reports or documents and other data relative to equal employment.

27.7 Concessionaire shall include similar clauses in any subcontracts and shall cause such subcontractors to include these clauses in any contract related to the provision of services.

SECTION 28

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

28.1 **Certification Required.** Augusta and the Commission do not operate a DBE, MBE or WBE Program for Augusta-Richmond County, Georgia funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead, Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of Augusta to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

28.2 **Program.** The Commission has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of

Transportation (DOT), 49 CFR Part 23. The Commission and Augusta Regional Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Commission to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

28.2.1 To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;

28.2.2 To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;

28.2.3 To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;

28.2.4 To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport(s);

28.2.5 To help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport; and

28.2.6 To provide appropriate flexibility to our Airport in establishing and providing opportunities for ACDBEs.

28.3 **Contact.** The Commission, on behalf of the Augusta Regional Airport, has appointed Risa Bingham, Augusta Regional Airport, 1501 Aviation Way, Augusta Georgia 30906 Telephone: (706) 798-3236; E-mail: rbingham@augustaga.gov as the Airport Concessionaires DBE Liaison Officer (ACDBELO). In that capacity, Ms. Bingham is responsible for implementing all aspects of the DBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Commission and Airport in its financial assistance agreements with the Department of Transportation.

28.4 **Opportunities for Participation.** It is the policy of Commission and Airport to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. Commission and Airport encourages the Concessionaire to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction

or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Concession at this Airport.

28.5 Reports. Concessionaire shall submit ACDBE participation reports to the Commission as required for the purpose of demonstrating the Airport's compliance with 49 CFR Part 23. The ACDBE concession specific goal for this Agreement is 9.68%. The Airport is required to track the usage of ACDBE's for all concession contracts. The Concessionaire will be required to submit the following information:

28.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;

28.5.2 A description of the work that each ACDBE will perform;

28.5.3 The dollar amount of the participation of each ACDBE firm participating;

28.5.4 Written and signed documentation of the use of an ACDBE.

28.6 Non-Discrimination in Contracts. Commission and Airport encourage Concessionaire to create and maintain a diverse workforce, contractor and supplier base. The Concessionaire shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all contracts at Augusta and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Concessionaire shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 29

NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice

shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Commission shall be mailed to:

Augusta Aviation Commission
Attn: Executive Director
1501 Aviation Way
Augusta, GA 30906

With a copy to: Augusta Law Department
535 Telfair St.
Building 3000
Augusta, GA 30901

All notices to Concessionaire shall be mailed to:

Departure Media, Inc.
180 Meeting Street, Suite 350
Charleston, South Carolina 29401
Attn: Leslie Bensen

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

SECTION 30 **LIENS**

Concessionaire shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Concessionaire or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor by or for it or them at said premises, reserving the right to contest in court the validity of any such liens. Concessionaire shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against Augusta for improvements made by Concessionaire, Concessionaire shall hold Augusta harmless from such claim, including the cost of defense.

SECTION 31 **SURVIVAL**

Concessionaire's obligations under this Article shall survive the expiration or earlier termination of this Agreement. No modification, termination or surrender to the Commission of

this Agreement or surrender of the Assigned Areas or any part thereof, or of any interest therein by Concessionaire, shall be valid or effective unless agreed to and accepted in writing by the Commission, and no act by any representative or agent of the Commission, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 32 **RULES AND REGULATIONS**

32.1 Concessionaire shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Augusta's ordinances which may govern said use and access of the Airport, as may be amended from time to time by the Commission.

32.2 Concessionaire shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

32.3 Concessionaire shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by Augusta or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission. The Executive Director will direct Concessionaire to the Airport website location of the initial Rules and Regulations, which may be viewed currently at <http://www.flyags.com/Resources/1316.pdf>.

32.4 Concessionaire's right of access to the Airport shall be subject to security considerations and all federal, state, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.

32.5 Concessionaire shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.

SECTION 33 **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and no representation, inducements, promises, or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Commission to exercise any power at variance with the terms hereof shall constitute a waiver of The Commission's right to demand exact compliance with the terms hereof.

SECTION 34
GOVERNING LAW

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia.

SECTION 35
VENUE

All claims, disputes, and other matters in question between the Commission and Concessionaire arising out of or relating to this Agreement, or the breach hereof, shall be decided in the Superior Court of Richmond County, Georgia. Concessionaire, by executing this Agreement, specifically consents to jurisdiction and venue in Augusta-Richmond County and waives any right to contest jurisdiction and venue in the Superior Court of Richmond County, Georgia or the United States District Court for the Southern District of Georgia, Augusta Division.

SECTION 36
ATTORNEY'S FEES

If the Commission is reasonably required to obtain counsel to enforce any of its rights under this Agreement or to collect its fees and charges, the Commission shall be entitled to recover from Concessionaire reasonable attorney's fees and expenses incurred by it in connection with such proceedings.

SECTION 37
MISCELLANEOUS PROVISIONS

37.1 No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

37.2 Captions herein are for convenience or reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.

37.3 **Counterparts.** This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

37.4 Nothing contained in this Agreement shall be construed to be a waiver of Augusta-Richmond County, Georgia or the Commission's sovereign immunity.

37.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.

37.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.

37.7. **Covenants Bind and Benefit Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

37.8 **Open Records.** The Concessionaire acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Concessionaire shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Concessionaire shall notify the Commission immediately of any request made under the Open Records Act and shall furnish Augusta and the Commission with a copy of the request and the response to such request.

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

Augusta- Richmond County, Georgia

Augusta Aviation Commission:

By: _____
Garnett L. Johnson Mayor

By: _____,
Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

Signed this ____ day of _____, 2023 in the presence of:

DEPARTURE MEDIA, INC.

Witness

Leslie Bensen, President and Chief
Executive Officer

Approved as to content:

Approved as to form:

By: _____
Rachel Mack, General Counsel

Date: _____

EXHIBIT A OPERATIONAL PLAN

Concept and Operational Plans

Design Plan/Schedule

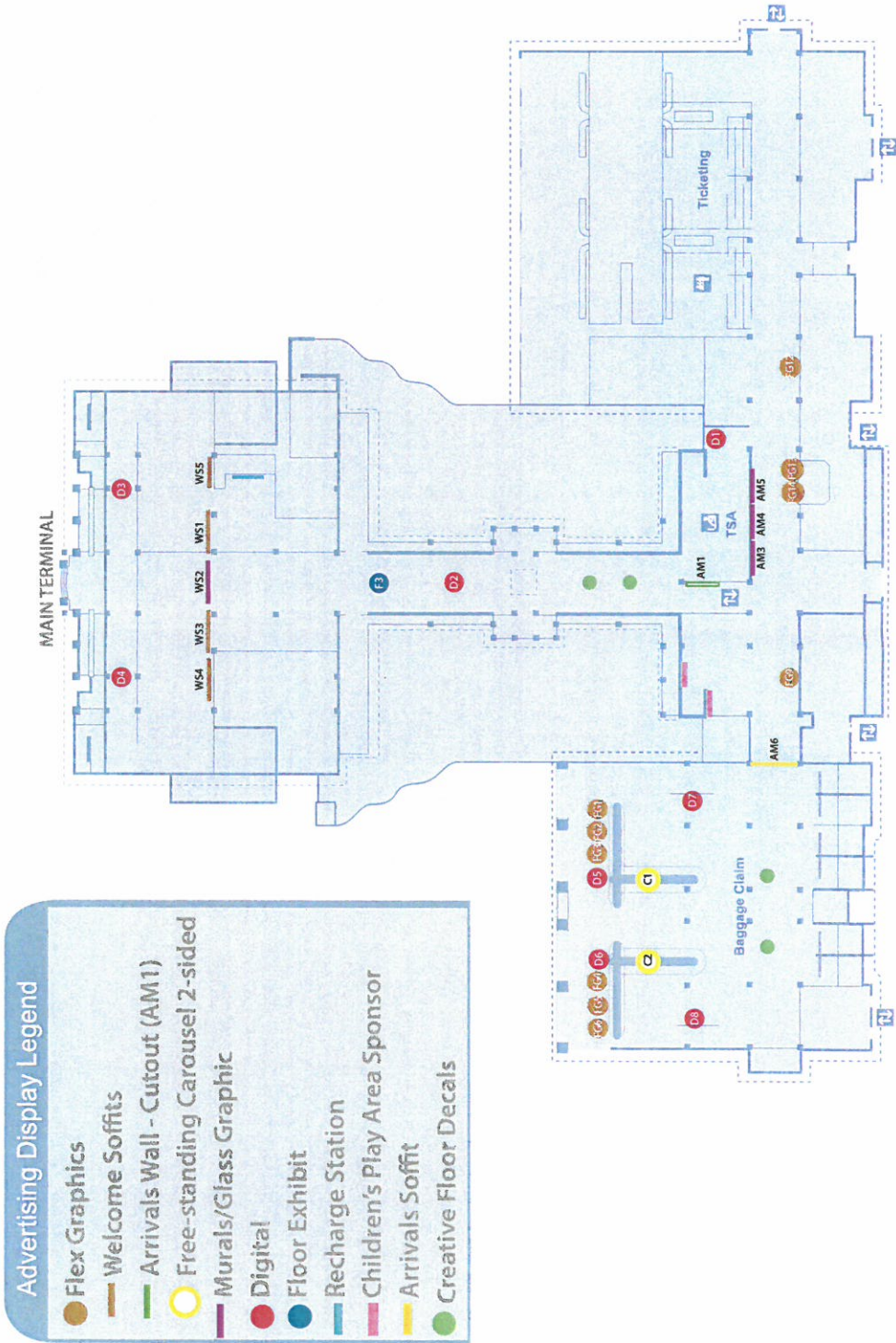
In order to develop an impressive display program that commands maximum revenues, our design plan is scheduled in phases. Concepts are created for your approval, then marketed to prospective customers until an advertiser is secured; the display is then fabricated and installed. This process creates a demand for unique displays and minimizes clutter.

Augusta Regional Airport - Advertising Program Schedule

| Display Type | Display Type Description - Main Terminal | Timing |
|----------------------------------|---|--|
| Sponsorship | Children's Play Area *with glass graphic and nonlit flexgraphic | 30 days from advertising contract execution |
| Tension Fabric Displays - Nonlit | Standard Nonlit Flexgraphic - 6x6 in Main Terminal Arrivals Baggage Claim | 30 days from advertising contract execution |
| Tension Fabric Displays - Nonlit | Arrivals Soffit (AM6) | execution |
| Tension Fabric Displays - Nonlit | Gatehold Recharge Station 4'x7' | execution |
| Tension Fabric Displays - Nonlit | Baggage Claim Circle Graphics | AGS to determine - 30-60 days after approval |
| Main Terminal Digital | TSA, Gatehold and Arrivals Digital Monitor Upgrades | AGS to determine - 30-60 days after approval |
| Recharge Station | Baggage Waiting Area Recharge Station (without seating) | execution |
| Murals | Arrivals Hallway and Baggage Floor Decals | execution |
| Murals | Interior JetBridges | execution |
| Tension Fabric Displays - Nonlit | Freestanding Carousel Double-sided TFD | 30 days from advertising contract |
| Display Type | Display Type Description - Private Terminal (FBO) | Timing |
| Digital | Private Terminal Digital Monitor Upgrade | 30 days from advertising contract |

While the majority of displays will be purchased when sold to an advertiser, it usually takes about 30 days to install from contract execution.

AUGUSTA REGIONAL AIRPORT - (AGS)
Augusta, Georgia



A. Children's Play Area Sponsorship

Tension fabric and Glass Graphic Combination Display



DEPARTURE MEDIA

CLIENT

JOB #

PROJECT

DESIGNER

CONCEPT

VERSION

DATE

NOTES

Display dimensions are based on location and will be purchased based on advertiser demand.

* SIZES ARE FOR REFERENCE ONLY. ALL SIZES SUSPECT TO CHANGE BASED ON FINAL AIRPORT APPROVAL

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SHEET #

FASTSIGNS®

B. Recharge Station Sponsorship

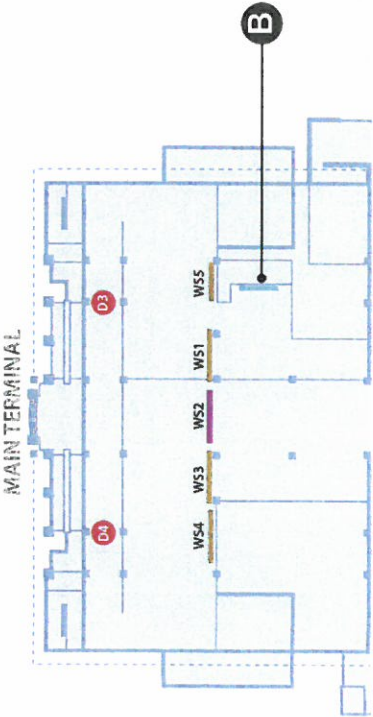
Tension fabric frame above gatehold recharge station
Proposed Advertiser: Georgia Power



| | |
|---|--|
| DEPARTURE MEDIA <small>STATION</small> | |
| CLIENT | |
| JOB # | |
| PROJECT | |
| DESIGNER | |
| CONCEPT | |
| VERSION | |
| DATE | |

NOTES

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SHEET #

C. Baggage Specialty Graphics - Circle Shape

Tension fabric
Approx. 6' Diameter
-Accommodates existing and new advertisers



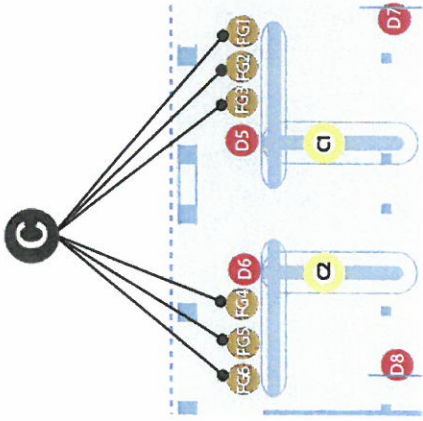
| | |
|---|--|
| DEPARTURE MEDIA <small>AIRPORT ADVERTISING</small> | |
| CLIENT | |
| JOB # | |
| PROJECT | |
| | |
| | |
| DESIGNER | |
| CONCEPT | |
| VERSION | |
| DATE | |

NOTES
Display dimensions are based on location and will be purchased based on advertiser demand.

* SIZES ARE FOR REFERENCE ONLY. ALL SIZES SUBJECT TO CHANGE BASED ON FINAL AIRPORT APPROVAL.

