



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chambers

Tuesday, February 14, 2023

1:00 PM

PUBLIC SERVICES

- 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.
- 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.
- 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)
- 4.** Motion to approve the minutes of the Public Services Committee held on January 31, 2023.
- 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)**
- 6.** Update on Pendleton King Park. (Requested by Commissioner Stacy Pulliam)
- 7.** Request for update from Transit on new buses being added to our fleet. (Requested by Commissioner Stacy Pulliam)
- 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)
- 9.** Motion to approve the lease agreements for art installations for the 2023 - 2024 Augusta Sculpture Trail.
- 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)**
- 11.** Discuss Rowing Club needs for waterfront/races. (Requested by Commissioner Williams)



Public Services Committee Meeting

Meeting Date: February 14, 2023

Contract with Tailwind AGS, LLC for Food, Beverage & Merchandise Concession Program at
Augusta Regional Airport

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	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.
Background:	The Airport entered into a contract with Sterling Restaurant & Retail Group LLC, in 2012, to operate the food, beverage and merchandise locations within the terminal building. The contract was a five (5) year agreement with a five (5) year option for renewal. The option was exercised, and subsequently expired in 2021. Due to the COVID outbreak, the Aviation Commission elected to amend the contract with a two-year extension. The amendment is set to terminate in June 2023. Airport staff worked with the Procurement Department to issue a new RFP for the service. The solicitation produced five compliant bids. Procurement and Airport staff evaluated the proposal and determined that the Tailwind bid was the best and most advantageous proposal for the Airport and passengers.
Analysis:	Airport staff is recommending selection of Tailwind AGS, LLC, to operate the Airport Food, Beverage and Merchandise Concession Program. Tailwind AGS, LLC has accepted and signed the concession agreement. The agreement is for a five (5) year initial term with a five (5) year 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 Minimum Annual Guarantee of \$180,000 in the first year of operation. Capital improvements by the company are estimated at \$225,000.
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:

Item 1.

**AGREEMENT FOR THE LEASE AND
OPERATION OF RETAIL, FOOD AND BEVERAGE CONCESSION
BETWEEN**

**TAILWIND AGS LLC.
AND
THE CITY OF AUGUSTA**

FOR

**AUGUSTA REGIONAL AIRPORT
AUGUSTA, GEORGIA**

MASTER CONCESSIONS AGREEMENT AT AUGUSTA AIRPORT

This Concessions Agreement (the "Agreement") is entered into effective this 3rd day of June, 2023 (the "Effective Date"), between Augusta-Richmond County, Ga., (the "County") for the Augusta Regional Airport (Airport) and Tailwind AGS LLC. ("Concessionaire") who agree as follows:

WHEREAS, on October 17, 2022, the County received proposals in response to its Request for Proposals ("RFP") for Concessions for Food & Beverage and Merchandise/Gifts at the Airport. The County included in the RFP various innovative measures to maximize competition and quality and to enhance the overall customer experience at the Airport; and

WHEREAS, the Airport evaluation team recommended award to Tailwind AGS LLC., which award was authorized by the Augusta Aviation Commission on _____; and approved by the Augusta Richmond County Commission on _____; and

WHEREAS, the Parties have negotiated a final Agreement for the provision of Concessions services at the Airport.

The Parties hereby agree as follows:

BACKGROUND

The Airport is located in Augusta, Georgia and is operated by the Augusta Aviation Commission for the County. The Airport is a full-service commercial airport, as well as, a Fixed Based Operator and general aviation facility. The Airport is a non-smoking facility with the exception of the northern outdoor patio area adjacent to the passenger boarding area.

1. PREMISES:

1.1 Description of Premises:

The Concessions' areas are located in both the secure and non-secure portions of the terminal. The primary food/beverage concession area contains 3,353 square feet, the pre-security food area, 414 square feet and the retail/secondary food space contains 539 square feet of space. Additional locations may be added at the discretion of the Airport Director.

Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises (collectively referred to as the "Premises") identified in Exhibit A. No easement for light, air or view is granted, given or implied in this Agreement. If, upon completion of any construction contemplated by Section 7 entitled "Premises and Improvements", Concessionaire shall submit to the Airport a current, more detailed description based on final, as-built drawings, which will be incorporated by reference into this Agreement as a replacement for Exhibit A without the need for the parties to formally amend this Agreement.

1.2 Relocation

Airport's or Federal Government's Right to Require relocation: The Airport or the Federal Government may require that Concessionaire relocate all or part of the Premises within the Airport, or expand or contract the size of the Premises. Concessionaire must accomplish any such relocation, expansion or contraction expeditiously upon a timetable approved or directed by the Airport Director.

2. TERM:

2.1 The term ("Term") of this Agreement is five (5) years from the Commencement Date at the end of which the Agreement will immediately and automatically terminate, unless renewed by the County pursuant to the Clause entitled "Renewals". In the event the Agreement is renewed, the Term shall include the renewal period.

2.2 Renewals: This Agreement is subject to a five (5) year renewal at the sole discretion of the Airport. Notice of the Airport's intention to renew the Agreement will be provided to Concessionaire within one hundred eighty (180) days of the end of the Term.

2.3 Holding Over: If Concessionaire remains in possession of the Premises after the expiration of the Term, or any renewals, without written permission from the County, such holding over will not be deemed to operate as a renewal or extension of this Agreement, nor will it create a tenancy at will. During such month-to-month tenancy, the terms of this Agreement will continue to govern the relationship of the Parties

3. USE:

3.1 Non Exclusive: Concessionaire will have the non-exclusive rights to provide food, beverage and merchandise service on the Premises as described herein.

3.2 Use of Premises: Concessionaire shall use the Premises to provide the goods, items, services or commodities appropriate for the location and concept described in the section of this Agreement titled "Premises" or otherwise as approved by the Airport Director from time to time. The Concessionaire's proposal is incorporated herein by reference as if fully set forth herein. The Airport Director shall have the right, at any time, to require Concessionaire to revise or replace the concept at any location and may prohibit the sale of any particular goods, items, services or commodities or categories of goods, items, services or commodities or categories or the use of the Premises for any purpose. In the event Concessionaire revises or replaces the concept at any location, percentage rent for such location may be adjusted commensurately in the discretion of the Airport Director.

3.4 Pricing: Concessionaire must submit all of its proposed prices to the Airport Director for review at least thirty (30) days prior to Concessionaire offering its services to the public. Concessionaire must submit any across the board proposed price changes to the Airport Director for approval prior to implementation.

3.4.1 Same Store Pricing: For any operations where Concessionaire currently operates the same or similar facility in the Metropolitan Augusta area, Concessionaire may not charge higher

prices at the Airport for like or similar items. The Airport Director has the right to survey prices at those stores and to use these prices for same or similar items as the primary basis for pricing in the Premises.

3.4.2 Street Plus Pricing: The Airport Director may, at any time, conduct a Pricing Survey. This survey shall consist of selecting four (4) restaurants or similar store locations where residents, travelers or visitors normally shop. Concessionaire's price on any specific item may not exceed the average price of those locations remaining after eliminating the two (2) lowest priced-locations for that particular item, plus an additional 15 percent. If fewer than four (4) locations carry a specific item, the maximum permissible price shall not exceed the average price of the three (3) highest locations carrying that specific item, plus an additional 15 percent. If no other location carries the item, Concessionaire shall charge a reasonable price. The Airport Director has the sole discretion to determine whether a price is reasonable. Any item offered for sale with preprinted pricing shall not be charged more than the preprinted price.

3.5 Hours of Operation: All stores within the Premises must be opened 365 days a year at least one (1) hour before the time of the first scheduled airline departure and shall provide uninterrupted service until the last scheduled departure unless otherwise specified by the Airport Director.

3.5.1 Concessionaire may be required to keep its store open for additional hours, including around the clock during emergency operations, with very limited notice, at the direction of the Airport Director under circumstances warranting such additional operating hours, as determined by the Airport Director in his discretion.

3.6 Customer Service:

3.6.1 The Airport Director shall have the right to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged and the appearance and condition of the Premises. Concessionaire agrees to promptly discontinue or remedy any objectionable practice. Concessionaire must also comply with any standards established by the Airport Director.

3.6.2 Concessionaire agrees to keep the Premises and all fixtures and equipment, clean, neat, safe, sanitary and in good order and condition at all times. Concessionaire agrees to respond to customer complaints in an expeditious manner.

3.6.3 Customer Service and Quality Assurance Standards: The Airport Director reserves the right to conduct quality assurance audits in order to ensure optimal customer service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer; making eye contact when possible; being friendly and knowledgeable about the Airport; listening and responding politely; presenting a receipt and the correct change to the customer; and thanking the customer. In addition, the Concessionaire must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services: making reasonable change; offering passenger directions and assistance; and accepting four (4) major credit cards (Visa, MasterCard, Discover, and American Express) as payment for any debit or

credit transaction. Further, the Airport highly encourages and may ultimately require the implementation of expedited payment options, which may include but is not limited to MasterCard PayPass®, Apple Pay, on-line or kiosk ordering and self checkout stations.

- 3.6.4 Concessionaire shall maintain adequately trained staff (at a minimum of 1 employee per location), and adequate supervision on duty, during operational hours.
- 3.6.5 The Airport believes that a high quality and stable work force is key to providing outstanding customer service. Concessionaire is expected to maintain a positive work environment that encourages the development and growth of all employees.
- 3.6.6 Concessionaire's staff must be aware of the time sensitive nature of Airport patrons. All of Concessionaire's employees shall be courteous and helpful to the public.
- 3.6.7 Concessionaire shall conduct its operation in a businesslike manner. A sufficient quantity of inventory must be carried to ensure that the premises will be fully stocked and available to passengers at all times. All inventories must be top quality and displayed in an "opening day fresh" manner. In addition a dress code should be strictly adhered to for all operating staff.
- 3.6.8 Concessionaire agrees to offer plastic or coated paper gusseted bags with handles to enable customers to more easily transport items through the Airport. Innovative packaging or transportation devices that facilitate travel are highly encouraged.

3.7 Continuous Operation of Premises: Concessionaire must operate the Premises uninterrupted, throughout the Term, including renewals, and provide all required services and maintains all necessary permits and licenses.

3.7.1 Concessionaire agrees and understands that it shall operate the facilities in a First Class manner for the duration of the Agreement. If, as determined at the sole discretion of the Airport Director, the Concessionaire fails to meet this obligation, then the Airport Director shall have the right to make reasonable objection to Concessionaire's failure to create, maintain, repair, use and operate a First Class facility and that failure to create, repair, maintain, operate, and use its business in a satisfactory manner will result in a issuance of written notice so described herein and as an event of default and allowing exercise of the remedies permitted by this Agreement.

3.7.1.1 Should Concessionaire have an operational deficiency, the Airport Director shall send Concessionaire a notice to correct the problem without declaring it an event of default ("First Notice"). The First Notice will contain a correction period of not less than ten (10) days (the "Correction Period") within which to correct the problem. In the event that the operational deficiency concerns a matter of health or safety, or the threat of imminent damage to the airport facility, the ten day cure time will not apply and the Deficiency must be addressed immediately. Except for matters affecting health or safety or potential facility damage, any notice to Concessionaire required or permitted under this Section shall be in writing and delivered to Concessionaire's on-site management via letter, email, or by some other written

form as may be adopted from time to time by the Airport. In addition to the foregoing, in the event that the issue is not fixed within the required time, then a copy of the Second Notice, if applicable, shall be sent to Concessionaire at the notice address for Concessionaire specified in this Agreement, as well as delivered to on-site management.

3.7.1.2 If Concessionaire reasonably believes that the issue cannot be rectified within the Correction Period, prior to the expiration of the Correction Period, Concessionaire shall submit to the Airport a written plan for the correction of the problem ("Remediation Plan"). The Remediation Plan shall include a detailed description of the steps Concessionaire will take to correct the problem and the deadlines for completion of such steps. If a Remediation Plan is approved by the Airport Director in his reasonable discretion, and for so long as Concessionaire complies with the approved plan, any liquidated damages shall not be imposed. If Concessionaire fails to: (i) correct a problem prior to the expiration of the Correction Period, and (ii) timely submit a Remediation Plan, or (iii) comply with any portion of the approved Remediation Plan, then the Airport Director shall have the right to assess the liquidated damages described below.

3.7.1.3 If Concessionaire fails to: (i) correct a problem prior to the expiration of the Correction Period, and (ii) timely submit a Remediation Plan, or (iii) correct a problem prior to the expiration of the Correction Period stated in an Airport approved Remediation Plan, or (iv) comply with any portion of the approved Remediation Plan, then the Airport Director may, in the Second Notice, send Concessionaire notice assessing liquidated damages or it may proceed to remedy the failure in accordance with this Agreement. Such liquidated damages shall begin to accrue immediately, unless a later date is indicated in the notice.

The Parties agree that damages sustained by the Airport for operational deficiencies could be significant but may be impossible or very difficult to accurately estimate. The Parties agree that under the circumstances a reasonable estimate of damages for operational deficiencies that is ultimately corrected is: Five Hundred Dollars (\$500) per day per infraction for each whole or partial day until the problem is corrected. The parties agree that these liquidated damages constitute a reasonable estimate of the anticipated or actual harm that might arise from operational deficiencies. The parties intend that the liquidated damages constitute compensation, and not a penalty. Liquidated damage amounts shall be due and payable upon demand by the Airport.

3.7.1.4 If Concessionaire fails to correct the problem within thirty (30) days after receiving the Second Notice, the Airport Director shall have the right to treat the operational deficiency as an event of default by sending Concessionaire a formal notice of default under Section 11 concerning the operational deficiency. The liquidated damages related to such default shall stop accruing as of the expiration of the thirty (30) day cure period provided in Section 11 and the Airport shall thereafter have the right to seek any other remedy available to the Airport under this Agreement.

- 3.8 Prohibition of Solicitation:** Concessionaire is strictly prohibited from engaging in any activities outside the Premises within the Airport for the recruitment or solicitation of business. Concessionaire may not place or install any carts, kiosks, inline store, racks, stands, display

merchandise or trade fixtures outside the boundaries of the Premises without the express written consent of the Airport Director.

3.9 Representative of Concessionaire: Concessionaire must at all reasonable times retain in the Airport at least one (1) qualified representative, authorized to represent and act for it in matters pertaining to this Agreement and its operations at the Airport and must keep the Airport Director informed in writing of the identity of each such person.

3.10 Ingress and Egress; Security Regulations: Concessionaire possesses the right of ingress to and egress from the Airport as may be necessary to fulfill its obligations under this Agreement, subject to Airport rules and regulations, and agrees that the exercise of such right must not impede or interfere unduly with the operation of the Airport by County, its tenants, contractors, airline passengers, the public or other authorized occupants. Concessionaire agrees that its rights under this Agreement are subject to all security regulations or restrictions that may exist or come into existence and be imposed by any governmental entity, including, but not limited to the FAA and TSA, having jurisdiction over the Airport and security matters pertaining to it. Concessionaire will have no claim for relief of rent or other remedies as a result of the imposition of such security regulations.

3.11 Reservations by Airport:

Airport has the right, without any obligation to do so, at any reasonable time and as often as it considers necessary:

3.11.1 to inspect any portion of the Premises;

3.11.2 to enter the Premises and make ordinary repairs;

3.11.3 to take such action in the event of an emergency concerning the Premises as may be required for the protection of persons or property. In the event the need to take such emergency action is caused by acts or omissions of Concessionaire, Concessionaire will reimburse the Airport for the costs associated with such emergency actions. Further, Concessionaire must assure emergency access to the Premises by providing emergency telephone numbers at which Concessionaire's representative(s) may be reached on 24-hour basis.

3.12 Compliance with Laws and Regulations; Licenses and Permits:

3.12.1 Concessionaire must at all times during the Term comply with all the applicable federal and state laws, local ordinances, codes, rules and regulations respecting Concessionaire's use and occupation of the Premises issued by any governmental entity having jurisdiction over the Airport, including, but not limited to the County and the Airport Director.

3.12.2 Concessionaire shall be solely responsible for the cost of obtaining and maintaining all licenses and permits necessary to operate at the Airport and perform all required services.

3.13 Prohibited Uses: The Premises may not be used except for the purposes specified in the Clause entitled "Use". Concessionaire may not do, or cause or permit anything to be done in or about the Premises, or bring or keep anything on the Premises:

3.13.1 increasing in any way the rate of fire insurance or other insurance applicable to the Airport or its concourses, or any of its contents; or

3.13.2 creating a nuisance; or

3.13.3 in any way obstructing or interfering with the rights of others in the Airport, or injuring or annoying them; or

3.13.4 allowing any sale by auction on the Premises; or

3.13.5 committing any waste upon the Premises; or

3.13.6 using or allowing the Premises to be used for any improper, immoral, unlawful or objectionable purpose; or

3.13.7 placing any loads upon the floor, walls or ceiling which compromise the structure; or

3.13.8 obstructing the sidewalk, passageways, stairways in front of, within or adjacent to the Airport, its concourses or other facilities; or

3.13.9 doing or permitting to be done anything in any way tending to injure the reputation of County or the appearance of the Airport, its concourses or other facilities.