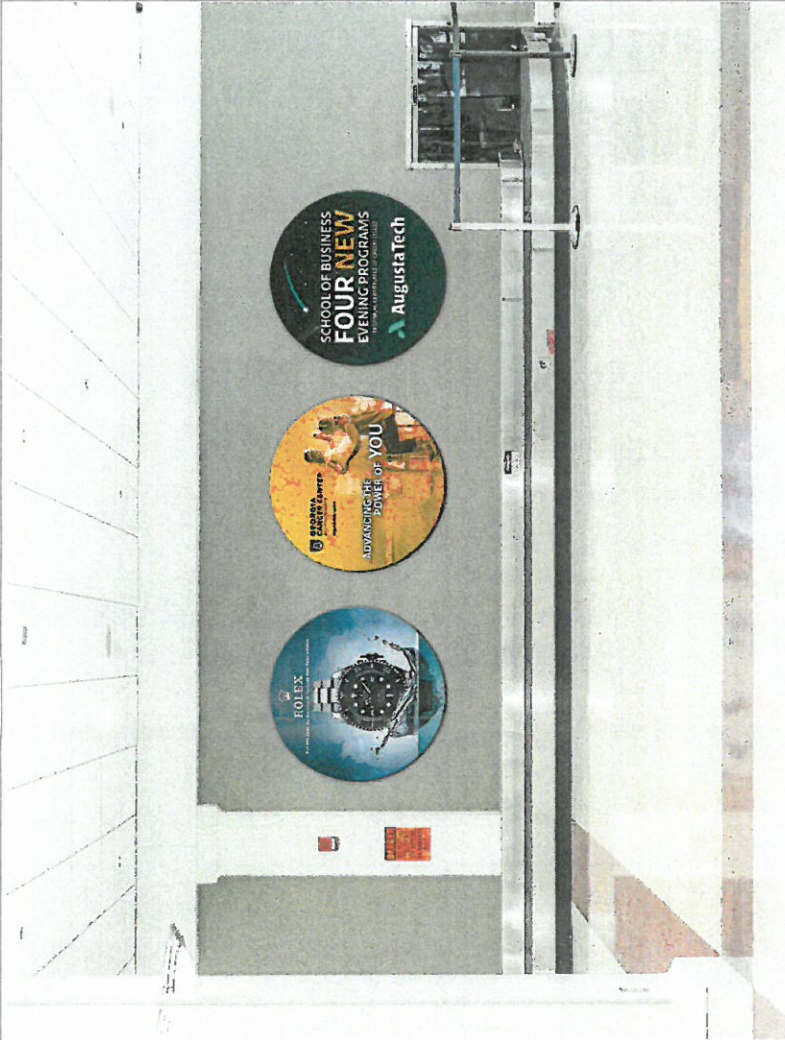
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SHEET #

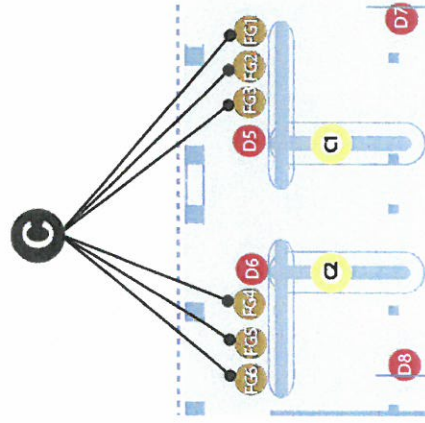


C. Baggage Specialty Graphics - Circle Shape

Tension fabric
Approx. 6' Diameter
-Accommodates existing and new advertisers



FAST SIGNS®



NOTES
Display dimensions are based on location and will be purchased based on advertiser demand.

* SIZES ARE FOR REFERENCE ONLY. ALL SIZES SUSPECT TO CHANGE BASED ON FINAL AIRPORT APPROVAL

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SHEET #

D. Baggage Digital Upgrades

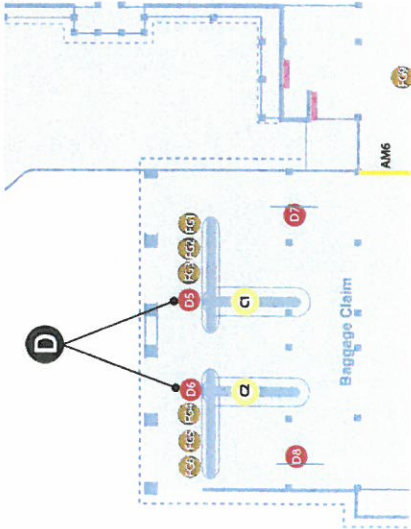
Baggage back wall upgraded to two 85" digital monitors
New Monitor Specs: Samsung QM85R-b Commercial 4k Display
Upgrade Date: September 15, 2022



Before 2022 Upgrades



After 2022 Upgrades



CreativeRealities
BrightSign®

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| DEPARTURE MEDIA <small>AIRPORT ADVERTISING</small> | | | | | | | | | |
| CLIENT | | | | | | | | | |
| JOB # | | | | | | | | | |
| PROJECT | | | | | | | | | |
| DESIGNER | | | | | | | | | |
| CONCEPT | | | | | | | | | |
| VERSION | | | | | | | | | |
| DATE | | | | | | | | | |
| NOTES | | | | | | | | | |
| * SIZES ARE FOR REFERENCE ONLY. ALL SIZES SUBJECT TO CHANGE BASED ON FINAL AIRPORT APPROVAL | | | | | | | | | |
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| SHEET # | | | | | | | | | |

**Augusta Regional Airport
Estimated CAPX 2022-2027**

Item 6.

CONFIDENTIAL

| Legend | | Display Type | | Per Unit | |
|--------------|------------------|---|------|------------|----------|
| Display Type | Legend | Display Type | Qty* | Total Cost | Totals |
| TFD Nonlit | Murals | Interior Main Terminal Arrivals and Ticketing | | | |
| | Digital | Main Terminal Glass Graphics (AM3-AM5) | 3 | \$1,800 | \$5,400 |
| | Murals | 55" LCD Digital Monitor Upgrade - TSA Line | 1 | \$2,500 | \$2,500 |
| | | Arrivals Softlit (AM6) | 1 | \$3,000 | \$3,000 |
| | Sponsorship | Children's Play Area *with glass graphic and nonlit flexgraphic | 1 | \$2,500 | \$2,500 |
| TFD Nonlit | | Standard Nonlit Flexgraphic - 6'x6' | 2 | \$800 | \$1,600 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TFD Nonlit | | Main Terminal Baggage Claim Options | | | |
| | | Standard Nonlit Flexgraphic - 6'x6' | 3 | \$800 | \$2,400 |
| | Recharge Station | Baggage Waiting Area Recharge Station (without seating) | 1 | \$2,500 | \$2,500 |
| | TFD Nonlit | Circle Flexgraphics | 6 | \$1,200 | \$7,200 |
| | Murals | Creative Floor Decals | 4 | \$300 | \$1,200 |
| TFD Nonlit | Digital | 85" LCD Digital Monitors Installed 2022 | 2 | \$5,382 | \$10,764 |
| | | *Includes install | | | |
| | | Freestanding Carousel Double-sided TFD 30"H x 84"W | 2 | \$1,200 | \$2,400 |
| | | | | | |
| | | | | | |
| TFD Nonlit | | Main Terminal Concourse and Gatehold Areas | | | |
| | Murals | Arrivals Hallway Creative Floor Decals | 4 | \$300 | \$1,200 |
| | TFD Nonlit | Recharge Station TFD 4'x7' | 1 | \$700 | \$700 |
| | Murals | Interior Jet/Bridges | 16 | \$200 | \$3,200 |
| | | *this is price per panel - 8 panels per jet/bridge | | | |
| TFD Nonlit | Digital | 55" LCD Digital Monitor Upgrade - Gatehold and Hallway | 3 | \$2,500 | \$7,500 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TFD Nonlit | | Private Terminal (FBO) Interior | | | |
| | Digital | 46" LCD Monitors | 2 | \$1,200 | \$2,400 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | 52 | \$26,882 | \$56,404 |

Displays will be capitalized and installed in phases based on demand for advertising devices. All costs are estimates and subject to increase or decrease. We anticipate several phases to accommodate existing and new advertisers. Some units include production which is paid by advertiser. Installation costs are not included and are additional. BAS receives 10% of digital gross advertising revenues and 35% of static gross advertising revenues.

DEPARTURE MEDIA
airport advertising

REVENUE SHARING PROPOSAL

CONFIDENTIAL

Augusta Regional Airport
Projected Advertising Revenues and Proposed Percentage Share
2017-2022

Gross Annual Advertising Revenue Projections - AGS
2022-2027

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Totals |
|--|------------|------------|------------|------------|------------|--------------|
| Annual Gross Revenue Projections | \$ 78,500 | \$ 82,425 | \$ 86,546 | \$ 90,874 | \$ 95,417 | \$ 433,762 |
| Masters Annual Gross Revenue Projections | \$ 155,000 | \$ 162,750 | \$ 170,888 | \$ 179,432 | \$ 188,403 | \$ 197,824 |
| Total Gross Annual Revenue Projections | \$ 233,500 | \$ 245,175 | \$ 257,434 | \$ 270,305 | \$ 283,821 | \$ 1,290,235 |
| Total Gross Revenue to AGS (35%) | \$ 81,725 | \$ 85,811 | \$ 90,102 | \$ 94,607 | \$ 99,337 | \$ 451,582 |

These are projected gross revenues largely contingent upon Departure Media's aggressive sales efforts and the health of local, national and regional economies. Our goal continues to be focused on building long term local relationships and revenues as the basis for annual recurring revenue. A concentration on National and Regional accounts will be inserted during annual events. A combination of static and digital display devices will maximize opportunities and minimize clutter. For your consideration, the Estimated Capital Plan outlines - financially and conceptually - several options to upgrade the digital program. Similar to the last term, we are requesting the same plan for the program when Departure Media purchases new digital assets the percentage share of revenue from digital ads will be 10%.

DEPARTURE MEDIA
airport advertising

Request for Proposals

Request for Proposals will be received at this office until **Thursday, December 8, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 851 5764 5709; Passcode: 370781** for furnishing:

RFP Item #22-253 Concession for Advertising for Augusta, GA – Augusta Regional Airport

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

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

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

Pre-Proposal Conference will be held on Monday, November 21, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 857 2869 3735; Passcode: 710389. Please contact Diane Johnston at (706) 513-9786 24-hours in advance for a site visit.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, November 23, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 27, 2022 and November 3, 10, 17, 2022
Metro Courier October 27, 2022

Revised: 3/22/21



RFP Item #22-253

Advertising Concessions for Augusta, GA – Augusta Regional Airport
Evaluation Date: Thursday, December 29, 2022 @ 2:00 p.m. via ZOOM

Item 6.

| Vendors | | | Departure Media, Inc. 180 Meeting Street, Suite 350 Charleston, South Carolina 29401 | Departure Media, Inc. 180 Meeting Street, Suite 350 Charleston, South Carolina 29401 |
|---|---------|-----------|---|---|
| Phase 1 | | | Ranking of 0-5 (Enter a | |
| Evaluation Criteria | Ranking | Points | Scale 0 (Low) to 5 (High) | Weighted Scores |
| 1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized | N/A | Pass/Fail | PASS | PASS |
| 2. Qualifications & Experience | (0-5) | 20 | 5.0 | 100.0 |
| 3. Organization & Approach | (0-5) | 20 | 5.0 | 100.0 |
| 4. Scope of Services 4. Scope of Services a. Detailed Scope of services to be provided and concession location of interest identified - Proposed scope of services is appropriate for identified location and customer base. - Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables - Proposed schedule/ hours of operation. - Proposed method for providing required transactional reports and service fees appear adequate. c. Marketing/business plan - Proposer has provided assessment/methodology used to determine potential success of the project. - Proposer has provided methodology for marketing the project/service to ensure ongoing success. | (0-5) | 25 | 4.5 | 112.5 |
| 5. Financial Stability | (0-5) | 5 | 5.0 | 25.0 |
| 6. References | (0-5) | 5 | 5.0 | 25.0 |
| Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375) | | | 24.5 | 362.5 |
| Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award) | | | | |
| 7. Presentation by Team | (0-5) | 10 | | 0.0 |
| 8. Q&A Response to Panel Questions | (0-5) | 5 | | 0.0 |
| 9. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) | | | | Cost/Fee Proposal Consideration |
| Highest Revenue | 5 | 10 | 5.0 | 50.0 |
| Second | 5 | 6 | | 0.0 |
| Third | 5 | 4 | | 0.0 |
| Forth | 5 | 2 | | 0.0 |
| Fifth | 5 | 1 | | 0.0 |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125) | | | 5.0 | 50.0 |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any | | | | |
| Total Cumulative Score (Maximum point is 500) | | | 29.5 | 412.5 |

Internal Use Only

Evaluator: Cumulative

Date: 12/29/22

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 12/29/22

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.

DEPARTURE MEDIA
ATTN: LESLIE BENSEN
180 MEETING STREET SUITE 310
CHARLESTON, SC 29401

CLEAR CHANNEL AIRPORTS
ATTN: THADDEUS GLENN
7450 TILGHMAN STREET SUITE 104
ALLENTOWN, PA 18106

COREY AIRPORT SERVICES
225 COREY CENTER SE, STE 1
ATLANTA, GA 30312

INSPIRIA MEDIA GROUP
10 MITCHELL PLACE SUITE 201
WHITE PLAINS, NY 10601

ENCOMPASS MEDIA GROUP
11-11 44TH DRIVE
LONG ISLAND CITY, NY 11101

BLUE LINE MEDIA LLC
11301 W OLYMPIC BLVD., SUITE 464
LOS ANGELES, CA 90064-1653

TEAM 1 ADVERTISING & MAEKETING
206 JACKSON AVE.
NORTH AUGUSTA, SC

OUTFRONT MEDIA
405 LEXINGTON AVENUE
14TH FLOOR
NEW YORK, NY 10174

PWXPRESS
1900 COFFEEPOR ROAD
JACKSONVILLE, FL 32208
RETURNED MAIL

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

DIANE JOHNSTON
AUGUSTA REGIONAL AIRPORT

PHYLLIS MILLS JOHNSON
COMPLIANCE DEPARTMENT

RFQ 22-282 DESIGN SERVICES FOR
THE REHAB AND EXP OF LONG TERM
PARKING LOT A – PHASE 1
FOR AUGUSTA REGIONAL AIRPORT
RFQ DUE: WED., OCT 12, 2022 @ 11 A.M.

RFQ 22-282 DESIGN SERVICES FOR
THE REHAB AND EXP OF LONG TERM
PARKING LOT A – PHASE 1
FOR AUGUSTA REGIONAL AIRPORT
Mailed 9/1/22

1 of 1

| | | | |
|--|---|---|-----|
| WILDERNESS GRAPHICS INC 2022-10-27 | cwb@wildernessgraphics.com WILDERNESS, WILDERNESS | N | NOM |
| WPP LLC 2022-10-27 | kathryn.cooper@wpp.com Cooper, Kathryn | N | NOM |
| WYATT SIGN COMPANY 2022-10-27 | sales@wyattsigncoinc.com Company, Wyatt Sign | N | NOM |
| Wall To Wall Signs LLC 2022-10-27 | justin@wall2wallsigns.com Wall, Justin | N | NOM |
| Water Words That Work, LLC 2022-10-27 | eric.eckl@waterwordsthatwork.com Eckl, Eric | N | NOM |
| WeUsThem Inc. 2022-10-27 | vida@weusthem.com Phuangrod, Vida | N | NOM |
| World Design Marketing 2022-10-27 | susan@wdm1.com DeLano, Susan | N | NOM |
| Wright Touch Designs LLC 2022-10-27 | tdwright@wrighttouchdesigns.com Wright, Tonya | Y | AFA |
| Zivian Consulting Group 2022-10-27 | zivian_natural@yahoo.com Johnson, Zivian | N | NOM |
| ba.agency 2022-10-27 | ashley@ba.agency Silverman, Ashley | N | NOM |
| eCuras LLC 2022-10-27 | ben@ecuras.com Rakov, Ben | N | NOM |
| eSiteful 2022-10-27 | les.lee@esiteful.com Lee, Les | N | NOM |
| eVolve Brand Marketing 2022-10-27 | carolynmighty@evolvebrandmarketing.com Lighty, Carolyn | Y | AFA |
| iKahan Media Inc 2022-10-27 | ak@iKahanmedia.com Kahan, Alejandro | N | NOM |
| simpledu 2022-10-27 | zach@simpledu.org Sheppard, Zach | N | NOM |
| three Atlanta, LLC 2022-10-27 | jhouk@3atlanta.com Houk, Jackson | N | NOM |
| transcosmos America, Inc. 2022-10-27 | kodas@transcosmos.com Skurzewski, Koda | N | NOM |

| ETHNIC GROUP | COUNT |
|--------------------------|-------|
| African American | 28 |
| Asian American | 8 |
| Native American | 1 |
| Hispanic/Latino | 7 |
| Pacific Island/American | 0 |
| Non Minority | 433 |
| Not Classified | 0 |
| Total Number of Vendors | 477 |
| Total Number of Contacts | 698 |

Planholders

[Add Supplier](#)
[Export To Excel](#)

Supplier (6)

Supplier 
Download Date

Aurora Cleaning services llc

11/30/2022

Gateway Outdoor Advertising

11/09/2022

Moon Meeks & Associates, Inc.