3.14 Trash Removal: All waste matter must be stored and disposed of in a manner satisfactory to the Airport Director, and Concessionaire agrees to arrange for the timely disposal, at its own expense, of all waste material. Concessionaire will be responsible for the removal of Concessionaire's trash from the Premises and transfer to designated waste receptacles.

4. ASSIGNMENT OR SUBLETTING:

4.1 Concessionaire may not assign, transfer or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part, without the prior written consent of County. Furthermore, Concessionaire may not sublet or encumber the Premises, or any part of it, without the prior written consent of Airport Director. Any attempted assignment, transfer, encumbrance or sublease without the prior written consent of County is voidable at County's election.

4.2 If Concessionaire is a partnership or joint venture, a withdrawal or change (whether voluntary, involuntary or by operation of law) of the partner/joint venturer or partners/joint venturers owning more than 50% (as measured by interests in capital, profits or such other measurement as County may reasonably designate) of the partnership/joint venture, or the dissolution of the partnership/joint venture, will be deemed an assignment subject to this Clause.

- 4.3** If Concessionaire is a corporation, any dissolution, merger, consolidation or other reorganization of Concessionaire, or the sale or other transfer of a controlling percentage of the capital stock of Concessionaire, or the sale of more than 50% of the value of the assets of Concessionaire, will be deemed an assignment subject to this Clause. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Concessionaire's capital stock issued, outstanding and entitled to vote for the election of directors. This paragraph will not apply to corporations the stock of which is traded through an exchange or over the counter.

5. RENTAL PAYMENTS/FEES:

5.1 Rental Payments/Fees:

The Concessionaire agrees to pay the greater of a Minimum Annual Guarantee (MAG) of \$180,000 in the first year of operations or a percentage of gross revenues as identified below:

Food and Beverage Concessions:

The sum of food and non-alcoholic beverage sales is multiplied by 14%

- Plus, alcoholic beverage sales multiplied by 20%
- Plus, vending sales multiplied by 25%

Merchandise/Gifts Concessions:

- Plus, retail sales multiplied by 15%

MAG will have an annual true-up and will be adjusted following the end of each lease year to 85% of the previous year.

5.1.1 The term "Gross Receipts" shall include all monies paid or payable to Concessionaire or concessionaire's subtenants for sales made or services rendered at or from the Airport, regardless of when, where, or whether the business transaction occurs on or off of the Airport property as well as any other revenues of any type arising out of or in connection with Concessionaire's operations at the Airport, provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by Concessionaire shall be excluded.

5.1.2 Within fifteen (15) days after the end of each month of the Agreement, Concessionaire shall provide to Airport an accounting of its Gross Revenues for the previous month. Concessionaire will submit a report, in a form provided by the Commission, of actual Gross Receipts received during the previous month and a check for the same.

5.1.3 Payments shall be made in lawful money of the United States, free from all claims, demands, set-offs or counterclaims of any kind against County. All rental payments shall be payable at:

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

Attn: Director of Finance

5.1.4 The Airport may require payment at such other place as the Airport Director may from time to time designate to Concessionaire in writing.

5.1.5 No payment by Concessionaire or receipt by Airport of a lesser amount than the correct fee/MAG shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Airport may accept such check or payment without prejudice to County's right to recover the balance or to pursue any other remedy in this Agreement or otherwise provided by applicable law or equity.

5.1.6 Within ninety (90) days after the end of each Lease Year, Concessionaire shall prepare and submit to the Airport a statement with respect to its total Gross Revenues for such Lease Year. If the total concession fees paid by Concessionaire for each month of such Lease Year exceed the greater of (1) the Minimum Monthly Guarantee; or (2) the amount of Percentage Fees computed on such Gross Revenues for each month of the Lease Year, such excess shall be credited by the Airport to the future Concession Fees on the next monthly payment due from Concessionaire or shall be paid to the Concessionaire if the Agreement shall have expired. If the total concession fees paid by the Concessionaire for such Lease Year is less than the greater of: (1) the Minimum Monthly Guarantee ; or, (2) the amount of Percentage Fees computed on such Gross Revenues for each month of the Lease Year, then Concessionaire will remit the deficiency to the Airport with the statement.

5.2 Books and Records:

5.2.1 Concessionaire must maintain throughout the Term of this Agreement and for a three year (3) period after the Term, including renewals, or, in the event of a claim by County, until such claim of County for payments hereunder shall have been fully ascertained, fixed and paid, separate and accurate daily records of Gross Revenues from all activity conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business on or transacted in, about, from or pertaining to the Premises, and Concessionaire must enter all receipts arising from such business in regular books of account, and all entries in any such records shall be made at or about the time the transactions occur.

5.2.2 In addition, Concessionaire shall maintain weekly, monthly and annual reports of Gross Revenues and transactions derived from its operations under this Agreement, using a form and method as directed by the Airport Director. Upon the Airport Director's written request, Concessionaire must make available immediately at the Airport, for inspection and copying by the Airport Director or his or her designated representative, any and all books, records and accounts pertaining to its operations or performance of its obligations under this Agreement. The intent and purpose of the provisions of this Section are that Concessionaire must keep and maintain records which will enable County to ascertain, determine and audits, if so desired by County, clearly and accurately, with its obligation under this Agreement and the share of Gross Revenues received by Airport, and that the form and method of Concessionaire's reporting of

Gross Revenue will be adequate to provide a control and test check of all Gross Revenue derived by Concessionaire under this Agreement.

5.2.3 Should any examination, inspection or audit of Concessionaire's books and records by Airport disclose an underpayment by Concessionaire in excess of 2% of the total annual consideration due, Concessionaire must promptly pay Airport the amount of such underpayment, plus interest thereon at the rate of 1.5% per month, from the date due until the date collected, and shall reimburse Airport for all costs incurred in the conduct of such examination, inspection, or audit. If Airport deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection or audit, then Concessionaire must reimburse Airport for reasonable attorneys' fees and litigation expenses as part of the costs incurred.

5.2.4 Not later than ninety (90) days after each anniversary of the Commencement Date, Concessionaire must furnish to the Airport Director an unqualified report, certified by a Certified Public Accountant of the Gross Revenues. Concessionaire must also furnish the Airport Director with such other financial or statistical reports as the Airport Director from time to time may request.

5.2.5 Upon request by the Airport Director, Concessionaire must furnish to Airport copies of its quarterly State of Georgia sales and use tax returns covering the Premises as well as Concessionaire's Georgia and federal income tax returns at the time of filing, and any amendments. All copies of such returns must be certified as exact copies of the original documents by a Certified Public Accountant. Concessionaire shall also promptly notify the Airport Director of and furnish to the Airport copies of any audit reports covering the Premises conducted by the Department of Revenue of the State of Georgia or the Internal Revenue Service. All of the books, records and accounts required by this Section to be maintained by Concessionaire, or true and complete copies of them, shall be maintained by Concessionaire.

5.3 Revenue Control:

5.3.1 All business transactions, which occur in the Premises, must be completed by a register transaction and a receipt must be offered to each customer. The Concessionaire must implement a computerized point of sale system ("POS") and to further modify the system from time to time.

All cash registers used in the operation of businesses within the Premises must have, at a minimum, the features outlined below:

5.3.2.1 Segregated charge categories;

5.3.2.2 The input device may either be a keyboard, scanner, touch screen or any combination of the three;

5.3.2.3 The register or control processor(s) shall be capable of data transmission and

5.3.2.4 The register or data collection device shall have a secure transaction audit tape or transaction file.

- 6. TAXES AND LIENS:** Concessionaire is liable for all taxes levied or assessed against any interest of Concessionaire or its subtenants in the Premises and any personal property, furniture or fixtures placed by Concessionaire in the Premises. Concessionaire agrees not to permit or suffer any liens to be imposed upon the Premises, the Airport or any other part of them as a result of its activities without promptly discharging them, provided, however, that Concessionaire may, if Concessionaire so desires, contest the legality of any such liens. In the event of a contest, Concessionaire must provide a bond in an amount and form acceptable to County in order to clear the record of any such liens.

7. PREMISES AND IMPROVEMENTS:

7.1 Premises, including plumbing and electrical, will be provided to Concessionaire in working order at commencement of executed Agreement. Concessionaire must, at its sole cost and expense, design, erect, construct and install all fixtures, furnishings, carpeting, decorations, finishings, equipment, counters, and all other improvements for the operation of business within the Premises. Airport agrees to repair the drop down security gate and install a commercial restaurant hood in the pre-security concession area, pursuant to this Agreement.

7.2 Utilities:

7.2.1 Airport shall provide the Leased Premises, identified in Exhibit A attached hereto, with ordinary amounts of heat and air conditioning, electricity, water and sewer, and natural gas for the conduct of Concessionaire's activities, subject to unexpected breakdowns or interruptions. Any modifications to the duct work or lines provided, required by Concessionaire as a result of its improvements shall be provided and paid for by Concessionaire.

7.2.2 Any and all costs of installing, relocating and/or expanding phone(s), data, and other cable/wiring and service shall be the sole responsibility of Concessionaire. In all instances of any damage to any utility service or service line caused by Concessionaire, its employees, contractors, suppliers, agents, or invitees, Concessionaire shall be responsible for and pay for the cost of repairs.

Should the installation of any equipment or improvements by Concessionaire require a modification to the building's electrical, heating or cooling systems, or the relocation or installation of an electrical outlet, or the use of electrical power other than that provided through the standard terminal electrical outlets, or modifications to the natural gas, plumbing, water or sewer system within the premises, all costs of construction and subsequent maintenance and related expenses of such modification, installation, or relocation, shall be borne entirely by Concessionaire, after approval of such proposed improvements by the Airport Director.

- 7.3 Waiver of Damage:** Concessionaire expressly waives all claims for damages arising out of or resulting from failures or interruptions of utility services furnished by Airport including, but not

limited to, electricity, water, plumbing, sewage, telephone, communications, heat, ventilation, air conditioning, or for the failure or interruption of any public or passenger conveniences.

- 7.4 Maintenance and Repair:** Concessionaire shall be obligated, without cost to the Airport, to maintain the Leased Premises and every part thereof and all improvements installed by Concessionaire, together with all fixtures, plate and mirror glass, walls, ceilings, lighting, floors, equipment, and personal property therein, in good repair, safe condition, and in a clean and orderly condition and appearance. Concessionaire shall keep the areas immediately adjacent to the exits and entrances of the Leased Premises clean, safe and orderly and free of displays, imperfections and obstructions, and shall promptly notify Airport of any safety hazards it observes near such exits/entrances on surfaces that are the responsibility of the Airport to maintain. Maintenance of the Leased Premises shall include, without limitation: (a) the cleaning of all doors, entrances, gates and interior glass surfaces, counters, interior walls, ceilings, lighting, floors and floor coverings, decor, speakers, signage and equipment; (b) repair of electrical lighting fixtures and receptacles within the Premises; (c) all maintenance and repair of any cooling or smoke removal (or neutralizing) units installed by Concessionaire; (d) routine repair and maintenance, including cleaning of all drains, pipes, exhaust hoods, and ventilation fans; (e) maintenance and repair of all plumbing fixtures, pipes and drains located in the Leased Premises; (f) repair of equipment, furniture and fixtures. The specific maintenance, replacement and repair responsibilities of Concessionaire and Airport are more particularly listed in Exhibit D attached hereto and incorporated herein.

The Airport shall be the sole judge of the quality and timeliness of maintenance. The Airport may at any reasonable time, without notice, enter the Leased Premises to determine if satisfactory maintenance is being performed. If Airport determines that maintenance is not satisfactory, Airport shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire within ten (10) calendar days after receipt of written notice, or such longer time as may be contained in the written notice, then Airport or its agents shall have the right to enter upon the Leased Premises and perform the maintenance therefor and Concessionaire agrees to promptly reimburse Airport for the direct costs thereof or the Airport may proceed with a Second Notice Provision.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Concessionaire of verbal notice given by Airport. At the direction of the Airport or other proper authorities, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is corrected. During the period of such closure, there shall be no abatement of the Minimum Guarantee unless the reason for closure was completely beyond the control of Concessionaire, and Concessionaire takes all necessary actions to abate the hazard as quickly as possible.

If it becomes reasonably necessary during the Term of this Agreement, as determined by the Airport Director, Concessionaire will, at its own expense, redecorate and paint fixtures and the interior of the Premises and improvements, and replace fixtures, worn carpeting, curtains, blinds, drapes, or other furnishings.

7.4.1 Janitorial Service: Concessionaire will provide sufficient janitorial services to ensure that the Premises are at all times maintained in a clean attractive and sanitary manner including, but not limited to, equipment, utensils, fixtures, grease traps, service counters and display units.

7.4.2 Pest Control: At any time during the Term of this Agreement, the Airport Director may require Concessionaire to use the pest-exterminating contractor engaged by the Airport to implement a comprehensive, ongoing pest control program. In such case, Concessionaire shall be required to provide the County with reports indicating compliance with pest control standards, in such form as the Airport Director may direct from time to time and shall be required to maintain manifest reports on file at each store, at all times.

7.5 Advertising: Concessionaire may, at its own expense, install and operate necessary and appropriate identification signs on the Premises, subject to the approval of the Airport Director as to the number, size, height, location, color and the general type and design. Such approval shall be subject to revocation by the Airport Director at any time. Without express written consent of the Airport Director, Concessionaire may not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

8. LIABILITY AND INDEMNITY:

8.1 County's Liabilities: Neither the Airport or the County will be liable or responsible to Concessionaire for any loss(es), damage(s) or expense(s) that Concessionaire may sustain or incur if either the quantity or character of any services to be provided by Airport is changed or is no longer available or is no longer suitable for Concessionaire's requirements. County will not be liable or responsible to Concessionaire for any loss(es), damage(s) or expense(s) arising out of, resulting from, relating to or concerning, directly or indirectly, acts of terrorism, including, but not limited to, loss(es), damage(s) or expense(s) sustained or incurred by Concessionaire as a result of:

8.1.1 a change in the Airport's or Concessionaire's business resulting from such terrorist acts;

8.1.2 the enactment of laws responding to or concerning such terrorist acts; or

8.1.3 any other detrimental effect upon Concessionaire or its business resulting from such terrorist acts.

8.2 Indemnity and Hold Harmless: Concessionaire agrees to defend, indemnify and hold harmless the Mayor, the County, the Aviation Commission, the Board of Commissioners, its officers, agents, officials and employees (collectively, "Indemnified Parties") from and against:

8.2.1 all liability for injuries to or deaths of persons or damage to property arising from Concessionaire's activities under this Agreement or in or about the Premises; and

8.2.2 all loss(es), expense(s), demand(s), suit(s) and claim(s) against the Indemnified Parties sustained or alleged to have been sustained arising out of or relating to the negligence or willful

misconduct of Concessionaire or any other individual or entity under Concessionaire's control (contractual or otherwise) and their officers, agents or employees; and

8.2.3 all loss(es), expens(es), demand(s), suit(s) and claim(s) against the Indemnified Parties sustained or alleged to have been sustained arising out of or relating to any liens and charges of any kind that may at any time be established against the Premises or this Agreement, or any part of it, as a consequence of any act or omission of Concessionaire or as a consequence of the existence of Concessionaire's interest under this Agreement; and

8.2.4 all loss(es), expens(es), demand(s), suit(s) and claim(s) against the Indemnified Parties sustained or alleged to have been sustained arising out of or relating to Concessionaire's violation or alleged violation of the section entitled "Hazardous Materials". This indemnification obligation includes, but is not limited to fines assessed against Concessionaire, County, or others for whom County may be responsible, diminution in value of the Airport, damages for the loss of use of rentable or usable space or of any amenity of the Airport, damages arising from any adverse impact on marketing of space in the Airport, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees which arise during or after the Term of this Agreement, including any renewals, as a result of such violation. This indemnification of County by Concessionaire also includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Airport which results from such a violation; and

8.2.5 any and all loss(es), claim(s), damage(s), action(s) and suit(s) alleging that any good and/or service sold by Concessionaire infringes upon one or more United States Patent(s), copyright(s) or trademark(s) owned by anyone other than Concessionaire, or violates any provision of the Lanham Act.

8.3 Indemnity Not Limited By Applicable Insurance: Concessionaire further agrees that this agreement to indemnify and hold harmless the Indemnified Parties will not be limited to the limits or terms of the liability insurance, if any, required under this Agreement.

8.4 Survival: The clause entitled "Indemnity and Hold Harmless" shall survive any termination or expiration of this Agreement.

9. INSURANCE, BONDING and PERFORMANCE GUARANTEE:

9.1 Insurance. Insurance requirements are specified in Exhibit B.

9.2 Performance Guarantee. Amount of Performance Guarantee. Concessionaire shall provide, file, and maintain during the Term, a performance guarantee satisfactory to the Airport in its reasonable discretion. The performance guarantee during the Initial and Secondary Term shall be equal to the amount of the Minimum Guarantee per year for both food/beverage and retail being provided by Concessionaire.

The Concessionaire must ensure that the performance guarantee is maintained at all times in the proper amount throughout the period of the Agreement.

9.3 Form of Guarantee. The performance guarantee, at the option of the Concessionaire, may be an irrevocable letter of credit from a bank which is located in the Augusta area or which will accept a demand for payment by mail, the form of which has been approved by Airport's General Counsel; or it may be a performance bond, issued by an insurance company acceptable to the Airport.

9.4 Certificate of Renewal. At least forty-five (45) days prior to the expiration date on which any such surety guarantee expires, Concessionaire shall provide and file with the Airport Director a renewal or replacement guarantee.

9.5 Maintenance of Guarantee. If the Concessionaire fails to provide or maintain the performance guarantee in effect at any time during the period of the Agreement, the Concessionaire shall be in default and the Agreement may be terminated by the County.

9.6 Construction Insurance. Prior to the Airport Director granting authority to proceed with construction of any leasehold improvement or alteration, Concessionaire or its contractor shall take out and maintain during the construction period Workers' Compensation and Contractor's comprehensive general public liability insurance, wherein the Airport, its officers, agents and employees are named as additional insureds. Coverage shall protect the contractor and any subcontractor performing work from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations during the construction, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by them. Such policy or policies shall not exclude the "Explosion Hazard" nor the "Collapse Hazard" and shall be in an amount not less than a combined single limit of five million dollars (\$5,000,000.00) for bodily injury and property damage per occurrence.

This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor, or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

The contractor shall also obtain Builder's Risk insurance covering all work incorporated in the Leased Premises and all material for the same in, on or about the Airport.

10. DAMAGE OR DESTRUCTION:

10.1 Partial Destruction of the Premises:

10.1.1 Insured Damage: If the Premises are damaged by any casualty which is insurable under an insurance policy of the type required to be maintained by Concessionaire pursuant to this Agreement, regardless of whether the Premises is tenantable or practically usable for the purpose for which it was formerly used, then Concessionaire must repair such damage as soon as reasonably possible and this Agreement will continue in full force and effect.

10.1.2 Uninsured Damage: If the Premises are damaged by any casualty not insurable under an insurance policy of the type required to be maintained pursuant to this Agreement, and such casualty is not caused by an act or omission of Concessionaire, its agents, servants or employees, then Airport's options are, either:

10.1.2.1 repair such damage as soon as reasonably possible at Airport's expense, in which event this Agreement will continue in full force and effect; or give written notice to Concessionaire within thirty (30) days after the date of occurrence of such damage of Airport's intention to terminate this Agreement effective as of the date of the occurrence of the damage. If Airport elects to terminate this Agreement, Concessionaire will have the right, within ten (10) days of the date of the Airport's notice to notify, Airport in writing of Concessionaire's intention to repair such damage. If Concessionaire fails to repair the damage to Airport's satisfaction within a reasonable period of time, this Agreement will automatically terminate effective as of the date of the occurrence of such damage.

10.1.3 In no event shall Airport be required to repair any injury or damage of fire or other cause, or to make any restoration or replacement of any paneling, decorations, office fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the Premises by Concessionaire or at the direct or indirect expense of Concessionaire, Concessionaire must restore or replace the same in the event of damage provided that this Agreement is not terminated pursuant to this Section.

10.1.4 If the Premises are damaged by any casualty not insurable under an insurance policy of the type required to be maintained pursuant to this Agreement, and such casualty is caused by an act or omission of Concessionaire, its agents, servants or employees, then Concessionaire must repair the damage to the Airport's satisfaction within a reasonable period of time, in which event this Agreement will continue in full force and effect.

10.2 Total Destruction of Premises: If the Premises is totally destroyed during the Term from any cause whether or not covered by the insurance required under this Agreement (including any destruction required by any authorized public authority), this Agreement will automatically terminate, effective as of the date of such total destruction.

10.3 Damage During Last Year of Term or Renewal Period: If during the last year of the Term, including any renewal term, the Premises are partially destroyed or damaged and are not covered under an insurance policy required to be maintained pursuant to this Agreement, Airport may terminate this Agreement, effective as of the date of occurrence of such damage, by giving written notice to Concessionaire within thirty (30) days after the date of occurrence of such damage. If Airport elects to terminate this Agreement, Concessionaire will have the right, within ten (10) days of the date of the Airport notice, to notify Airport in writing of Concessionaire's intention to repair such damage at Concessionaire's expense, without reimbursement from Airport, in which event this Agreement shall continue in full force and effect and Concessionaire must proceed to make such repairs as soon as reasonably possible.

10.4 Reduction of Rent: Concessionaire's Remedies:

10.4.1 If the Premises are partially destroyed or damaged physically and the Airport is obligated to repair the Premises pursuant to this Agreement, the rent attributable to such partially destroyed or damaged Premises and payable for the period during which such damage and repair continues will be reduced in proportion to the extent to which Concessionaire's use of the Premises is impaired, calculated on a square foot basis, in accordance with the discretion and determinations of the Airport Director. For example, if one-half of the Premises are unusable by Concessionaire as a result of such physical damage or destruction, then the rent payable for each month during which it exists and is being repaired will be reduced by one-half. Except for a reduction rent (if any), Concessionaire shall have no claim against the Airport for any damage suffered by reason of any such damage, destruction or repair.

10.4.2 If the Airport shall be obligated to repair the Premises under this Section and shall not commence such repair or restoration within 45 days after such obligation shall accrue, Concessionaire at Concessionaire's option may cancel and terminate this Agreement by written notice to the Airport at any time prior to the commencement of such repair. In such event this Agreement shall terminate as of the date of such notice.

11. DEFAULT BY TENANT:

11.1 Events of Default: Concessionaire will be in default under this Agreement if:

11.1.1 Concessionaire fails to pay MAG or any other payment required under this Agreement when due to Airport, and that failure continues for a period of thirty (30) days after such MAG or other payment is due whether or not the Airport has invoiced or provided Concessionaire with notice of any amount due or overdue; or

11.1.2 Concessionaire:

11.1.2.1 becomes insolvent, or seeks the benefit of any present or future insolvency statute; or

11.1.2.2 makes a general assignment for the benefit of creditors; or

11.1.2.3 files a voluntary petition in bankruptcy; or

11.1.2.4 files a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any other State; or

11.1.2.5 consents to the appointment of a receiver, trustee, or liquidator of any of its property; or

11.1.2.6 files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is involuntarily filed against Concessionaire and not dismissed within sixty (60) days after the filing; or

11.1.2.7 transfers its interest under this Agreement, without the prior written approval of Airport, by reason of death, operation of law, assignment, sublease agreement or otherwise, to any other person, firm or corporation; or

11.1.2.8 abandons, deserts or vacates the Premises, including, but not limited to, ceasing to provide its services at the Premises for thirty (30) days or more; or

11.1.2.9 files any lien against the Premises because of any act or omission of Concessionaire, and is not discharged by Concessionaire by payment, bond or otherwise within twenty (20) days after receipt of notice of the lien by Concessionaire; or

11.1.2.10 fails to comply with the requirements set forth in the Insurance and Bonding Requirements; or

11.1.2.11 fails to keep, perform or observe any term, covenant or condition of this Agreement; or

11.1.2.12 uses or gives its permission to any person to use any portion of Premises for any illegal purpose or purpose in violation of this Agreement; or

11.1.2.13 (including any venture partner of Concessionaire), or any of their respective officers, directors, principal shareholder(s) or affiliates, is convicted of or pleads guilty to any crime in any way related to the operation of the Premises or the Airport or a public sector, governmental or quasi-governmental project or contract or related to the safety and/or security of any Airport, governmental entity or its citizens. For purposes of this Agreement:

11.1.2.13.1 “principal shareholder” means an owner of shares (or equity interest, if other than a corporation) representing 10% of the voting control and/or participation (through dividends or other distributions) in the profits of an entity;

11.1.2.13.2 “affiliate” means any person or entity which directly or indirectly controls or is controlled by, or is under common control with an entity; and

11.1.2.13.3 “control” or “controlling” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity whether through the ownership of voting securities, by contract or otherwise; or

11.1.2.14 intentionally or willfully misrepresents to Airport any material fact; or

11.1.2.15 made any material misrepresentation or failed to make full and accurate disclosure to Airport in the documents, questionnaires and other materials submitted by Concessionaire with its Proposal pursuant to which this Agreement was awarded to Concessionaire, or failed to comply with all requirements, including without limitation, the ethical standards policy, set forth in the County’s Code of Ordinances; or

11.1.2.16 acts or fails to act results in the suspension or revocation of, for a period of more than thirty (30) days, of any rights, powers, licenses, permits or authorities necessary for the operation of its business at the Premises; or

11.1.2.17 fails to pay any lawful tax or assessments required to be paid under this Agreement.

11.1.3 the service offered by Concessionaire deteriorates for a period which in the sole, reasonably arrived at opinion of Airport Director, materially and adversely affects Concessionaire's Gross Revenues and materially falls below the level of service required to be performed and offered by Concessionaire, provided that Concessionaire shall be permitted thirty (30) days within which to restore service satisfactory to the Airport.

11.2 Airport's Remedies: If Concessionaire is in default, Airport will notify Concessionaire in writing of the nature of the default. If Concessionaire, where a specific time period for the cure is provided in the applicable subsection of this Agreement, does not cure the default within that period or, where a time period for the cure is not specifically provided in the applicable subsection, does not cure the default within fourteen (14) days from receipt of notice from Airport, Airport may, without notice to Concessionaire's sureties, if any, elect to exercise any of the following remedies:

11.2.1 Allow this Agreement to continue in full force and effect and to enforce all of Airport's rights and remedies under it, including, without limitation, the right to assess fines and the right to collect MAG as it becomes due together with interest at the rate of one and 1.5% per month.

11.2.2 Continue this Agreement in full force and effect and enter the Premises and relet all or any portion of it to other parties for Concessionaire's account. Concessionaire must pay to Airport on demand all costs Airport incurs in entering the Premises and reletting it, including, without limitation, brokers' commissions, expenses for repairs and remodeling, attorneys' fees and all other actual costs. Reletting may be for a period shorter or longer than the remaining Term. During the term of any reletting, Concessionaire must pay to Airport the MAG due under this Agreement on the date due, less any net rents/fees Airport receives from any reletting.

11.2.3 Terminate Concessionaire's rights under this Agreement at any time and recover from Concessionaire all costs, expenses, losses and damages recoverable under this Agreement or applicable law as a result of Concessionaire's default and the termination.

11.2.4 Cure any default at Concessionaire's cost. If Airport at any time, by reason of Concessionaire's default, pays any sum to cure any default, the sum paid by Airport shall be immediately due from Concessionaire to Airport on demand, and shall bear interest at the rate of one and 1.5% per month from the date paid by Airport until the date Airport is fully reimbursed by Concessionaire.

11.2.5 Exercise any and all other rights or remedies available under this Agreement or at law or in equity.

11.3 Concessionaire Not in Default: If, after termination for default, it is determined for any reason that Concessionaire was not in default, the rights and obligations of the parties will be the same as if the Agreement had been terminated pursuant to the Section entitled "Termination for Convenience."

11.4 Security Interest:

11.4.1 In addition to the statutory landlord's lien, Concessionaire grants to Airport a valid security interest in all goods, wares, equipment, fixtures, furniture, improvements and other personal property, owned by Concessionaire, located now or in the future within the Premises, including the proceeds of such items, to secure payment of all MAG and other sums of money becoming due from Concessionaire under this Agreement, and to secure payment of any damages or losses that Airport may suffer by reason of the breach by Concessionaire of this Agreement. Concessionaire may not remove such goods, wares, equipment, fixtures, furniture, improvements and other personal property located now or in the future within the Premises from the Premises without the written consent of Airport until all arrearages in MAG, as well as any other sums of money then due to Airport under this Agreement, have been paid and discharged and all the covenants, agreements and conditions of this Agreement have been fully complied with and performed by Concessionaire.

11.4.2 Upon the occurrence of an event of default by Concessionaire, Airport may, in addition to any other remedies provided in this Agreement, enter upon the Premises and take possession of any goods, wares, equipment, fixtures, furniture, improvements and other personal property of Concessionaire situated on the Premises, without liability for trespass or conversion, and sell them at public or private sale, with or without having such property at the sale, after giving Concessionaire reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale County or its assigns may purchase the property unless otherwise prohibited by law. The requirement of reasonable notice to Concessionaire will be met if such notice is given in the manner prescribed in the Section entitled "Notices", at least five (5) days before the date of the sale.

11.4.3 The proceeds from any such sale, less any expenses of the Airport connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and other expenses), will be applied as a credit against the debts payable by Concessionaire, or as otherwise required by law; and Concessionaire will pay any deficiencies immediately.

11.4.4 Upon request by Airport, Concessionaire agrees to execute and deliver to Airport a financing statement in a form sufficient to perfect the security interest of the Airport in the property and the proceeds under the provisions of the Uniform Commercial Code in force in the State of Georgia. By accepting a grant of the security interest set forth in this provisions, the parties agree that the Airport is not waiving its rights under any statutory lien for the payment of MAG granted under this Agreement or applicable law.

12. TERMINATION FOR CONVENIENCE:

- 12.1** Either Party shall have the right to terminate the Contract without cause at any time during the Term by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective. Should the Airport terminate the Contract prior to its expiration, the Airport shall reimburse the Concessionaire for the reasonable and proper unamortized costs of the capital Improvements, made by or at the cost of the Concessionaire, and approved in writing by the Airport Director. Concessionaire must document the costs of any and all capital Improvements in a form and detail satisfactory to the Airport Director and submit same within thirty (30) calendar days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of the Improvements. The capital costs of the Improvements shall be amortized based upon a straight-line depreciation schedule over the initial Term of the Contract, with zero salvage value.
- 13. UNAUTHORIZED ACCESS:** Concessionaire is responsible for preventing unauthorized persons from gaining access to restricted areas of the Airport or any other part of the Airport through the Premises or any door under Concessionaire's control. If federal security regulations are violated as a result of trespass by unauthorized persons into restricted areas of the Airport or any other part of the Airport through the Premises or any door under Concessionaire's control, or if such door is left unsecured in violation of federal security regulations, and Airport is subjected to any liability, including, but not limited to, a fine(s) by the Transportation Security Administration, Concessionaire must reimburse Airport for the full amount of such fines promptly upon receipt of an invoice from Airport and pay for any liability assessed against Airport as a result of such unauthorized access.
- 14. SURRENDER OF PREMISES:**
- 14.1** Concessionaire must yield and deliver peaceably to Airport possession of the Premises and all Concessionaire improvements in good condition, reasonable wear and tear excepted, upon the expiration or earlier termination of this Agreement.
- 14.2** Concessionaire must remove Concessionaire's signs and trade fixtures from the Premises and must surrender the Premises in clean and presentable condition. Airport will retain Concessionaire's Performance and Payment Bond(s) or other securities required under Section 9 until such time as all conditions of this Agreement have been satisfied, all keys to the Premises are delivered to the Airport Director by Concessionaire, the Airport Director determines that the Premises are clean and in good repair and the applicable period for filing liens or other claims has passed. Concessionaire will be liable to Airport for Airport's costs for storing, removing and disposing of any alterations or Concessionaire's personal property, and of restoration of the Premises.
- 15. OWNERSHIP OF INFORMATION; CONFIDENTIALITY**
- 15.1** All reports, information, data or other documents given to, prepared by or assembled by Concessionaire arising out of the work performed under this Agreement are the exclusive property of Airport and will be kept confidential and may not be made available to any individual or organization by Concessionaire without the prior written approval of Airport, provided however that these provisions shall not apply to data that is in the public domain; was

previously known to Concessionaire; or was independently acquired by Concessionaire from third parties who are under no obligation to Airport to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of Concessionaire, nor shall they be interpreted in any way to restrict Concessionaire from complying with a legally enforceable court order to provide information or data; provided, however, Concessionaire shall immediately place Airport on notice of such court order to permit Airport the opportunity to determine whether a protective order shall be filed. This restriction includes, but is not limited to, press releases, presentations, promotional materials and other public disclosures.

16. HAZARDOUS MATERIALS:

16.1 Concessionaire shall not cause or permit any Hazardous Material to be brought, kept or used in or about the Premises or the Airport by Concessionaire, its agents, employees, contractors, or invitees. Without limiting the foregoing, if the presence of any Hazardous Material in the Airport caused or permitted by Concessionaire results in any contamination of the Airport, Concessionaire shall promptly take all actions at its sole expense as are necessary to return the Airport to the conditions existing prior to the introduction of such Hazardous Material to the Airport; provided that Airport's approval of such actions, and the contractors to be used by Concessionaire in connection therewith, shall first be obtained.

16.2 The term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated a "hazardous substance" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317, or (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or (iv) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

16.3 In addition to, and independent of any other right of entry provided herein, Airport and its employees, representatives and agents shall have access to the Premises during reasonable hours and upon reasonable notice to Concessionaire in order to conduct periodic environmental inspections and tests of Hazardous Material contamination in the Premises.