10/28/2022

Rubyflo Media Group LLC

12/01/2022

Tummy Yummy Vending

12/09/2022

Vector Media Holding Corp

11/02/2022

[Add Supplier](#)

Supplier Details

| | |
|----------------------|--------------------------------------|
| Supplier Name | Aurora Cleaning services llc |
| Contact Name | Timothy Hammond |
| Address | 105 Lovers Ln , Waynesboro, GA 30830 |
| Email | timothyhammondtim@hotmail.com |
| Phone Number | 706-751-8821 |

Documents

| Filename | Type | Action |
|-------------|-------------------------------|---|
| 22-253_RFP | Bid Document / Specifications | View History |
| 22-253_ADD1 | Addendum | View History |



Public Services Committee Meeting

Meeting Date: February 28, 2023

Contract with RW Allen Construction in the amount of \$2,660,428.00 to perform all tasks related to the Augusta Regional Airport (AGS) Fuel Farm Improvement Project - Base Bid 22-244A

| | |
|--------------------------|--|
| Department: | Augusta Regional Airport |
| Presenter: | Herbert Judon |
| Caption: | Motion to approve a construction contract with RW Allen Construction in the amount of \$2,660,428.00 to perform all tasks related to the Augusta Regional Airport (AGS) Fuel Farm Improvement Project - Base Bid Item 22-244A. Approved by the Augusta Aviation Commission on February 10, 2023. |
| Background: | <p>The existing fuel farm was constructed in the mid 1960's and has exceeded its useful life. Staff has experienced frequent issues with breakdowns and Augusta Regional Airport is currently under multiple waivers in order to stay in service due to being out of compliance. This improvement effort includes but is not limited to, the installation of four (4) new 30,000 gallon Double-Walled Horizontal Jet A Fuel Tanks and associated containment pad, foundations, piping, pumps, etc., rehabilitation of the existing Mogas, Diesel, and LL-100 tanks and piping, installation of a new 16' x 20' testing building, installation of approximately 1100 LF of new perimeter fence, installation of new vehicle gate and card reader, installation of new lighting and security devices, demolition and removal of the four (4) existing vertical Jet-A Tanks containment pad, foundations, piping, pumps, etc., the demolition and removal of one (1) existing horizontal Jet-A Tank and associated foundations, piping, pumps, etc., and the demolition of approximately 1150 LF of existing perimeter fence.</p> <p>On December 8, 2022, Airport Staff recommended Award for the Overall Fuel Farm Improvement project to RW Allen Construction.</p> |
| Analysis: | 2 bids were received. RW Allen Construction was the lowest most responsive bidder. The original Base Bid was in the amount of \$2,898,895.00. Staff entered into negotiations with RW Allen Construction and was able to find savings of \$238,467.00. Recommended bid award is in the amount of \$2,660,428.00 |
| Financial Impact: | This project will be funded via Airport enterprise funds. |
| Alternatives: | To deny. |
| Recommendation: | Recommend Approval. Approved by the Augusta Aviation Commission on February 10, 2023. |

**Funds are available in 551081306-5412110
the following accounts:**

REVIEWED AND N/A
APPROVED BY:



RW Allen Construction, LLC

AGS Fuel Farm Facility

1/11/2023

Proposed Cost Savings Summary Table

| Item # | Item Description | Original Bid Amount | Revised Bid Amount | Savings |
|---------------|---|---------------------|--------------------|------------|
| 17 P-101.2 | Removal Pipe Buried Structures | \$4,500 | \$2,250 | (\$2,250) |
| 17 P-101.5 | PCC Pavement Removal Offsite | \$30,446 | \$16,000 | (\$14,446) |
| 22 X-150.2 | Misc. Site Demo | \$14,000 | \$12,250 | (\$1,750) |
| 23 NS-001.1 | Demo Rem, E Xt Jet A tanks fdn Pipe & Pumps | \$143,709 | \$91,645 | (\$52,064) |
| 30 GDOT 400.1 | 4" GDOT 12.55 Superpave | \$41,565 | \$12,750 | (\$28,815) |
| 33 GDOT 430.1 | 8" Portland Cement Concrete Paving | \$132,500 | \$65,081 | (\$67,419) |
| 36 X-501.1 | Jet Fuel Concrete Containment Pad | \$164,450 | \$126,104 | (\$38,346) |
| 38 F-162.1 | Remove airfield perimeter fence | \$19,550 | \$2,750 | (\$16,800) |
| 40 F-162.3 | Install auto vehicle gate | \$33,134 | \$22,572 | (\$10,562) |
| 50 A-001 | 16' x 20' Test Building | \$145,149 | \$139,134 | (\$6,015) |
| | | | | |

Total Savings**(\$238,467.00)**

| | | | |
|---|-----------------------|--|-----------------------|
| Original Bid Proposal | \$2,898,895.00 | | \$2,898,895.00 |
| Estimated Cost Options Offered | | | (\$238,467.00) |
| Revised Bid Proposal w/ Cost Options | \$2,898,895.00 | | \$2,660,428.00 |

NOTICE OF AWARD

TO:

PROJECT: **AUGUSTA REGIONAL AIRPORT FUEL FARM IMPROVEMENTS**

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

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

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

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

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

Dated this ____ day of _____, 202__.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY: _____

TITLE: _____

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

Witness _____ (Seal)

(Contractor)

Attest _____ By _____ (Seal)

(Title)

Witness _____ (Seal)

(Surety)

Attest _____ By _____ (Seal)

(Title)

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal,
hereinafter called CONTRACTOR, and _____

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

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

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

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

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

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

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

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

Witness _____ (Seal)
(Contractor)

Attest _____ By _____ (Seal)
(Title)

Witness _____ (Seal)
(Surety)

Attest _____ By _____ (Seal)
(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT FUEL FARM IMPROVEMENTS**

Gentlemen:

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

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

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

TITLE: _____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 2023 by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and _____, hereinafter called "Contractor".

WITNESSETH:

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

WHEREAS, Augusta has solicited a bid to the Fuel Farm Improvements for the Airport;

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

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

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

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

ARTICLE 1 SCOPE OF THE WORK

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

AUGUSTA REGIONAL AIRPORT FUEL FARM IMPROVEMENTS – BASE BID

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

1.2 **Definitions**

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

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

- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia's Commission.
- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 1.2.5 **Project.** Augusta Regional Airport Fuel Farm Improvements Base Bid, including, but not limited to, the installation of four (4) new 30,000 gallon Double-Walled Horizontal Jet A Fuel Tanks and associated containment pad, foundations, piping, pumps, etc., rehabilitation of the existing Mogas, Diesel, and LL-100 tanks and piping, installation of a new 16' x 20' testing building, installation of approximately 1100 LF of new perimeter fence, installation of new vehicle gate and card reader, installation of new lighting and security devices, demolition and removal of the four (4) existing vertical Jet-A Tanks containment pad, foundations, piping, pumps, etc., the demolition and removal of one (1) existing horizontal Jet-A Tank and associated foundations, piping, pumps, etc., and the demolition of approximately 1150 LF of existing perimeter fence.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards and Practices.** The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II

TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued February 28, 2023. The Contractor will mobilize with sufficient forces such that all work is completed within one hundred and eighty (180) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions.
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.
- 2.3 For additional details please review Section 80 of the attached Specifications.
- 2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.
- 2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III

LIQUIDATED DAMAGES

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

ARTICLE IV **PAYMENT**

4.1 The Contract Sum

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on _____, with a contract price of \$2,660,428.00.