17. AIRPORT SECURITY REQUIREMENTS: Concessionaire shall comply, at its own expense, with the TSA and the Airport's security requirements for the Airport including, but not limited to employee training and badging. Concessionaire shall cooperate with the TSA and the Airport on all security matters and shall promptly comply with any project security arrangements established by the Airport. Compliance with such security requirements shall not relieve Concessionaire of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as

limiting in any manner Concessionaire'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 Premises and throughout the Airport. All employees shall be properly badged and comply with all Airport safety and security rules.

18. COUNTY POLICIES; FEDERAL DBE BUSINESS PARTICIPATION AND NON-DISCRIMINATION PROVISIONS:

18.1 County's Required Policies: Concessionaire acknowledges that Concessionaire has reviewed, is familiar with and agrees to comply with:

18.1.1 County's Business Non-Discrimination Policy

18.1.2 County's Ethics in Public Contracting Policy

18.1.3 County's Conflicts of Interest Policy

18.1.4 FAA's Non-Discrimination Policy

18.1.5 Federal Concessions DBE Policies

18.2 Non-discrimination Certificates: By the execution of this Agreement, Concessionaire certifies as follows:

The services covered by this Agreement will not discriminate in any way in connection with this Agreement against any employee or applicant for employment because of race, color, religion, sex, national origin or physical handicap, and Concessionaire will take affirmative action to insure that applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, national origin or physical handicap. Concessionaire shall state in all advertisements and solicitations that it is an equal employment opportunity employer.

18.3 USDOT Non-discrimination Ordinance: This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap in connection with the award or performance of any agreement covered by 49 CFR part 23, subpart F. Concessionaire agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements.

18.4 Public Use and Federal Grants:

18.4.1 To the best of Concessionaire's knowledge, the Premises are subject to the terms of those certain sponsor's assurances made to guarantee the public use of the Airport as incidental to grant agreements between the County and the United States of America, as amended. The

Airport and Concessionaire represent that none of the provisions of this Agreement violates any of the provisions of the Sponsor's Assurance Agreement.

18.4.2 It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

18.4.3 Concessionaire for itself, its subtenants, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under the Premises and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to the Code of Federal Regulations for the Department of Transportation at Title 49, Subtitle A, Office of the Secretary of Transportation, Part 21, titled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964", and as said regulations may be amended; and (4) in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement thereon, and hold the same as if this Agreement had never been made or issued. Provision (4) shall not be effective until the procedures of 49 CFR Subtitle A, Part 21 are followed and completed, including the exercise or expiration of appeal rights.

19.4 Georgia Security and Immigration Compliance Act: Concessionaire shall complete the required submittals and shall otherwise comply in all respects with the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90, et seq.

20. Delivery and Restocking.

20.1 Delivery and restocking hours must be coordinated with the Airport so as not to conflict with peak traffic times. Concessionaire shall develop logistics programs within the parameters of Airport regulations while maintaining sufficient inventory.

20.2 All products being delivered to the secured area shall be inspected and screened at the designated locations.

21. MISCELLANEOUS PROVISIONS:

21.1 Award and Execution of Agreement: The award and execution of this Agreement by County is authorized by Resolution No _____ adopted by County's Council on _____ and approved by County's Mayor on _____, attached to this Agreement as Exhibit C. This Agreement will not become binding on County and County will incur no liability under it until it has been duly executed by Concessionaire, returned to Airport with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by County Attorney as to form and delivered to Concessionaire.

21.2 Identity of Owner and Manager: The owner of record of the property of which the Premises is a part is the County. The person authorized to manage the property, which includes the Premises, is the Airport Director, appointed by the Augusta Aviation Commission.

21.3 Delegation of Authority: Any act(s), whether discretionary or ministerial, that the Airport Director is authorized or required to perform under this Agreement may be performed by such person(s) as the Airport Director shall designate in writing to perform such act(s).

21.4 No Contractual Relationship; No Partnership or Joint Venture: Concessionaire will perform under this Agreement as an independent entity and not as an agent or employee of Airport. No contractual relationship between Airport and any subtenant, subcontractor, or sub consultant is created by an approval of Airport for use under this Agreement. Airport and Concessionaire are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

21.5 Usufruct: The rights of Concessionaire hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of County.

21.6 Recording Prohibited: Neither County nor Concessionaire shall be entitled to record this Agreement, any memorandum or short form of this Agreement or any affidavit with respect to this Agreement.

21.7 Attorneys' Fees: If Airport should bring any action under this Agreement or consult or place this Agreement, or any amount payable to Concessionaire pursuant to this Agreement, with an attorney concerning or for enforcement of any of Airport's rights hereunder, then Concessionaire agrees in each and any such case to pay to Airport all costs, including, but not limited to, court costs and reasonable attorneys' fees, incurred by Airport in connection therewith.

21.8 Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall become invalid or unenforceable to any extent, such provision shall be struck and severed and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the greatest extent of the law. Each covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement and the breach of any such covenant or agreement by Airport shall not discharge or relieve Concessionaire from Concessionaire's obligation to perform each and every covenant and agreement of this Agreement to be performed by Concessionaire.

21.9 Gender: Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21.10 Time of the Essence: Time is of the essence with regard to each provision of this Agreement.

21.11 Evidence of Authority: If Concessionaire is other than a natural person, Concessionaire shall deliver to Airport such legal documentation as Airport may request to evidence the authority of those signing this Agreement to bind Concessionaire.

21.12 Drug-Free Workplace Policy: Concessionaire acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County's Premises.

21.13 Successors and Assigns: Each and all of the conditions and covenants of this Agreement shall extend to and bind and inure to the benefit of County and Concessionaire, and the legal representatives, successors and assigns of either or both of them.

21.14 Notices: All notices required to be given to Airport hereunder shall be in writing and given by postage prepaid registered or certified mail, return receipt requested, addressed to the Airport Director of the Airport, Office of the General Manager. No notices shall be effective if transmitted by telex, fax or other electronic delivery. All notices required to be given to hereunder shall be sent to the following addresses:

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

With a copy to:

City of Augusta
501 Greene St.
Ste. 302
Augusta, Georgia 30901
Attn: General Counsel
Fax: (706) 842-5556

Concessionaire:

Tailwind AGS LLC.
408 Landmark Drive
Wilmington, NC 28412

21.15 Interpretation: The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either County, Airport or Concessionaire. This Agreement shall be construed and performed according to the laws of the State of Georgia. In the event of a dispute with regard to interpretation of any provision of this Agreement, the parties agree to bring suit and be subject to the jurisdiction of the Richmond County Superior Court.

21.16 Section Headings: The section headings contained herein are for the convenience of Airport and Concessionaire and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

21.17 Reference to Clause or Section Entitled “___”: When reference in this Agreement is made to a specific clause with a specific title set forth in a section heading or section number, such reference will include all sections and subsections of such clause.

21.18 Integrated Agreement, Modification: This Agreement contains all the agreements of the parties and cannot be further amended or modified except by written agreement. If the parties hereto previously have entered into or do enter into any other lease, license, permit or agreement covering Premises or facilities at the Airport, this Agreement and the terms, conditions, provisions and covenants hereof shall apply only to the Premises herein particularly described, and this Agreement or any of the terms, conditions, provisions or covenants hereof shall not in any way or in any respect change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of any other said lease, permit, license or other agreement between said parties.

21.19 Force Majeure: Neither party shall be deemed to be in breach of this Agreement by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities, acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties (collectively “Force Majeure Event”). If either party claims the occurrence of a Force Majeure Event, such party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. Notwithstanding the existence of any Force Majeure Event, this Clause shall not apply to and Concessionaire shall not be relieved of its obligation to pay rent or other sums due hereunder, such obligation being absolute and unconditional.

21.20 Incorporation by Reference: All exhibits, appendices, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Additionally, the proposal submitted by Concessionaire in response to the RFP (the “Proposal”) is incorporated into this Agreement and made a part hereof for all intents and purposes. Concessionaire shall perform all of its obligations under this Agreement as provided herein and as described by Concessionaire in the Proposals. In the event of any inconsistency between this Agreement and such proposals, this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

CONCESSIONAIRE:

By: [Signature]
Name: Jeffrey Switzer
Title: CEO & President

Attest:

[Signature]
Corporate Secretary/Assistant
Secretary (Seal)

COUNTY:

Mayor Date

Attest:

Clerk (Seal)

Approved:

Chairman, Aviation Commission Date

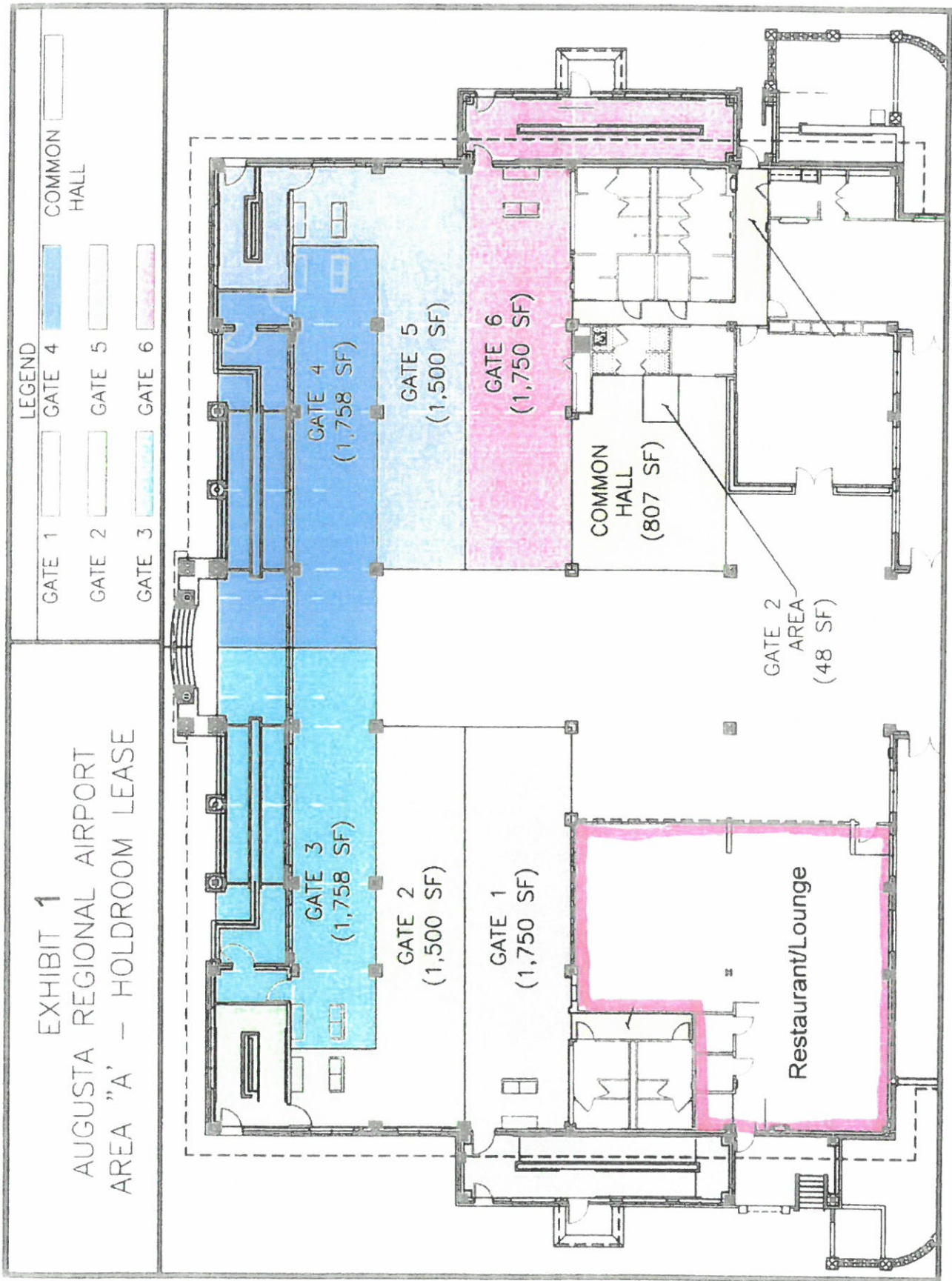
Approved As To Form:

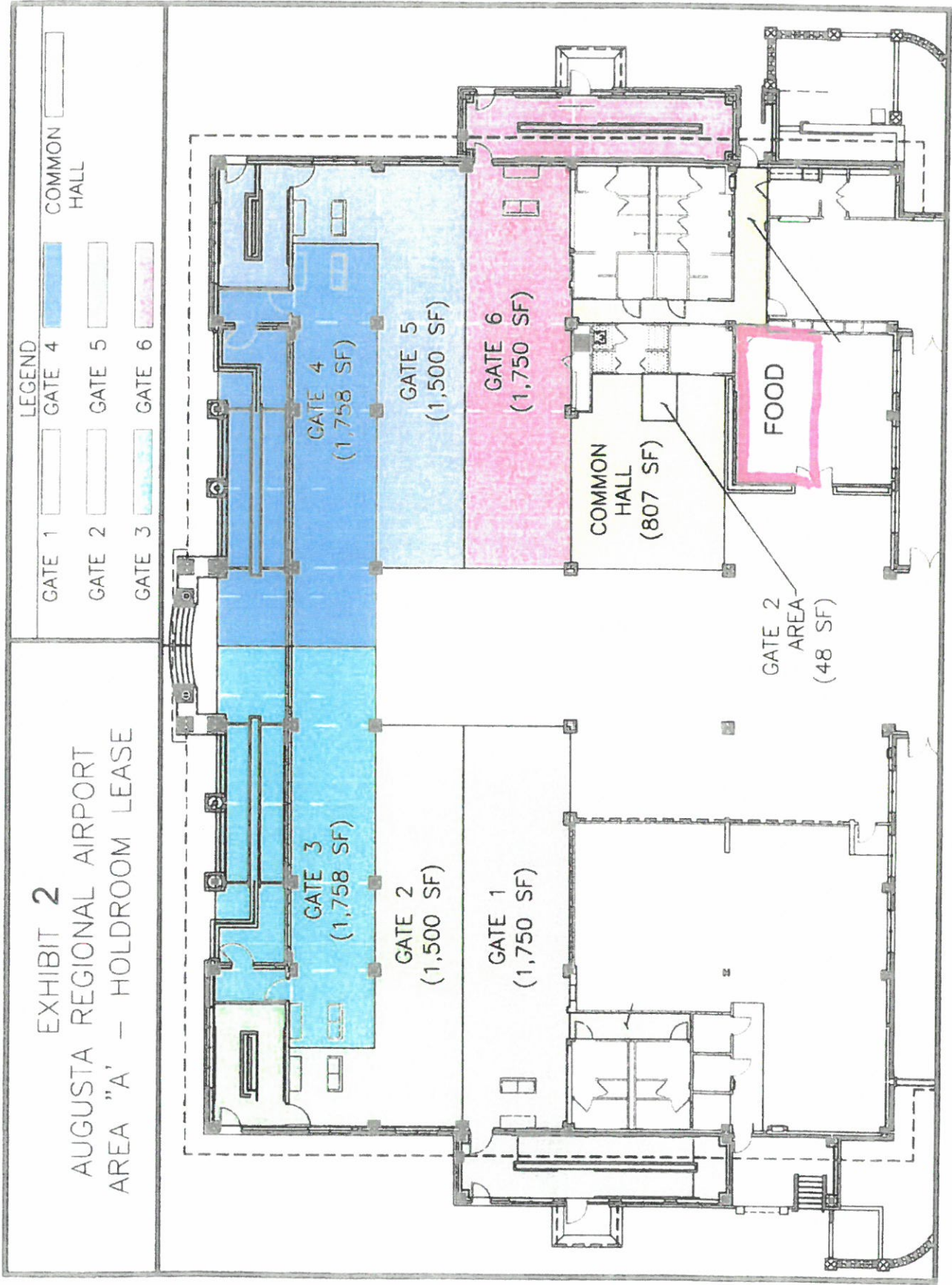
County Attorney Date

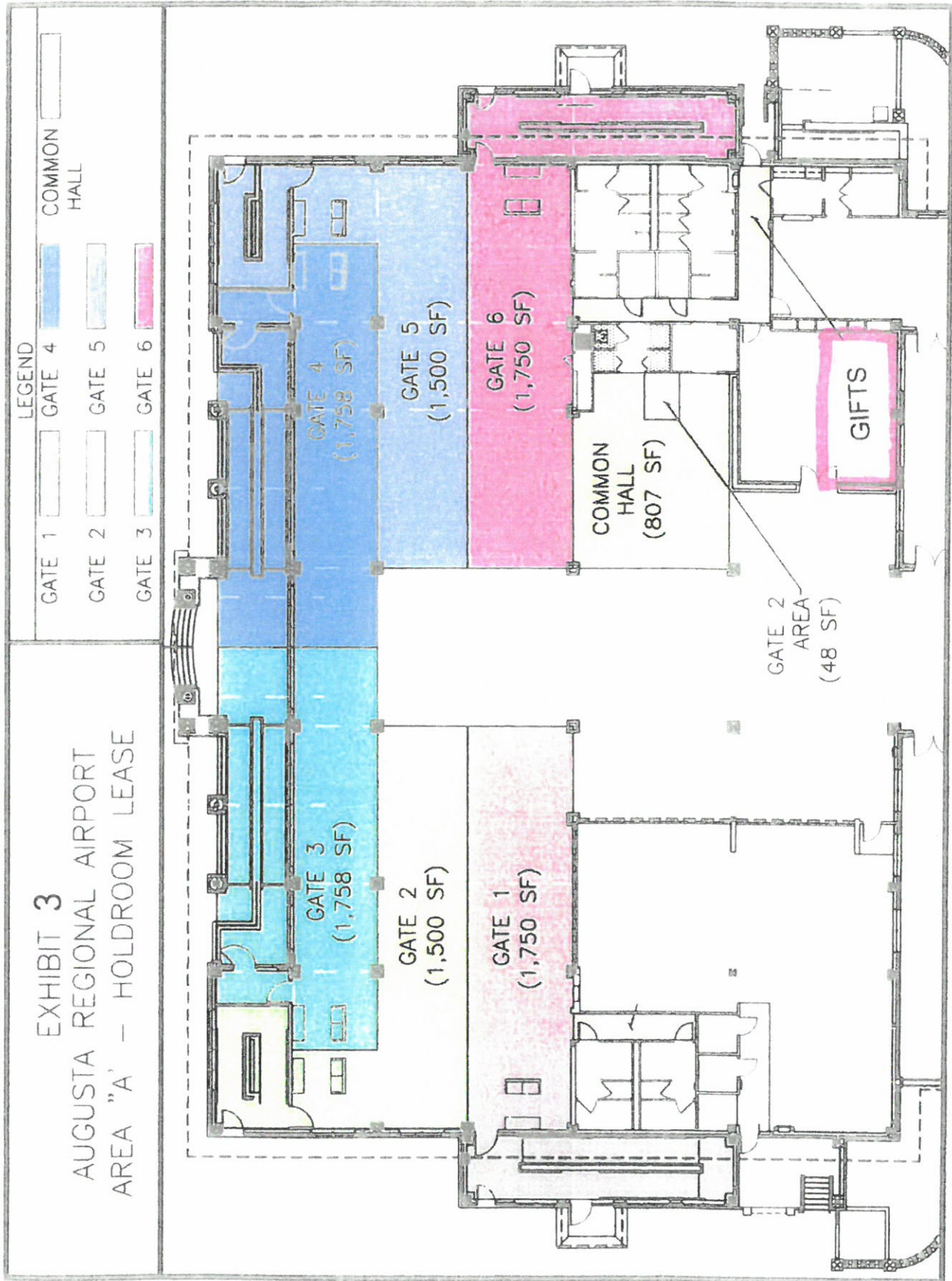
Exhibits

Exhibits A	Description/Map of Premises location
Exhibit B	Insurance Requirements
Exhibit C	County Board of Commission Resolution
Exhibit D	Maintenance and Repair Responsibilities

Exhibit A
Map of Premises







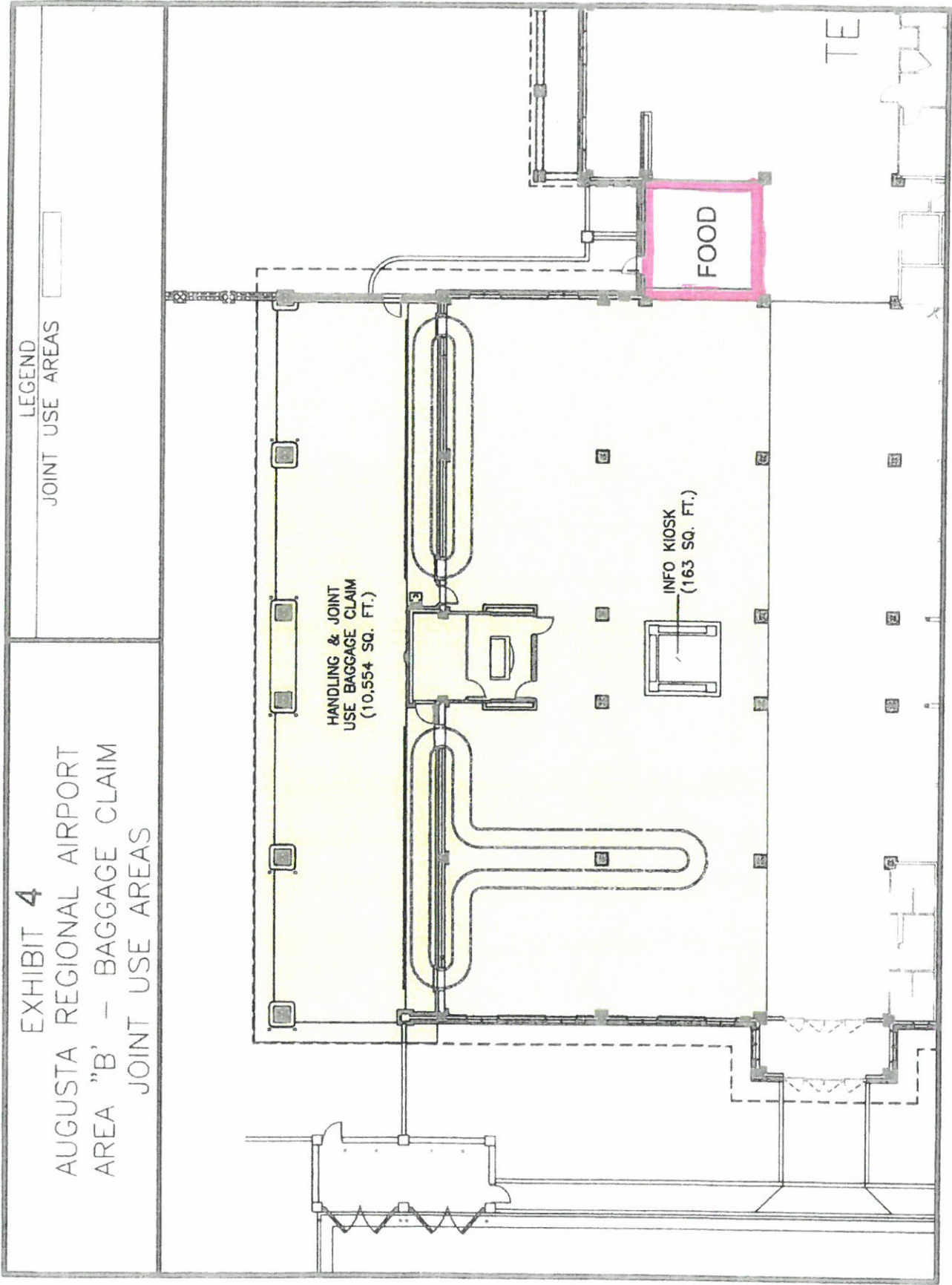


Exhibit B

Insurance

EXHIBIT B

Insurance Requirements

Vendors operating concessions on the Augusta Regional Airport property are required to procure and maintain, for the duration of their contract with the Airport, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Vendor's operators, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the responsibility of the Vendor.

1. The Vendor shall carry liability insurance with a reliable company licensed to do business in the State of Georgia.
2. The Vendor shall carry workers' compensation and employer's liability insurance (including applicable occupation disease provisions and all state endorsements) as required by the State of Georgia.
3. All Risk (except for those items specifically excluded) Coverage, and Flood (if required by the Airport) Insurance and such other coverages as the Airport may reasonably elect to require in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein. Business Interruption Insurance covering these risks in an amount equal to all Minimum Annual Rent and other sums payable under the Lease for a period of twelve (12) months commencing with the date of loss.
4. The Vendor shall maintain limits no less than the following:
 - a. GENERAL LIABILITY: \$5,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$5,000,000 general aggregate limit including products and completed operations coverage.
 - b. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage including hired and non-owned liability. This coverage requirement will increase to \$5,000,000 if any vehicles are driven on the Airport Operations Area (AOA).
 - c. WORKER'S COMPENSATION: Statutory limits as required by Georgia state law and employer's liability limits of \$1,000,000 per accident. Waiver of subrogation shall be in favor of the Airport.
 - d. MACHINERY (Mechanicals): covering all pressure vessels; boilers; heating, ventilating, and air conditioning equipment; or similar equipment, if any, in, on, adjoining, above, or beneath the Leased Premises which serve the Leased Premises, in a minimum amount of \$1,000,000; provided, however, Vendor shall not be required to maintain separate coverage if the risks contemplated herein are adequately covered by the Airport's insurance.
 - e. LIQUOR LEGAL LIABILITY: in such amounts as the Airport may from time to time require, but in no event initially less than \$5,000,000. Vendor must include the Airport as an additional insured under the Liquor Liability Insurance policy.
 - f. Umbrella Liability may be used to achieve the above limits. Umbrella must be a follow form and indicate that it would pick up the additional insured, waivers, Primary & Non-Contributory, with Notice of Cancells.

5. All Insurance described herein shall be maintained by the Vendor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse during the contract period without providing 10 days notice of cancellation or non-renewal to the Airport. Each insurance policy shall be endorsed to the Airport. Further, Vendor shall notify the Airport immediately upon receipt of any suspension, cancellation, non-renewal or reduction of coverage of any policy.

6. The Airport shall be named as an additional insured under the Vendor's general liability and automobile liability policies by attaching Insurance Services Office Commercial General Liability Endorsement CG2009 (Additional Insured-Owners, Lessees, or Vendors-Form A) or its equivalent. The Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated herein. The foregoing insurance shall be endorsed to state that it will be primary to the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta-Richmond County, the Aviation Commission, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.

7. The Vendor shall furnish the Airport with certificates of insurance with endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8. All certificates and endorsements are to be received and approved by the Airport before operations commence and Vendor shall deliver 5 days prior to the expiration of any policy and a certificate of insurance satisfactory to the Airport. The Airport reserves the right to require complete certified copies of all required policies, at any time.

9. Required certificates and endorsements should be submitted to:

Augusta Regional Airport

Attn: Contracts Administrator

1501 Aviation Way

Augusta, Georgia 30906

10. Before undertaking any alterations, additions, improvements, or construction, Vendor shall obtain at its expense a commercial general liability insurance policy insuring Vendor and the Airport against any liability which may arise on account of such proposed alterations, additions, improvements, or construction on an occurrence basis with the minimum limits set forth in Item #4 above.

11. If Vendor, engages in the preparation of food or packaged foods or engages in the use, sale, or storage of inflammable or combustible material, Vendor shall install chemical extinguishing devices (such as ansul) approved by the Fire Insurance Rating Organization and shall keep such devices under service as required by such organization.

12. Waiver of Subrogation: The Airport shall not be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that the Vendor will look solely to its insurer for reimbursement.

13. Fire Insurance Rate and Requirements: Vendor agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction and any similar body. If, at any time and from time to time, as a result of or in connection with any failure by Vendor to comply with the foregoing sentence or any act of omission or commission by Vendor, its employees, agents, contractors, or licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by the Airport), the hazard insurance rate(s) applicable to the Leased Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by the Airport, or an affiliate of the Airport and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Vendor agrees that it will pay the Airport, on demand, as additional rent, such portion of the premiums for all hazard insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Vendor installs any electrical equipment that overloads the lines in the Leased Premises or the building in which the Leased Premises are located, Vendor shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Airport and the Fire Insurance Rating Organization and any similar body and any governmental authority having jurisdiction thereof.

14. All of the aforesaid insurance shall be written by one or more A.M. Best's rated A-VII or better insurance companies.

EXHIBIT C

Resolution

Exhibit D

Maintenance and Repair Responsibilities

EXHIBIT D
MAINTENANCE AND OPERATING RESPONSIBILITIES
REGARDING CONCESSION FACILITIES

Task	Responsible Party
I. Building and Facility Maintenance	
A. Structural and Exterior Items – Including roof; foundation; exterior walls; exterior trim, window systems and frames; exterior doors and frames; and except as otherwise specified below, utility systems and mechanical equipment.	Airport
B. Leased Premises Interior maintenance and repairs other than structural:	
1. Fire extinguishers/hoses	Airport
2. Fire alarm and sprinkler system	Airport
3. Flooring	Lessee
4. Carpeting	Lessee
5. Ceiling	Lessee
6. Interior walls	Lessee
7. Interior column surface	Lessee
8. Window glass breakage	Lessee
9. Doors, door jambs	Lessee
10. Overhead door/gate and operating systems	Lessee
11. Door handles	Lessee
12. Airport installed locks and keys	Airport
13. Lessee installed locks, keys and cipher locks	Lessee
14. Plumbing fixtures (sinks, toilets, drains, grease traps, pipes, and faucets)	Lessee
15. Window Treatments and Window Blinds	Lessee
16. Painting/wall covering	Lessee
17. Alterations & improvements (See note #1 below)	Lessee
C. Computerized Access Security System	Airport
D. Multiple User FIDS and MUFIDS	Airport
E. Terminal Intercom System – General Public Areas	Airport
F. Leased premises speakers and intercom system (if installed)	Lessee
G. Janitorial services within Leased Premises	Lessee
H. Refuse removal from leased premises to Airport bins	Lessee
I. Terminal wireless communications system	Airport

K. New or replacement concession signage	Lessee
L. Cabinetry, furniture, fixtures, food preparation and storage equipment, and other such equipment, trade fixtures and appliances used by Lessee and generally described in this Lease and Concession Agreement, whether owned by Authority or Lessee	Lessee
O. Pest control	Airport
P. Smoke removal neutralizing units if installed by Lessee	Lessee
Q. Semi-annual inspection of fire suppression system-restaurant	Airport
R. Installation, repair and recharging of fire suppression system	Airport
S. Inspection of automatic shut offs for gas and water	Lessee
II GAS	
A. Gas lines and automatic shut off inside the leased premises	Lessee
B. System expansion or modification for benefit of Lessee	Lessee
III ELECTRICAL	
A. Bulb and tube replacement	Airport
B. Outlet and receptacles	Lessee
C. Consumption – in line meters	Airport
D. System maintenance – including fixtures, ballasts, wiring inside the leased premises	Airport
E. Fire exit signs/ fixtures inside premises	Airport
F. System expansion or modification for benefit of Lessee	Lessee
IV WATER	
A. Supply to Leased Premises	Airport
B. System maintenance to the Leased Premises	Airport
C. Lines within Leased premises	Lessee
D. Modifications or expansion to benefit Lessee	Lessee
V SEWER	
A. Sanitary within leased premises	Lessee
B. Sanitary beyond leased premises	Airport
C. Storm drain	Airport
VI Telephone and Communications Service	
A. Phones	Lessee

B. Existing phone service lines from outside to mechanical room	Airport
C. New phone service lines from outside to mechanical room installed for benefit of Lessee	Lessee
D. Phone lines from mechanical room to leased premises	Lessee
E. Lessee's internal/corporate communications lines	Lessee
F. Cable and/or internet service	Lessee
G. Modifications or expansion to benefit Lessee	Lessee

VII Air Condition and/or Ventilation System

A. System Maintenance	Airport
B. System Operations	Airport
C. Cleaning of air vents and returns.	Lessee
D. Exhaust hoods and ventilation fans	Lessee
E. Modifications or expansion to benefit Lessee	Lessee

VIII Heating System

A. System Maintenance	Airport
B. System Operations	Airport
C. Modifications or expansion to benefit Lessee	Lessee

- Any alterations or improvements shall first be approved by Airport, who shall consider the ongoing maintenance costs, if any, when making its decision.
- Lessee shall be responsible for keeping all grease traps cleaned and plumbing free of debris, grease and other obstructions. In the event that Lessee shall fail to adequately provide such maintenance, and lines within and/or beyond Lessee's premises become clogged and/or water damage occurs, then Lessee shall be responsible for the full cost of necessary clean up and damage repair.
- M & O will be performed to the extent applicable to the HVAC equipment installed in the Lessee's premises.
- The above chart is intended to identify the maintenance tasks and responsibilities for systems as they currently exist. The costs to modify, replace, or expand systems and equipment for the benefit of Lessee shall be the responsibility of the Lessee and may include the costs of maintenance thereafter.

Exhibit E
**Tailwind AGS LLC Operational Plan
& Fee Proposal**

CONFIDENTIAL

RFP 22-279 Concessions for Merchandise/Gifts & Food/Beverages

REVENUE/FEE PROPOSAL

Provide desired method to be used to compute fees or minimum guarantee Proposer is willing to pay to Airport on a monthly basis. Please provide additional pages for detail on proposed revenue pricing.

Tailwind's method for paying rent:

1) Food and Beverage Concessions:

The sum of food and non-alcoholic beverage sales is multiplied by 14%

- Plus, alcoholic beverage sales multiplied by 20%
- Plus, vending sales multiplied by 25%

2) Merchandise/Gifts Concessions:

- Plus, retail sales multiplied by 15%

Averages to 14.62% on the proforma

First year MAG will be \$180,000 with an annual true-up.

MAG will be adjusted following the end of each lease year to 85% of the previous year.

SUBMITTED BY:

NAME: --Jeffrey Switzer-----

COMPANY: _Tailwind Hospitality, Inc.- -----

ADDRESS: __408 Landmark Drive-----

CITY/STATE: _Wilmington, NC 28412-----

TELEPHONE NO.:_910-343-9881 FAX NO.: 910-401-1174

EMAIL: switzer@tailwindconcessions.com ---

SUBMIT THIS PAGE IN A SEPARATE SEALED ENVELOPE LABELED
RFP 22-279 CONCESSIONS FOR MERCHANDISE/GIFTS & FOOD BEVERAGE

SECTION IV – CONCEPT AND OPERATIONAL PLANS

1) The services Tailwind intends to offer for all the concession spaces

Tailwind will provide food, beverage, and retail concessions in post-security. In the pre-security concession spaces, food and gifts are proposed. Specifically, the concepts are outlined as follows:

AGS Green Jacket Grill and Patio Bar: Space #1 Post Security

- Full Service Hooded Restaurant and Bar.
- Full Copilot Coffee Gourmet Coffee Bar
- Full Grab and Go Selections
- Full Liquor Beer and Wine Bar
- Patio Wine and Beer Bar Service with appetizers

Mulligans Marketplace: Spaces #2 and #3-Post Security

- Combination of a Gift Shop and Quick Serve Food and Coffee Café
- RMU's Retail Units, Coffee Cart, Pepsi Coolers.
- Take on Board Express:** Mulligan's quick serve cooler

The 20th Hole Bistro: Space #4, Pre-Security

- Small counter for coffee and grab and go
- Once hood is installed there will be hot and cold menu offerings (burgers, sandwiches, appetizers) and **Take on Board Express**
- RMU's along the wall for a small retail presence

Around the Clock Vending: Pre- and Post-Security locations

2) Description of the products to be sold

AGS Green Jacket Grill and Patio Bar

Our breakfast, lunch and dinner menu is designed to meet the preferences of the local and international travelers who may come through the airport. These include special foods, such as low calorie, gluten-free and vegetarian options.

We serve tasty, memorable meals using high-quality, fresh ingredients. We think this will be a popular gathering place. Attached is a sample menu of our concepts in the Appendix. To follow are several highlights from our menu.

Something light, something comforting and a turkey/bacon sandwich.



** Note: All pictures of food, snacks, beverages, and retail items throughout this proposal are from our own locations around the country.*

We offer a varied selection of **Take on Board** healthy snacks, as well as baked goods. These include special diet options, such as gluten-free and vegetarian options.



We offer a full variety of non-alcoholic and alcoholic beverages. Our unique and well-presented alcoholic beverages include regional and local craft draft beers, domestic and imported draft beers and wine. We think the Patio Bar will quickly become a favorite spot for travelers waiting for their flights.





CATERING

Tailwind has the capacity to offer extended catering menu services for meetings held at the airport and to fixed-base operators that serve private planes and corporate jets. If it will not interfere with serving the traveling public, we welcome opportunities to cater public and private events at the airport. We can also serve the catering needs of group meetings and other special occasions held by the airport. Please ask us to show you the menu.

2) Retail Products to be Sold

Below is a brief listing of our typical departments and some of the regular items we carry. Each location has retail items that are distinctively themed for the airport's location, geography, history and landmarks.

Clothing Examples: available in Men, Women and Children's sizes

- ☐ T-Shirts - \$10-\$29
- ☐ Hooded sweatshirts \$20-\$49
- ☐ Hat-and-Tee combo's custom created with site-specific themes

Travel Accessories \$13 and up

- ☐ Pillows
- ☐ Blankets

Local favorite gifts \$9-\$40

- ☐ Local honey
- ☐ Pride of Georgia products
- ☐ Packaged food gifts

Travel Accessories \$12 and up

- ☐ Pillows, Blankets
- ☐ Neck rests

Trending Electronics \$11 and up

- ☐ Headphones/ear buds
- ☐ Electronics chargers
- ☐ Travel outlet adaptors

Travel Essential \$2-and up

- ☐ Tylenol, toothpaste, band aids
- ☐ Makeup, hair accessories

Toys and Games \$6 and up

- ☐ Stuffed animals
- ☐ Movies
- ☐ Coloring books
- ☐ Games and puzzles
- ☐ Short stories

Local Landmark//History/Golf + other sports, as examples \$3-\$30

- ☐ Mugs
- ☐ Shot glasses
- ☐ Plates
- ☐ Other Capital Region favorites

Pre-priced reading material:

- ☐ Popular magazines (national top-sellers)
- ☐ Books (national top-sellers)
- ☐ Kid's books
- ☐ Maps

Local and national papers and the following

- ☐ Newspapers (Local, Regional, USA Today, The NYT and The Wall Street Journal)
- ☐ Greeting cards

No two gift shops are the same. Each Tailwind gift shop reaches out to meet the needs of the travelers at that specific location.

3) Food Service Concepts

The overall theme is a “**Sense of Place**” which we are branding with very American-style concepts for all the spaces offered at the Augusta Regional Airport as follows.

In post security we propose the name **AGS Green Jacket Grill and Patio Bar** with a full-service restaurant bar and seasonal outdoor **patio wine/beer bar**. This is the gathering place as the world comes to Augusta for the Master’s Golf tournament or the



secret quiet spot once they have all gone home. The All-American menu will offer breakfast, lunch and dinner menus which include appetizers, soups, salads, sandwiches, wraps, panini's, cheesesteaks, turkey avocado and bacon wrap. You will find such American

favorites as a classic cheeseburger, chicken wraps, and hot sandwiches. This restaurant will have a children’s menu and special dietary food offerings for gluten free, vegetarian and low-calorie foods for travelers. You do not have to be a golfer to enjoy any of our delicious meals selections. A sample menu is in the Appendix.

The Patio Bar will have a walk-up bar with as much full service as possible. Seating and other factors may influence how much food is served on the patio. We are suggesting we start with appetizers and see how that works.

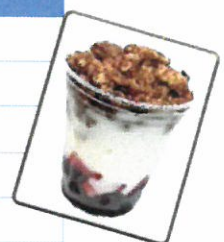
Space #2 and Space #3 are combined to form **Mulligan’s Marketplace** in post security. As a marketplace there will be retail shopping and quick serve foods offered in our easy-to-see coolers. Choices go from nuts to sandwiches and there will be packaged healthy snacks, candies and chips. Below is a sample of our cooler selections which we named **Take**



On Board

Sample Take on Board (Grab-N-Go) Foods and Beverages

Muffins, Pastries	Yogurt	Cold Wraps
Bagels	Fruit Cups	Cold Sandwiches
Cereal	Health Bars/Nuts	Hard Boiled Eggs
Snacks	Salads	Fruit Parfaits
Fresh Fruit Smoothie	Juices	Sides
Soft Drinks	Espresso Bar	Bottled Water



We envision introducing a TurboChef breakfast, lunch and dinner menu plus an espresso coffee shop. The marketplace will also have the most popular retail items

per the data from SpotOn POS system gathered from around the country.

Space #4, **The 20th Hole Bistro** is a delightful pre-security quick service for breakfast and lunch meals. If the 19th hole is at the golf clubhouse, then why not stop at the 20th hole at the airport on your way home? There will be counter service offering hot and cold meals once the hood is installed, a bake shop and coffee cart. A sample menu is enclosed in the Appendix.



Our plans use RMUs to display some of the most popular retail items. Staffing this concession will be based on one shift but depending on the frequency of flight schedules.

Take on Board is a concept that reminds passengers that most regional flights do not offer food. The cooler and POS stand have snacks which can run the gamut from gum to gummies, to yogurts, sandwiches, and salads.



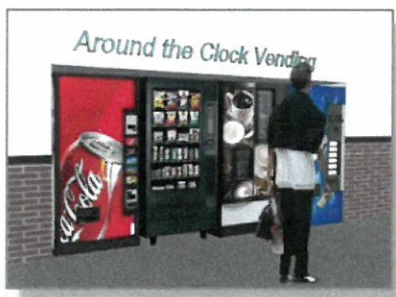
Snacks are among our most popular merchandise according to our data tracking software. That means travelers at Augusta Regional Airport will probably enjoy a wide variety of snack choices to either take on board or give as a gift.

A nice way to pass the flight time is with one of your favorite sandwiches with fresh fruit or other choices from our **Take on Board** cooler.



Copilot Coffee Bar will be offered at the pre- and post-security concessions. It our own branded logo travelers across the country have come to recognize. Besides hot and cold coffee and specialty coffee beverages, there will also be fresh fruit smoothies. It is a favorite at all our locations. At each location we want to “feel” to be of a café or bistro – casual, relaxing, enjoyable.

While selections may vary , we offer Round the Clock Vending for traveler convenience and perhaps the late-night airport personnel will find these useful.



Tailwind has a concept for vending services that will work well in several spaces identified in Addendum 1. We will provide vending machines that serve snacks, soft drinks, and water in vending areas. Because this is round-the-clock vending, we will keep it well stocked with a variety of beverages for late night and after hour patrons.

4) Daily Service and Product Shifts

Our concessions are open seven days per week, 365 days a year. We work closely with the airport to establish regular hours at our concessions. Generally, our business day and staffing start about an hour before the first scheduled flight.

At most locations we serve breakfast at 11 o'clock then we switch to the lunch and dinner menus. If practical, we will allow after hour breakfast orders. We will begin as soon as permissible by law. We anticipate that we will have a steady retail offering throughout the year. At the pre-security concession we are planning on serving breakfast and lunch then closing the concession at the end of one shift.



5) Pricing

Our goal is to offer value to the traveling public, so we base our pricing on a proprietary formula that includes the vendor's costs and an appropriate industry mark-up. As a check, we use 'street' pricing to be sure our prices are in-line with what people would expect to pay at similar stores and restaurants where tourists/travelers congregate in the community area the airport serves.

6) Describe how Proposer will provide service to customers in a quick and efficient manner.

We meet customer needs and provide quality services by cross training our staff for pre- and post-security concessions. There are always differences in the way food is ordered, picked up, prepared for serving and cleaned up. The same is true for bar and retail services. During busy periods, we move staff to meet the peak demands. The already established AGS layout offers nearby kitchen and prep facilities in post-security. Once the hood system is installed in the pre-security area, travelers will have a wide variety of hot and cold food readily available.

7) Describe marketing and customer service plans

At Tailwind, we know we can never become complacent about our marketing promotions. Two of our most effective ways to monitor customer satisfaction with our concepts, brands, menus and product lines are (1) continual analysis of our menu product mixes and (2) tracking of our revenue per enplaned passenger. On a monthly basis, our food and beverage team pull local product mix reports to help us better understand what items are selling and what items are not enticing to the customer and need to be removed from the menu. They also use product mixes from other locations to pinpoint popular items that can be added to menus.



Our SpotOn POS software tells us in real time what is selling at each terminal at each location. We constantly monitor our data nationally and regionally to see what's selling and what's not. We adapt menus and change merchandise accordingly.

When awarded a new contract, we stock and plan our marketing according to what we know is happening in the state, regional and national locations. Then, we monitor actual sales at the new locations and react appropriately. This same data system provides us with the required transactional reports and service/rent fees.

But that's not all, of course. When have sales in our retail departments, signage to announce food and beverage specials and video menu boards to promote specials and sales. During the year Tailwind features a "Welcome to Augusta" program which offers all arriving passengers and their greeting party a 10% discount at our restaurants when they present a boarding pass from their departure airport on the day of arrival. All employees of the airport, including Tailwind staff, receive a 20% discount on food and retail merchandise.

We also promote programs during the year that support our marketing efforts. For example, we have participated in the Breast Cancer Awareness Campaign with pink drink specials with all proceeds going to the Susan G. Komen Foundation.



Tailwind offers our Treat Our Troops program that allows customers to give back to our troops by purchasing a gift card. Once the gift card is purchased, our cashier gives the next uniformed soldier in line the anonymous gift.

We need to inform new travelers about what is waiting for them in our restaurants. At the same time, we need to reach out to the frequent travelers to tell them what is new. Here is how we do it.

Something as simple as the smell of freshly brewed coffee drifting through the air at 4 o'clock in the afternoon may increase coffee sales and also sales of the snacks that go with it. We will fill the air at different times during the day with wonderful reminders that there are good food choices nearby.

Perhaps our most effective marketing tools are to provide high-quality, first-rate products and services support by the philosophy, "The customer always comes first. What else is there?" It's working. All our locations are profitable and growing!

Area-Specific Proposed themes

In developing a marketing plan for our concepts we started with a **"Sense of Place"**

theme by branding the concessions with area-specific references. We then work with the airport to finalize names and signage, so we brand with a blend of community while maintaining an airport identity.

We also have what we call our continuous marketing program. We divided the key everyday elements into five categories of important information:

1. Concession Signage: First Thing People See
2. Restaurant Design: Says, "Come on in!"
3. Digital Menu Boards: Seeing Is Lip-Smacking
4. The food: "See you again!"
5. The Servers: The Face of Tailwind and AGS

Our design concepts are focused on warm colors, open entryways, comfortable seating and appealing décor featuring location merchandise. It is all about a "**Sense of Place**". This proposal requires brevity. We welcome the opportunity to discuss this with you.

8) Improvements and Capital Investments

Mulligans marketplace is a combination of two concepts: food and retail. We are



adding a coffee shop concept to the area and making it flow together as one concession marketplace. This rendering shows our ideas

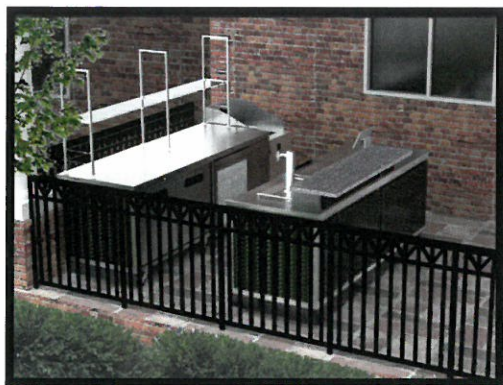
for lining the wall with retail items and using tiered display tables around the center of the floor. At the back of the store will be quick serve food and drinks. Along the right wall drink cooler and our **Take on Board** display cooler. We want this to be a "easy to enter" concession where travelers feel free to roam around, look, smell, touch, buy.



Also post security is the AGS Green Jacket Grill and Patio Bar. At the start we will clean it up to our standard business practices. We will add video menu boards and other necessary equipment for our menus. We need to assess what is there. We will make improvements as necessary to covert the operations to "us."

The Patio Bar has so much potential for nice weather. We can think travelers will welcome the opportunity to enjoy fresh air and a lively drink as opposed to sitting inside while waiting to board their flight. We have two possible layouts to discuss for the portable walk-up bar we are proposing. One is long and narrow following the

corridor of the patio. The second layout (shown here) is at the end of the corridor and, while shorter in length, space allows for a nice display behind the bar. Both



bars have a self-contained sink with portable water tanks. We would like to talk to you about the different possibilities here.

There are opportunities for bistro tables and seating. We have even talked about a ceiling swing if that would be safe. What about rocking chairs? So much to discuss.

Pre-security concession space will be such a nice feature for who want hot or cold breakfast or lunch meals. Once the hood is installed and we clean up

the façade, we will evaluate with the airport what equipment is needed to finish it properly. We are excited about this space. It has so much potential to become a highly successful concession.

Capital Investment	
Improvements	Cost
Post-Security Equipment	\$25,000
RMU's, Floor Units, Counters, etc.	80,000
POS	10,000
Paint and Minor Refurb	15,000
Signage	5,000
Outside Bar	25,000
Video Menus Boards	5,000
For Refurb Main Kitchen	20,000
Pre-security Equipment	10,000
Seating	10,000
Overage	20,000
Total:	\$225,000

9) Timing

9) *Date preparations can be completed, and business opened.*

The Augusta Regional Airport (AGS) has historically had only one food and beverage venue within the post security or boarding area. However, due to customer feedback and growth, this request for proposal (RFP) will include the establishment of a secondary post security food and beverage option and a food and beverage option for the pre-security area (general public access).

We know how to minimize any disruption to services and airport operations during transitions and startup. We move our operations in at mid-night to maintain continuity of services to passengers and airport personnel by early morning. We schedule renovations, buildouts, and construction activities in a manner that will least affect airport travelers. We coordinate all deliveries services per the airport preference and TSA rules.

For example, at the **Tallahassee International Airport (TLH)**, several construction activities were underway when Tailwind first began operations at the airport in 2015, yet we plunged right in and provided full retail services in pre-security, with limited food, beverage, and retail in post-security until we could fill out the new spaces and offer full-service concessions.

LOCAL APPROACH

From the time the contract is awarded, Tailwind becomes a local business and part of the fabric of the community. Operations begin by opening a bank account, obtaining licenses and permits, hiring local staff and setting up payroll. Next, we seek out local vendors for fresh food and favorite drinks to offer at the bars.