4.2 Progress Payments

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

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

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

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


4.3 Invoices.

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

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

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

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

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete. 

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

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

this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V **FINAL INSPECTION**

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

ARTICLE XI **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that

portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII **CHANGES**

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

ARTICLE VIII **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and

Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
 - 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."
 - 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.
- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

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

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

- 8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.
- 8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.
- 8.13 **Excess Liability:** \$2,000,000.00
- Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.
- 8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.
- 8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described

herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

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

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

ARTICLE IX

AIRPORT SECURITY REQUIREMENTS

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

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

ARTICLE X

REPRESENTATIONS AND WARRANTIES

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

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

AGS Fuel Farm Improvements
Augusta Regional Airport, Augusta, Georgia

Issued for Bid
Contract Forms
April 15, 2022

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

ARTICLE XI **NOTICES**

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

To OWNER:

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

With a copy to:

To CONTRACTOR:

Attn:

Telephone:
Fax:

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

ARTICLE XII

INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE XIII

PERMITS

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

ARTICLE XIV

WORK PERMITS REQUIRED

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

ARTICLE XV

FEDERAL WORK AUTHORIZATION

- 15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI **MISCELLANEOUS CONTRACT PROVISIONS**

16.1 Independent Contractor/Subcontractor

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

Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 Force Majeure

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

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule.

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

- 16.2.3.1 any cause beyond its reasonable control;
- 16.2.3.2 any act of God;
- 16.2.3.3 inclement weather;
- 16.2.3.4 earthquake;
- 16.2.3.5 fire;
- 16.2.3.6 explosion;
- 16.2.3.7 flood;
- 16.2.3.8 strike or other labor dispute;
- 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other;
- 16.2.3.10 delay or failure to act of any governmental or military authority;
- 16.2.3.11 any war, hostility or invasion;
- 16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
- 16.2.3.13 any legal proceedings; or
- 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.

16.2.3.15 any disease, epidemic, or pandemic

16.3 **Commercial Activities**

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

16.4 **Records and Audit**

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

16.5 **Contingent Fees**

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

16.6 **Rights and Remedies**

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

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the

Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

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

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

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

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

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

16.11 Waiver

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

16.12 Compliance with Applicable Laws and Regulations

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

16.13 Patent Indemnity

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

16.14 Use of Augusta, Georgia Landfill

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

16.15 Inspection

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

16.16 Temporary Suspension or Delay of Performance of Contract

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

16.17 Entire Agreement

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

16.18 Governing Law

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

16.19 Legal Construction

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

16.20 Prior Contracts Superseded

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

16.21 Counterparts

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

16.22 Further Acts

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

James Germany, Aviation Commission Chair

Attest: _____
Dereena Harris, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me
this ____ day of _____, 202_.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Invitation to Re-Bid

Sealed re-bids will be received at this office until **Wednesday, October 5, 2022 @ 3:00 p.m.** via ZOOM Meeting ID: **810 3210-6205** Passcode: **150814** for furnishing:

Re-Bid Item #22-244A AGS Fuel Farm Improvements for Augusta, GA – Augusta Regional Airport

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

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

Re-Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable are \$360.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through **ARC Southern (706 821-0405)** beginning **Thursday, August 25, 2022**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, September 19, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 858 6084 1906; Passcode: 923646. Optional Site Visit will be held on Tuesday, September 20, 2022 @ 10:00 a.m.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, September 21, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No proposal may be withdrawn for a period of ninety (90) days after BIDs have been opened, pending the execution of contract with the successful vendor. **A 10% Bid Bond is required. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 25, 2022 and September 1, 8, 15, 2022
Metro Courier August 25, 2022

Revised: 2/19/2016



RE-BID Opening - RE-BID Item #22-244A
AGS Fuel Farm Improvements
for Augusta, GA –Augusta Regional Airport
Date: Thursday, October 20, 2022 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 3

Total Number Specifications Download (Demandstar): 7

Total Electronic Notifications (Demandstar): 232

Georgia Procurement Registry: 2213

Total packages submitted: 2

Total Noncompliant: 0

| VENDORS | Attachment "B" | Addendums 1-2 | E-Verify Number | SAVE Form | Bid Bond | Base Bid | Bid Alternate 1 | Bid Alternate 2 | Total | Compliance 4% Goal |
|--|---------------------------|--------------------------|----------------------------|----------------------|---------------------|-----------------|------------------------|------------------------|----------------|-------------------------------|
| R. W. Allen 1015 Broad Street Augusta, GA 30901 | Yes | Yes | 1188595 | Yes | Yes | \$2,898,895.00 | \$401,504.00 | \$216,554.00 | \$3,516,953.00 | Yes |
| Contract Management, Inc. 1829 Kinngworth Road Augusta, Ga 30904 | Yes | Yes | 225306 | Yes | Yes | \$4,220,383.00 | \$997,924.00 | \$254,591.00 | \$5,472,898.00 | Yes |

**Compliance Department****Phyllis Johnson
Compliance Director****MEMORANDUM**

To: Herbert Judon Jr., Executive Director, Augusta Regional Airport
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *Phyllis*

Date: October 24, 2022

Subject: Bid Item # 22-244A – AGS Fuel Farm Improvement for ARA Project

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

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

The goal established for Bid Item # 22-244A – AGS Fuel Farm Improvement for ARA Project for Augusta, Georgia, is 4%. **The bidder/offeror has committed to a minimum of 16.93% and did submit the required forms and is responsive and has satisfied good faith efforts.**

The bidder/offeror is eligible for award.

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

Should you have questions, please contact me at (706) 826-1325.

**Compliance Department**

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Herbert Judon Jr., Executive Director, Augusta Regional Airport
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *Phyllis*

Date: October 24, 2022

Subject: Bid Item # 22-244A – AGS Fuel Farm Improvement for ARA Project

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

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

The goal established for Bid Item # 22-244A – AGS Fuel Farm Improvement for ARA Project for Augusta, Georgia, is 4%. **The bidder/offeror has committed to a minimum of 4% and did submit the required forms and is responsive and has satisfied good faith efforts.**

The bidder/offeror is eligible for award.

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

Should you have questions, please contact me at (706) 826-1325.



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

Date: November 21, 2022

To: Geri Sams, Procurement Director
Augusta Procurement Department

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

NLJ

RE: Award Recommendation – #22-244A –RW ALLEN CONSTRUCTION, LLC

I am requesting Bid #22-244A, for the AGS Fuel Farm Rehabilitation – Jet A Tanks, for Augusta Regional Airport, be awarded to the apparent lowest bidder RW Allen Construction, LLC., who adequately fulfilled all of the bid requirements. RW Allen's base bid was \$2,989,895.

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

OK
for
Geri Sams
phone conversation



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

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

RE: Fuel Farm Rehabilitation Bid #22-244A

Dear Ms. Sams,

Please accept this attached justification letter from Mead & Hunt on behalf of Augusta Regional Airport regarding the Fuel Farm Rehabilitation Bid #22-244A. The qualifying low bid has come in over budget but it is our position that there is justification to award this bid. The engineered estimate for this base bid was (\$2,164,013) while the qualifying low bid was (\$2,898,894). Due to volatile market conditions, the fact this is a rebid and the critical need for the rehabilitation to be completed by a compliance deadline, I respectfully request approval of this justification.