We will approach local beer crafters and microbreweries to arrange ways we can sell their products on tap or in a cooler. We will look for local and/or favorite wines to sell. We often looked baked goods to offer in our Take on Board Express. In our gift shop will offer travelers a taste of Georgia to take home or give as a gift.





**RFP Opening - RFP Item #22-279 Concessions for
Merchandise/Gifts & Food/Beverage
for Augusta, GA – Augusta Regional Airport
RFP Date: Monday, October 17, 2022 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 64
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 16
Georgia Procurement Registry: 724
Total packages submitted: 6
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Addendum 1	Original	7 Copies	Fee Proposal
Metz Culinary Management 2 Woodland Drive Dallas, PA 18612	Yes	471804	Yes	Yes	Yes	Yes	Yes
Oakwells 289 S. Culver Street Lawrenceville, GA 30045-4805	Yes	1432535	Yes	Yes	Yes	Yes	Yes
Scotts Place, LLC 28 E. Main Street Gibson, GA 30810	Yes	1857436	Yes	Yes	Yes	Yes	Yes
Tailwind Hospitality, Inc. 408 Landmark Drive Wilmington, NC 28412	Yes	1890297	Yes	Yes	Yes	Yes	Yes
Ubora LLC 1128 Jones Street Augusta, GA 30901	Yes	2001027	Yes	Yes	Yes	Yes	Yes
Lil Mama's Sweets and Treats 1966 Broad Street Augusta, GA 30904	Late/ Non- Compliant						



RFP Item #RFP Item #22-279
Concessions for Merchandise/Gifts & Food/Beverage
for Augusta, GA – Augusta Regional Airport
Evaluation Date: Monday, November 21, 2022 @ 2:00 p.m. via ZOOM
Pt. 1 Merchandise/Gifts

Vendors			Metz Culinary Management 2 Woodland Drive Dallas, PA 18612	Oakwells 1035 S. Semoran Blvd, Bldg.2 Suite 1040 Winter Park, FL 32792	Scotts Place, LLC 28 E. Main Street Gibson, GA 30810	Tailwind Hospitality, Inc. 408 Landmark Drive Wilmington, NC 28412	Ubora LLC 1128 Jones Street Augusta, GA 30901	Lil Mama's Sweets and Treats 1966 Broad Street Augusta, GA 30904	Metz Culinary Management 2 Woodland Drive Dallas, PA 18612	Oakwells 289 S. Culver Street Lawrenceville, GA 30045-4805	Scotts Place, LLC 28 E. Main Street Gibson, GA 30810	Tailwind Hospitality, Inc. 408 Landmark Drive Wilmington, NC 28412	Ubora LLC 1128 Jones Street Augusta, GA 30901	Lil Mama's Sweets and Treats 1966 Broad Street Augusta, GA 30904
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	FAIL	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	3.5	4.0		4.0			70.0	80.0		80.0		
3. Organization & Approach	(0-5)	10	3.5	3.5		4.0			35.0	35.0		40.0		
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. success	(0-5)	25	3.5	4.5		5.0			87.5	112.5		125.0		
5. Financial Stability	(0-5)	5	3.3	3.8		4.5			16.3	18.8		22.5		
6. References	(0-5)	5	3.0	4.5		5.0			15.0	22.5		25.0		
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)														
Within Richmond County	5	10							0.0	0.0		0.0		
Within CSRA	5	6							0.0	0.0		0.0		
Within Georgia	5	4							0.0	0.0		0.0		
Within SE United States (includes AL, TN, NC, SC, FL)	5	2		5		5			0.0	10.0		10.0		
• All Others	5	1	5						5.0	0.0		0.0		
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			21.8	25.3		27.5			228.8	278.8		302.5		
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	10							0.0	0.0		0.0		
9. Q&A Response to Panel Questions	(0-5)	5							0.0	0.0		0.0		
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)									10. Cost/Fee Proposal Consideration					
Highest Revenue	5	10				5.0			0.0	0.0		50.0		
Second	5	6		5.0					0.0	30.0		0.0		
Third	5	4	5.0						20.0	0.0		0.0		
Forth	5	2							0.0	0.0		0.0		
Fifth	5	1							0.0	0.0		0.0		
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0		5.0			20.0	30.0		50.0		
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
Total Cumulative Score (Maximum point is 500)			26.8	30.3		32.5			248.8	308.8		352.5		

Internal Use Only

Evaluator: Cumulative Date: 11/21/22
Procurement Department Representative: Nancy Williams
Procurement Department Completion Date: 11/21/22



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

November 21, 2022

Ms. Geri Sams
Director of Procurement
Augusta Richmond County
530 Greene Street
Augusta, GA 30901

RE: Letter of Recommendation – Concessions for Merchandise/Gifts & Food/Beverage – Bid 22-279

Dear Ms. Sams:

Augusta Regional Airport recommends awarding proposal #22-279 Concessions for Merchandise/Gifts & Food/Beverage to Tailwind Hospitality, Inc. with a minimum annual guarantee in the first year of \$180,000. Airport Management would like to enter into negotiations to finalize services, offerings and Concessions Agreement prior to final award.

Respectfully,

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

Herbert Judon, Jr., AAE, IAP
Executive Director

PULLTACOTTHE PARADIES SHOPS
ATTN: DICK DICKSON
5950 FULTON INDUSTRIAL BLVD SW
ATLANTA, GA 30336
RETURNED MAIL

HMSHOST CORPORATION
6905 ROCKLEDGE DRIVE
BETHESDA, MD 20817
ATTN: STEVE JOHNSON

TAILWIND MC LLC
408 LANDMARK DRIVE
WILMINGTON, NC 28412

DJRS WATER ICE
DEON JONES
264 DEERFIELD LANE
AUGUSTA, GA 30907

FIREHOUSE SUBS
1237 KNOX AVE
NORTH AUGUSTA, SC 29841
RETURNED MAIL

CAFE 209
566 BROAD STREET
AUGUSTA, GA 30901
RETURNED MAIL

THE HUDSON GROUP
STEVE JOHNSON
ONE MEADOWLANDS PLAZA
EAST RUTHERFORD, NJ 07073

PARTRIDGE INN
2110 WALTON WAY
AUGUSTA, GA 30904
ATTN: DAVID JONES

DIANE JOHNSTON
AUGUSTA REGIONAL AIRPORT

RFP ITEM #22-279
CONCESSION FOR MERCHANDISE/GIFTS &
FOOD/BEVERAGE - FOR AUGUSTA, GA
AUGUSTA REGIONAL AIRPORT
RFP DUE: TUES., 10/04/2022 @ 3:00 P.M.

BUONA CAFFE
ATTN: JOHN CURRY
1 11TH STREET
AUGUSTA, GA 30901
RETURNED MAIL

MCALISTER'S DELI
3602 EXCHANGE LANE
AUGUSTA, GA 30909
RETURNED MAIL

FAT MAN'S
ATTN: BRAD USURY
1450 GREENE STREET
AUGUSTA, GA 30901

CSRA BUSINESS LEAGUE
821 12TH SREET
AUGUSTA, GA 30901
RETURNED MAIL

WHIPPED CREAMERY
514 OXBOW DRIVE
GROVETOWN, GA 30813
RETURNED MAIL

MSE BRANDED FOODS, LLC
225A FORREST AVE
GAINESVILLE, GA 30501
RETURNED MAIL

HMSHOST CORPORATION
6905 ROCKLEDGE DRIVE
BETHESDA, MD 20817
ATTN: PATRICK BANDUCCI

STICKY FINGERS AUGUSTA
277 ROBERT C DANIEL PKWY.
AUGUSTA, GA 30909
RETURNED MAIL

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

RFP ITEM #22-279
CONCESSION FOR MERCHANDISE/GIFTS &
FOOD/BEVERAGE - FOR AUGUSTA, GA
AUGUSTA REGIONAL AIRPORT
MAILED: 08/24/5/22

THE HUDSON GROUP
MICHAEL MULLANEY
ONE MEADOWLANDS PLAZA
EAST RUTHERFORD, NJ 07073

CONCESSIONS INTERNATIONAL LLC
ATTN: SYLVIA ROSS
566 WELLS STREET SW
ATLANTA, GA 30312

NEW MOON CAFÉ
116 LAURENS STREET NW
AIKEN, SC 29801
RETURNED MAIL

CONCESSIONS BY COX OF GA, INC.
401 LARRY WALKER PKWY
PERRY, GA 31069

SOUTHBOUND SMOKEHOUSE
1009 CENTER STREET
NORTH AUGUSTA, SC 29841
RETURNED MAIL

THE PARADIES SHOPS
ATTN: GREGG PARADIES
5950 FULTON INDUSTRIAL BLVD SW
ATLANTA, GA 30336
RETURNED MAIL

GARY'S HAMBURGERS
410 GEORGIA AVENUE
NORTH AUGUSTA, SC 29841
ATTN: GARY GIBSON

EVENTS 20/20
4011 ENTERPRISE COURT
MARTINEZ, GA 30907
ATTN: MIKE SMITH
RETURNED MAIL

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

T'S FAMILY RESTAURANT
3416 MIKE PADGETT HWY
AUGUSTA, GA 30906
ATTN: GARRETT FULCHER
OUT OF BUSINESS

T-BONZ STEAKHOUSE OF AUGUSTA
2856 WASHINGTON ROAD
AUGUSTA, GA 30909
ATTN: BO HANDY
RETURNED MAIL

ROUX'S GOURMET CATERING
1244 JONES STREET
AUGUSTA, GA 30901
RETURNED MAIL

HUMANITREE HOUSE
305 8TH STREET
AUGUSTA, GA 30901
RETURNED MAIL

JANWICHES
1403 COLUMBIA NITROGEN DR.
AUGUSTA, GA 30901
RETURNED MAIL

COOL DELIGHTS, INC.
3328 WASHINGTON ROAD
AUGUSTA, GA 30907
RETURNED MAIL

CINDY'S CATERING & CAFÉ
4015 WASHINGTON ROAD
AUGUSTA, GA 30907
RETURNED MAIL

PULLMAN HALL
560 WALTON WAY
AUGUSTA, GA 30901
ATTN: KEVIN GOLDSMITH
RETURNED MAIL

SAINT BS DELIVERY AND CATERING
3342 DEANS BRIDGE RD.
AUGUSTA, GA 30906

SILVER PALM CATERING CO
2701 WASHINGTON RD
AUGUSTA, GA 30909
RETURNED MAIL

ZAXBY'S
612 RONALD REGAN DRIVE
EVANS, GA 30809
ATTN: GEORGE DUEHRING

BOLL WEEVIL CAFÉ
10 JAMES BROWN BLVD.
AUGUSTA, GA 30901
RETURNED MAIL

VARONA
1175 COLLEGE BLVD.
PENSICOLA, FL 32504
ATTN: ROBERT VARONA
RETURNED MAIL

JACKIE M'S CATERING
3308 MILLEDGEVILLE RD.
AUGUSTA, GA 30904

MANUEL'S BREAD CAFÉ
505 RAILROAD AVE.
NORTH AUGUSTA, SC 29841

MR. DAVE GREENFIELD
3408 WHEELER ROAD
AUGUSTA, GA 30909
RETURNED MAIL

MIKE SMITH CATERING COMPANY
4011 ENTERPRISE COURT
MARTINEZ, GA 30907
RETURNED MAIL

CAROLINA CONCESSIONS
1907 ALAN AVENUE
AIKEN, SC 29801

HONEY FROM THE ROCK
2621 WASHINGTON RD.
AUGUSTA, GA 30904

RIDERUP COFFEE
ATTN: TIMOTHY MATTOX
PO BOX 6844
AIKEN, SC 29804

TACO BELL
407 COLUMBIA ROAD
MARTINEZ, GA 30907
WAYNE BROWN
RETURNED MAIL

SCONYERS BAR-B-QUE
2250 SCONYERS WAY
AUGUSTA, GA 30906
RETURNED MAIL

SPECIAL OCCASIONS CATERING
1030 GREENE STREET
AUGUSTA, GA 30901
ATTN: DARLENE TILLMAN
RETURNED MAIL

FRUIT N JUICY
P. O. BOX 865
HARLEM, GA 30814
RETURNED MAIL

VERY VERA
3113 WASHINGTON ROAD
AUGUSTA, GA 30907
RETURNED MAIL

PRODUCTIVITY AIR
1125 BOB HARMON ROAD
SAVANNAH, GA 31408
ATTN: DR. BILLY HAIR

WASHINGTON HALL CATERING
COMPANY
2860 WASHINGTON ROAD
AUGUSTA, GA 30909
RETURNED MAIL

JIN XI QIU
624 CLOVER AVENUE
COMER, GA 30629

TASTEFULLY YOURS
2204 ELLIS STREET
AUGUSTA, GA 30904
RETURNED MAIL

FIRST CLASS CONCESSIONS, INC.
12396 WORLD TRADE DR., SUITE 201
SAN DIEGO, CA 92128

AIR VENTURES, LLC
ATTN: WILLIAM NEWLIN
PO BOX 238
LINTHICUM, MD 21090

LIL MAMAS SWEETS & TREATS
ATTN: KATRINA GOLDEN
3450 WRIGHTSBORO RD.
AUGUSTA, GA 30909
RETURNED MAIL

SCOTT'S PLACE LLC
ATTN RACHEL JONES
PO BOX 527
WRENS, GA 30833
RETURNED MAIL

SOULBEAN COFFEE HOUSE
ATTN: BRIANNA ROBERSON
106 E SIXTH STREET
WAYNESBORO, GA 30830

GERARD BRYANT
FLAVORS2010
2490 CORAL COURT
AUGUSTA GA 30904

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DRIVE
AUGUSTA, GA 30907
RETURNED MAIL

MEADOWS OF GROVETOWN
715 GATEWAY CENTER BLVD.
GROVETOWN, GA 30813

UNITED PROPERTIES
1287 B MARKS CHURCH RD
AUGUSTA, GA 30909
RETURNED MAIL

INC 2022-08-26	VETSCONTRACTING, VETSCONTRACTING		
VEXIOM CORPORATION 2022-08-26	dbarr@vexiom.com Barr, Donna	Y	AFA
VEXIOM CORPORATION 2022-08-26	telrod@vexiom.com Elrod, Tynettia		
VEXIOM CORPORATION 2022-08-26	tylerbarr@vexiom.com BARR, TYLER L		
VEXIOM CORPORATION 2022-08-26	tylerbarr@vexiom.com Barr, Tyler		
VIRTUE LLC 2022-08-26	cateringbyshanes@bellsouth.net SHANESCATERING, SHANESCATERING	N	NOM
VISION ONE CONTRACTING INC 2022-08-26	STEPHANIE@VISION1CONTRACTING.COM Elliott, Stephanie	Y	AFA
Vanwhervin LLC 2022-08-26	eleciquv@gmail.com Van Whervin, Elecia	N	NOM
WHITING-TURNER CONTRACTING CO 2022-08-26	crystal.carter@whiting-turner.com Carter, Crystal	N	NOM
WHITING-TURNER CONTRACTING CO 2022-08-26	keith.douglas@whiting-turner.com DOUGLAS, KEITH A		
WHITING-TURNER CONTRACTING CO 2022-08-26	michael.biggs@whiting-turner.com MBIGGS, MBIGGS		
Waveshore inc 2022-08-26	danilinares_90@hotmail.com Linares, Daniel	N	NOM
We Love Snackz 2022-08-26	mburdett1980@gmail.com Burdett, Myteka	N	NOM

ETHNIC GROUP COUNT

African American	41
Asian American	6
Native American	1
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	191
Not Classified	0
Total Number of Vendors	241
Total Number of Contacts	441

[PR_bid_email_list](#)

Planholders

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

Supplier (7)

Supplier 

Download Date

dftgyuhj	09/19/2022
Lil Mama's Sweets and Treats	08/26/2022
Oakwells	09/28/2022
Oakwells cr LLC	08/28/2022
Sterling Restaurant & Retail Group	09/21/2022
Transcendent Consulting Group	09/18/2022
UniFirst	09/11/2022

[Add Supplier](#)

Supplier Details

Supplier Name	dftgyuhj
Contact Name	Starr Douglas
Address	250 Piedmont Ave NE, Apt 1908 , Atlanta, GA 30308
Email	flstrd38@gmail.com
Phone Number	456-787-6578

[Remove](#)

Documents

Filename	Type	Action
22-279_RFP	Bid Document / Specifications	View History
22-279_ADD_1	Addendum	View History
22-279_DRAWINGS_1	Miscellaneous	View History

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Public Services Committee Meeting

Meeting Date: February 14, 2023

Not-To-Exceed Purchase Order in the amount of \$3,000,000.00 with JBT Aero Tech Corporation (JBT)

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	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.
Background:	<p>The Augusta Regional Airport is currently embarking upon a terminal rehabilitation (expansion) that will add approximately 1,800 square feet to the terminal boarding area and more importantly reconfigure gates 3 and 4 to allow acceptance of passenger boarding bridges. The Airport has a total of six (6) aircraft boarding gates. Of the six (6) gates, the Airport currently has two (2) operational passenger boarding bridges (purchased in 2019) installed at gates 1 and 5.</p> <p>When the current terminal building was built in 2011, gates 3 and 4 were designed for propeller-driven aircraft which could not use boarding bridges and required passengers to walk out of the terminal building and access the aircraft on the tarmac via towed stairs or extended aircraft stairs. That made sense at the time. However, these propeller-driven aircraft are now obsolete and no longer in the fleet of US legacy carriers.</p> <p>This design and subsequent construction of the current terminal rehabilitation (expansion) project is being fast tracked and expected to be completed by mid-year 2023. The passenger boarding bridges are an essential element of the project. However, they will be procured separately. There is a significant lead time associated with the procurement, manufacture, shipping, and installation of the passenger boarding bridges.</p> <p>Therefore, the purpose of this not-to-exceed purchase approval is to allow Airport staff to initiate the above-mentioned actions with the vendor, JBT Aero Tech Corporation, to align the timing of the manufacture, delivery and installation of the passenger boarding bridges with that of the construction.</p>
Analysis:	This request is contingent upon the approval of a sole source process by the Augusta Richmond County Procurement Department. The current bridges were built and purchased from JBT Aero Tech Corporation (JBT). Therefore,

it is the Airport’s desire for “standardization” with the purchase of the new bridges.