The airport has funding to cover the overage amount of the bid.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Herbert L. Judon, Jr." in a cursive style.

Herbert L. Judon, Jr.
Executive Director.



November 11, 2022

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

Subject: Fuel Farm Improvements

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the proposed Fuel Farm Improvements project (IFB #22-244A). Bids were opened and read publicly on October 20, 2022, at 3:00 pm, local time at the Augusta Procurement Department.

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids for the project. Bids were received from R.W. Allen headquartered in Augusta, GA, and Contract Management Inc. headquartered in Augusta, GA. At the request of Augusta Regional Airport and the Aviation Commission, Mead & Hunt provided a list of potential Contractors to Procurement and reached out to multiple contractors to inform them of the project in order to hopefully increase interest.

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

The total bid submitted by R.W Allen (\$3,516,953), was approximately \$1,135,000 higher than Engineer's estimate (\$2,381,983). The individual bid alternates were as follows: contractor's base bid (\$2,898,894) compared to the Engineers estimate (\$2,164,013); contractor's bid alternate 1 (\$401,505) compared to the Engineer's estimate (\$167,969); and contractor's bid alternate 2 (\$216,554) compared to the Engineer's estimate (\$50,000). The difference between these costs can be attributed to multiple issues. Within the A/E industry, construction prices are reaching an unprecedented level due to oil/gas prices which affect multiple facets of construction, supply chain issues, labor shortages, etc. To address these concerns, Contractor's must try to account for unknown issues within a climate of uncertainty. Specifically with this bid and similar projects in the region, any project task that has hauling/trucking associated with it is coming in more than 25% of the estimate along with any asphalt product or steel (piping). Additionally, this is a much more complicated and intricate project than most contractors are used to bidding therefore

introducing additional unknown and unforeseen costs. After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the country and specifically within the region for similar projects.

In speaking with Airport staff following the bid opening, a discussion was held regarding the options at hand. The current bid could be canceled and re-bid for a second time, or the project's base bid could be awarded with the remaining phases being bid at a separate time. This project was programmed to be funded via the general airport funding. Because of the potential that a rebid of the project would result in project delays and that a rebid would not necessarily provide lower costs with the instability of the existing market, the Airport would like to move forward with the award of only the base bid. A separate Recommendation of Award will be made to Augusta Regional Airport by Mead & Hunt following this Justification.

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

Sincerely,

MEAD & HUNT, INC.

A handwritten signature in dark ink, appearing to read 'Edwin J. Scott, Jr.', written over a horizontal line.

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

cc:

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

[illegible]

MODERN WELDING COMPANY OF
GEORGIA, INC.
300 PREP PHILLIPS DRIVE
AUGUSTA, GA 30901

HIGHLAND TANK &
MANUFACTURING COMPANY, INC.
ONE HIGHLAND ROAD
STOYSTOWN, PA 15563

SOUTHERN TANK
1501 HAYNES AVENUE
OWENSBORO, KY 42303

INC DBA ENVIROSAFE
1789 EC 48
BUSHNELL, FL 33513

KEAR EAST COAST OFFICE
18 COMMERCE DRIVE
DANBURY, CT 06810

EAGLE TANKS
9055 PORTER WAY
AUMSBILLE, OR 97325

TURNER TANKS
1502 HWY. 1175
GOLDSBORO, NC 27530

GARASITE
539 SOUTH 10TH STREET
KANSAS CITY, KS 66105

CEI
1931 N.W. 150TH AVE #104,
PEMBROKE PINES, FL 33028
RETURNED MAIL

CEI
12981 NW 113TH CT
MEDLEY, FL 33178

FUEL TECH INC
2680 US HWY 1
MIMS, FL 32754

ALLIED AVIATION SERVICES
266 WEST 37TH STREET
3RD FLOOR, SUITE 302
NEW YORK, NY 10018

CORRIGAN COMPANY
3545 GRATIOT STREET
ST. LOUIS, MO 63103

UNITY FUEL SOLUTIONS
11111 KATY FREEWAY
SUITE 910
HOUSTON, TX 77079

MASCOTT EQUIPMENT
435 NE HANCOCK ST
PORTLAND, OR 97212

R. W. Allen
1015 Broad Street
Augusta, GA 30901

R.D BROWN CONSTRUCTION
410 CAROLINA SPRINGS ROAD
NORTH AUGUSTA, SC 29841

CONTRACT MANAGEMENT
1829 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

ALLEN BATCHELOR CONSTRUCTION
1063 FRANKE INDUSTRIAL BLVD
AUGUSTA, GA 30909

RCN CONSTRUCTION
1115 FRANKE INDUSTRIAL BLVD.
AUGUSTA, GA 30909

KUHLKE CONSTRUCTION
3704 BENCHMARK DR.
AUGUSTA, GA 30909

TWO STATE CONSTRUCTION
COMPANY
2292 WASHINGTON ROAD
THOMSON, GA 30824

BLOUNT'S COMPLETE HOME
2907 TOBACCO ROAD #C
HEPHZIBAH, GA 30815

PROQUA CORPORATION
1827 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

LARRY PITTMAN AND ASSOCIATES
1249 GORDON PARK RD
AUGUSTA, GA 30901

SOMMERS CONSTRUCTION COMPANY
632 SOUTH OLD BELAIR ROAD
GROVETOWN, GA 30813
RETURNED MAIL

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVE
AUGUSTA, GA 30904

BID ITEM #22-244A
AGS FUEL FARM IMPROVEMENTS FOR
AUGUSTA, GA – AUGUSTA
REGIONAL AIRPORT
DUE: WED., OCT 5, 2022 @ 3:00 P.M.

BID ITEM #22-244A
AGS FUEL FARM IMPROVEMENTS FOR
AUGUSTA, GA – AUGUSTA REGIONAL
AIRPORT
MAIL: 08/25/2022

Pg 1 of 2

J&B CONSTRUCTION & SRVC INC
3550 GORDON HIGHWAY
GROVETOWN GA 30813

ATTN: LOUIE A. PITTMAN, III
PITTMAN CONSTRUCTION CO
P. O. BOX 155
CONYERS, GA 30012-0155

HORIZON CONSTRUCTION
PO BOX 798
EVANS, GA 30809

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

HEAVENER & ASSOCIATES
CONSTRUCTION
P.O. BOX 14129
AUGUSTA, GA 30919

ACC CONSTRUCTION CO
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

AKINS GENERAL CONTRACTORS
PO BOX 941
520 PARK AVENUE
STATESBORO, GA 30458

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

TWENTIETH CENTURY CONSTRUCTION
2106 KELLY STREET
AUGUSTA, GEORGIA 30904

ROBERTSON RESTORATION
960 HICKMAN ROAD
AUGUSTA, GA 30904

PEACH CONTRACTING
3127 DAMASCUS ROAD
AUGUSTA, GA 30909

TFJ CONSTRUCTION INC
692 WOODWARD LAKE RD
TRENTON, SC 29847

J. E. STEWART BUILDERS, INC
237 CHESTERFIELD STREET
N. AIKEN, SC 29801

S. D. CLIFTON CONSTRUCTION
4324 WHEELER ROAD
AUGUSTA, GA 30907

DABBS-WILLIAMS GC
ATTN JAY JAMES
319 S WALNUT STREET
STATESBORO GA 30459

CONSTRUCTCONNECT
3825 EDWARDS ROAD SUITE 800
CINCINNATI, OH 45209

DIVERSIFIED CONSTRUCTION OF GA
INC.OF GA INC.
2104 VISTADALE CT
TUCKER, GA 30084

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

RISA BINGHAM
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE

TIM WEEGAR
AUGUSTA REGIONAL AIRPORT

BID ITEM #22-244A
AGS FUEL FARM IMPROVEMENTS FOR
AUGUSTA, GA – AUGUSTA
REGIONAL AIRPORT
DUE: WED., OCT 5, 2022 @ 3:00 P.M.

BID ITEM #22-244A
AGS FUEL FARM IMPROVEMENTS FOR
AUGUSTA, GA – AUGUSTA REGIONAL
AIRPORT
MAIL: 08/25/2022

Pg 2 of 2

| | | | |
|---|---|---|-----|
| parteevanessa 2022-08-26 | vanessapartee@yahoo.com partee, vanessa | N | NOM |
| parteevanessa 2022-08-26 | vanessapartee@yahoo.com partee, vanessa | N | NOM |
| rand construction corporation 2022-08-26 | agriffin@randcc.com Griffin, Anna | N | NOM |
| reams enterprises inc 2022-08-26 | ahamilton@reamsenterprises.com Hamilton, Alfred | N | NOM |
| republic diesel 2022-08-26 | chris.redden@republicdiesel.com redden, chris | N | NOM |
| rohadfox Construction Control Services C 2022-08-26 | debra.james@rccsc.net James, Debra | Y | AFA |
| rohadfox Construction Control Services C 2022-08-26 | rccsc@rccsc.net Rohadfox, Rebekah J. | | |
| sinc electrical 2022-08-26 | lee@sincelectrical.com knight, lee | N | NOM |
| sinc electrical 2022-08-26 | scott@sincelectrica.com key, Joey | | |
| space managementcapi 2022-08-26 | dnemec@spaceplan.gatech.edu space management, capital planning | N | NOM |
| synergy consultants 2022-08-26 | gadobson@synergyconsultants.biz Dobson, George | N | NOM |

| ETHNIC GROUP | COUNT |
|--------------------------|-------|
| African American | 296 |
| Asian American | 29 |
| Native American | 12 |
| Hispanic/Latino | 22 |
| Pacific Island/American | 2 |
| Non Minority | 949 |
| Not Classified | 0 |
| Total Number of Vendors | 1310 |
| Total Number of Contacts | 2213 |

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (6)

Supplier

Download Date

American Compliance Technologies, Inc.

08/26/2022

D&S Steel Inc

08/26/2022

Dodge Data

08/27/2022

Gracon LLC

08/26/2022

Guardian Fueling Technologies

09/16/2022

Muns Services, LLC

08/29/2022

Add Supplier

Supplier Details

| | |
|-------------------|--|
| Supplier Name | American Compliance Technologies, Inc. |
| Contact Name | Kristin Lawrence |
| Address | 1875 West Main Street , Bartow, FL 33830 |
| Email | estimating@a-c-t.com |
| Phone Number | 863-533-2000 |
| Self Declarations | Small Business |

Documents

| Filename | Type | Action |
|--------------|-------------------------------|---|
| 22-244A_JTB | Bid Document / Specifications | View History |
| 22-244A_ADD1 | Addendum | View History |
| 22-244A_ADD2 | Addendum | View History |

**Public Services Committee****February 28, 2023****Minutes**

| | |
|---|---|
| Department: | Clerk of Commission |
| Presenter: | N/A |
| Caption: | Motion to approve the minutes of the Public Services Committee held on February 14, 2023. |
| Background: | N/A |
| Analysis: | N/A |
| Financial Impact: | N/A |
| Alternatives: | N/A |
| Recommendation: | N/A |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chambers
 Tuesday, February 14, 2023
 1:00 PM

PUBLIC SERVICES

PRESENT

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

1. Motion to approve a five-year contract with Tailwind AGS, LLC for Food, Beverage & Merchandise Concession Program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. RFP 22-279 - The agreement is for a five (5) year initial term with a five (5) year option for renewal.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

2. Motion to Approve a Not-To-Exceed Purchase Order in the amount of \$3,000,000.00 with JBT Aero Tech Corporation (JBT) for the purchase of two (2) Passenger Boarding Bridges. Approved by Augusta Aviation Commission on May 26, 2022.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

3. Receive an update from staff regarding the costs and additional work progress on the repairs to the scoring towers at Diamond Lakes Park. (Referred from the January 31 Public Services Committee)

Motion to approve \$850,000 for the repairs of the drain pipes and the bathrooms in the scoring towers with a funding source to be identified at the Commission meeting next week.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

4. Motion to approve the minutes of the Public Services Committee held on January 31, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

5. Review our current agreement/MOU with Augusta Rowing Club prior to suggested work session with community partners ie., Sports Authority and others that were mentioned on this past Tuesday. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

6. Update on Pendleton King Park. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

7. Request for update from Transit on new buses being added to our fleet. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

8. Discuss our different codes and Nuisance Code to hold business/home owners more accountable and make our community safer. **(Requested by Commissioner Sean Frantom)**

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

9. Motion to approve the lease agreements for art installations for the 2023 - 2024 Augusta Sculpture Trail.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

10. Motion to direct the Administrator, the Recreation Director and the Augusta Sports Council meet with Ms. Megan Buckalew to discuss the needs of the Augusta Rowing Club regarding space for the storage of their equipment and other needs and to bring back their recommendations to the next Committee meeting. **(Referred from the February 7 Commission meeting)**

Motion to approve receiving this item as information.

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

Item 8.

11. Discuss Rowing Club needs for waterfront/races. (Requested by Commissioner Williams)

Motion to approve receiving this item as information.

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



Public Services Committee

February 28, 2023

Augusta Rowing Club

| | |
|---|--|
| Department: | N/A |
| Presenter: | N/A |
| Caption: | Receive recommendations from the Interim Administrator/Staff regarding the needs of the Augusta Rowing Club concerning space for the storage of their equipment and other needs. (Referred from February 14 Public Services Committee) |
| 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

February 28, 2023

Discuss maintenance and repair of the Boat House

| | |
|---|---|
| Department: | N/A |
| Presenter: | N/A |
| Caption: | Discuss maintenance and repair of the Boat House. (Requested by Commissioner 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 |

Natasha L. McFarley

From: Lena Bonner
Sent: Friday, February 24, 2023 9:09 AM
To: Nancy Morawski; Natasha L. McFarley
Subject: FW: Agenda Item

Importance: High

Ladies – please Public Services Committee

*Lena J. Bonner
 Clerk of Commission
 Office of the Clerk of Commission
 535 Telfair Street
 Augusta, GA 30901
 (706) 821-1820 - Office
 (706) 821-1838 - Office Fax*

From: Commissioner Stacy Pulliam <SPulliam@augustaga.gov>
Sent: Thursday, February 23, 2023 8:59 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Agenda Item

Have further discussion on the maintenance and repair of the Boat House

Thank You 😊

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



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AED:104.1



Public Services

February 28, 2023

Discuss the policy and procedure of building inspections on government buildings

| | |
|---|--|
| Department: | N/A |
| Presenter: | N/A |
| Caption: | Discuss the policy and procedures of building permits and inspections on government buildings. (Requested by Commissioner 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 |

Natasha L. McFarley

From: Lena Bonner
Sent: Friday, February 24, 2023 9:13 AM
To: Nancy Morawski; Natasha L. McFarley
Subject: FW: Building Permits

Importance: High

Public Services Committee.....

*Lena J. Bonner
 Clerk of Commission
 Office of the Clerk of Commission
 535 Telfair Street
 Augusta, GA 30901
 (706) 821-1820 - Office
 (706) 821-1838 - Office Fax*

From: Commissioner Francine Scott <CScott2@augustaga.gov>
Sent: Thursday, February 23, 2023 8:21 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Building Permits

Good Morning Ms. Bonner,

Please add to the Public Service Committee:

Discuss the policy & procedures of building permits and inspections on Government Buildings

Thanks

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 AED:104.1