Financial Impact: The funds are available via the Airport enterprise fund balance.

Alternatives: To deny.

Recommendation: Recommend approval. Approved by Augusta Aviation Commission on May 26, 2022.

Funds are available in the following accounts: 551081302-5421110

REVIEWED AND APPROVED BY: N/A



DATE:
QUOTE
VALIDITY DATE

November 3, 2022
4259-D
April 15, 2023

Item 2.

"JBT Aerotech, acting through its, Jetway Systems Business Unit"
PROPRIETARY AND CONFIDENTIAL

QUOTATION

CITY OF AUGUSTA

JETWAY SYSTEMS®
1805 WEST 2550 SOUTH
OGDEN, UT 84401

AUGUSTA REGIONAL AIRPORT

DESCRIPTION	UNIT PRICE	QTY	TOTAL
PRICES REFLECT 2023 MANUFACTURING & DELIVERY			
PASSENGER BOARDING BRIDGE - BASE BID			
GATES 3, 4			
• A3 68/141 125R	\$752,881	2	\$1,505,762
GATE 4: EXTENDED CORRIDOR			
• EXTENDED CORRIDOR - 11'-0"	\$40,695	1	\$40,695
GROUND POWER UNITS			
• JETPOWER 3 90 KVA/28VDC COMBO	\$45,267	2	\$90,534
PRE-CONDITIONED AIR UNITS			
• SJ-90 (45T) PCA ROOF MOUNT W/HOSE REEL FIELD KIT	\$125,752	2	\$251,504
BAG CONVEYORS			
• KCI BAG CONVEYOR JWBL-24-C	\$45,098	2	\$90,196
INSTALLATION			
• TAKE DOWN & SCRAP GATE 2	\$43,185	1	\$43,185
• INSTALL GATE 3 EQUIPMENT	\$119,743	1	\$119,743
• INSTALL GATE 4 EQUIPMENT	\$119,743	1	\$119,743
TESTING / COMMISSIONING / TRAINING	\$8,830	2	\$17,660
FREIGHT: SHIPPING & HANDLING	\$102,036	1	\$102,036
	SUB-TOTAL		\$2,381,058
TAX @ 6% - MATERIAL & FREIGHT			EXEMPT
PAYMENT/PERFORMANCE BOND (If Required)			\$15,477
TOTAL			\$2,396,535



DATE :
QUOTE NO. :
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Item 2.

JOHN BEAN TECHNOLOGIES CORPORATION -CONDITIONS OF SALE

ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

The following terms and conditions shall apply to contracts entered into by John Bean Technologies Corporation ("Seller"), operating through its Jetway® Systems business unit.

The conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.

Seller's quote is based on commodity prices, material, and other costs ("Production Costs") as of the bid date, or if no bid date is applicable, as of the effective date of these terms and conditions. Seller reserves the right to revise any originally quoted prices on the production or transportation of the products covered by this Agreement, either during the time of manufacturing or at the time of shipment, that result from increases in Seller's Production Costs, including but not limited to increases in the cost of steel, changes in US trade policies, or as a result of any other material increases in Seller's costs, or those that are beyond Seller's control. With respect to such costs, Seller will use the applicable Producer Price Indices (PPI's) to determine the amount of any price increases and will disclosed such PPIs with Buyer when or before making any applicable pricing changes.

2. **PAYMENT TERMS:** Unless otherwise indicated in the Seller's Quotation, Product(s) sold under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then

Domestic Payments: will be by monthly progress payments based on an approved schedule of values.

International Payments: will be made by means of an irrevocable confirmed letter of credit in a form satisfactory to Seller and drawn on a U.S. bank of seller's choice unless another form of payment is approved by seller. All prices quoted and payments tendered will be made in U.S. dollars unless another currency is agreed to by the seller. All costs relating to such letter of credit, including any bank confirmation charges, are for the account of the Buyer. Spare Part sales shall be 100% payable upon shipment of goods by Seller.

- a. Terms are net 30 days subject to credit approval.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. Prices are FOB Origin (Ex-Works) unless noted otherwise on the quotation. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
 4. **TAXES/DUTIES:** State sales and/or use taxes, and duties or import/export fees are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid. Unless otherwise specified in Seller's quotation, duties fees, charges or assessment of any kind levied by any governmental authority of the destination country outside of the USA will be the responsibility of the Buyer



5. **DELIVERY:** The shipment of all Products shall be scheduled as mutually agreed. Partial deliveries shall be permitted. Delivery times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the manufacturing work. In the event

Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly, and Seller will notify Buyer of the next available delivery time for the Equipment which is compatible with Seller's factory production schedule.

6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its delivery and/or installation of any Product(s) purchased under this Contract, Seller shall be entitled to the following:

- a. A monthly storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s);
- b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
- c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
- d. Any extra costs to Seller that have already been allocated, that will be re-incurred (such but not limited to engineering, project management, and mobilization) during the completion of the Product(s);
- e. Payment in full for the Product(s) completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer
- f. Repricing of the Product(s) to account for inflation in the event that the delivery date of the Product(s) is delayed into a future calendar year.

7. **FORCE MAJEURE:** Seller shall not be in breach of this Contract if it does not perform, or is delayed in performing any of its obligations under this Contract for causes including but not limited to: acts of god, act (including failure to act) of any governmental authority, wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.

8. **RISK OF LOSS & TRANSFER OF TITLE:** Full risk of loss shall pass to the Buyer upon Delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.

9. **INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.

10. **PRODUCT ACCEPTANCE:** The Buyer reserves the right to inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected. If the Buyer does not inspect the Product within the ten (10) of notice from the Buyer, or takes Beneficial Use of the Product, then the Product will be deemed accepted and any subsequent defects will be processed as a warranty claim. (NOTE: "Beneficial Use" is defined as: When the Buyer begins using the Products for their intended purpose.)

11. **NEW PRODUCT WARRANTY**

- a. Seller warrants that Products manufactured by Seller shall be free from defects in material, workmanship, and title and shall be of the kind and quality specified or designated by Seller in this Contract for a period of one year from the date of final acceptance or Beneficial Use or 18 months from shipment of the product, whichever occurs first. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**



- b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages.
- d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for Integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.
- g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.

12. REFURBISHED PRODUCT WARRANTY: Seller warrants that any rehab work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. All other terms stated in Article 12 above shall apply.

13. PATENT INFRINGEMENT:

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.
- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

14. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES: Seller shall indemnify, defend, and hold harmless Buyer from third party claims against any loss, liability, claim, injury to persons, or property damage ("Loss") to the extent that such Loss was caused by the Seller its employees, agents, subcontractors, or affiliates.



15. **TERMINATION BY BUYER:** Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.
16. **STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Seller's quotation.
17. **LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.
18. **MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.
19. **DISPUTES AND GOVERNING LAW:** This contract is set forth in the English language.
- a. **For Domestic Buyers:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
- b. **For International Buyers:** This contract shall be governed under the laws of England. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interest, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's senior management within ninety (90) days after a party's initial notice of the dispute, the parties agree to resolve the dispute in accordance with the Rules of Arbitration of the International Chamber of Commerce and binding arbitration in London. This clause shall not preclude the parties from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy in relation to any dispute arising in connection with this contract.
20. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Except as provided below, neither party may assign this contract or delegate its performance thereunder by subcontract or other instrumentality, in whole or in part, without the prior written consent of the other party. However, the Seller may assign this contract to any subsidiary, affiliate, or successor in interest without the consent of the Buyer and will promptly notify the Buyer following any such assignment.
21. **CONFIDENTIALITY:** The parties acknowledge that during the execution of this Contract each party will provide confidential information to the other. Any confidential information will be expressly identified as such on its face or identified as such in writing no later than ten (10) working days after first disclosure. Both parties agree that such information is and will remain the property of the originator and will use the information only for the intended purpose and protect the confidential information from disclosure to other person, and entities. Confidential information shall not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; (d) is required by law to be disclosed; or (e) is independently developed by the receiving party who did not have access to the Confidential Information.
22. **LIMITATION OF LIABILITY:**
- a. Notwithstanding anything to the contrary elsewhere herein, in no event shall Seller's total aggregate liability under or in relation to this contract exceed the amount paid to Seller hereunder or USD \$1,000,000 whichever is lesser.



DATE :
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- b. Seller will not be liable in contract or in tort (negligence or strict liability), directly or otherwise for lost profits, loss of goodwill or opportunity, or for any indirect, special, incidental, or consequential damages, arising out of or related to this contract, including but not limited to, loss of use, business interruption or delay of production.
23. **SOFTWARE:** Seller hereby grants to Buyer a non-exclusive, non-transferable, and non-sublicensable license to use the PLC control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled, or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
24. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
25. **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

Offered By: 

Title: PRESIDENT - JETWAY SYSTEMS

Date: 11/1/2022

Accepted By:

Title: _____

Date: _____

Appendix to Quotation 4259-D

Augusta Regional Airport

Specifications for the Passenger Boarding Bridge, Ground Power and Preconditioned Air

Passenger Boarding Bridge

Beckhoff PLC with HMI

HMI / Override Switch, Keyed

Remote Column Disconnect

Low Rider Wheel Bogie

Solid Tires

10' Vertical Lift - Upper Drive Column

½" Roof Insulation - (A3 68/141)

Service Platform Light - LED

1500 CFM Rotunda Mtd. Ventilator

Aluminum A-Tunnel Handrail - Both Sides

Canopy Forward Drive - Interlock - (AD)

CE Floor - CE Bumper - w/737 Cutout

Aluminum Subflooring - Bubble

Console Operators Switch - Keyed

Service Door Lock set - Simplex® Unican 1000-1

Galvanized Curtains - Double Vision Panels in Cab

Joystick - 2 Quadrant

Service Door Kickplate Outside - SST

Roof Ladder - Galvanized

Lighting LED Package, All Lights

Emergency Lights w/ Battery Back-Up

Marine Plywood Subfloor, with first 4' of C-Tunnel Fiberglass Coated

Floor Covering, Norament Flooring - Arago 5176 3 x 6 Peace, tunnels and ramps

Rib Rubber - (Cab/Bubble Flooring)

Operator Stop Button - Mushroom

Par 38 Floodlight Assy - LED

Receptacles (Cab,Corr,LwrDr) - 20 Amp GFI

Rotunda Lighting - LED

Single Strap - Hurricane Tie Down

Slowdown Infrared Sensor

Service Stair and Landing w/ deckspan treads

Wallboard

Surveillance Camera (CCTV) - Rotunda Mounted

Saloon Style Cab Door, half glass

Ceiling Tiles - White

Cabling and Circuit Breakers for PCA/GPU across the PBB

Bridge Cool Plenum/Diffuser and controls

Safety Features - Wheel Protection, E-Stops, Beacons

KCI Baggage Conveyor

JetPower III - 90 KVA/28.5 VDC Combination Unit

Single Output 90 KVA

Single Output 28.5 VDC

External Data Communications RS-485

Bubble Mount Mounting Brackets

Bridge Interface Components

Tunnel Mounted - Hoist

Cab Mounted - Hoist

Dual Output Controller - wheel bogie mount

400 Hz Output Cable, 60' with Replaceable Head

28.5 VDC Output Cable 50' banded

JetAire SJ 90 (45 Ton)

Pre-Cool Outlet on PCA

Mounting Brackets - Roof

Pushbutton Controller

Hose Reel, left side mounting

Extension Hose Reel

Hose Kit, 60' with aircraft adapter

Hose Kits, 60' Extension Hose with aircraft adapter

Rigid Duct for Pre-Cool and Aircraft cooling

Condensate Hose through Dog Legs

Aircraft Temperature Probe



Print Form

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

Vendor: JBT AEROTECH CORP. E-Verify Number: 173839

Commodity: Aircraft Boarding Bridges

Estimated annual expenditure for the above commodity or service: \$ 2,396,535

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

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

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

Name: Paul B Strycharz Department: Facility Maint. Date: 2/6/2023

Department Head Signature: Neil L. Judson Jr. Date: 2/6/2023

Approval Authority: G. P. Sams Date: 2/6/2023

Administrator Approval: (required - not required) Date:

COMMENTS: Requires Commission Approval
SP



(706) 798-3236 • (706) 798-1551 fax • 1501 Aviation Way • Augusta, Georgia 30906 • www.AugustaRegionalAirport.com

MEMORANDUM

DATE: February 6, 2023

TO: Geri Sams, Procurement Director

FROM: Herbert L. Judon Jr., Airport Executive Director *NLJ*

RE: Sole Source Purchase – JBT Aero Tech Corporation (JBT) Passenger Boarding Bridges

The Airport is currently embarking upon a terminal rehabilitation (expansion) that will add approximately 1800 square feet to the boarding area and more importantly reconfigure gates 3 and 4 to allow acceptance of passenger boarding bridges. The Airport has a total of 6 aircraft boarding gates. Of the 6 gates, the Airport has two operational passenger boarding bridges (purchased in 2019) installed at gates 1 and 5.

When the current terminal building was built in 2008, gates 3 and 4 were designed for propeller-driven aircraft which could not use boarding bridges and required passengers to walk out of the building and access the aircraft on the tarmac via towed stairs or extended aircraft stairs. That made sense at the time. However, these propeller-driven aircraft are now obsolete and no longer in the fleet of the US airlines.

The design and subsequent construction of the current terminal rehabilitation (expansion) project is being fast tracked and expected to be completed in calendar year 2023. The passenger boarding bridges are an essential element of the project. However, they will be procured separately.

There is a significant lead time associated with the procurement, manufacture, shipping, and installation of the passenger boarding bridges. Therefore, the purpose of this not to exceed purchase approval is to allow Airport staff to initiate the abovementioned actions with the vendor, JBT Aerotech Corporation (JBT), to align the timing of the manufacture, delivery, and installation of the passenger boarding bridges with the subsequent construction.

This request is contingent upon the approval of a sole source process by the Augusta Richmond County Procurement Department. The current bridges were built and purchased from JBT Aero Tech Corporation (JBT). Therefore, it is the Airport's desire for standardization with the purchase of the new bridges. If you have additional questions or require further information or rationale regarding this request, please contact me at (706) 798-4040 or via email at hjudon@augustaga.gov.



Public Services Committee

February 14, 2023

Scoring Towers at Diamond Lakes

Department:	N/A
Presenter:	N/A
Caption:	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)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Takiyah A. Douse
Sent: Thursday, December 8, 2022 5:22 PM
To: Lena Bonner
Cc: Wayne Brown; Natascha Dailey; Ron Lampkin; Maurice D. McDowell; Charles Jackson
Subject: Diamond Lakes Timeline
Attachments: DL Towers Timeline with Support Exhibits.pdf

Ms. Bonner,

Please forward the below communication and attached document to the Commission.

Mayor Davis and Augusta Commissioners,

The attached Diamond Lakes timeline and supporting exhibits details repair/replacement activities completed at the youth and adult scoring towers. Please note, work is in progress. Ms. Bonner will provide you with hardcopies.

Should you have any questions regarding this communication, please feel free to contact me.

Thanks,

Takiyah A. Douse | Interim Administrator
Augusta – Richmond County
 535 Telfair Street Augusta, Ga 30901
 (p) 706-821-2400 | (f) 706-821-2819
TDouse@augustaga.gov | www.augustaga.gov

Augusta
 G E O R G I A

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AED:104 1



Office of the Administrator

Takiyah A. Douse
Interim Administrator

MEMORANDUM

Date: December 8, 2022

To: Commissioner Brandon Garrett
Commissioner Alvin Mason

Cc: Mayor Hardie Davis Jr.
Mayor Pro Tem Bobby Williams
Commissioner Jordan Johnson
Commissioner Dennis Williams
Commissioner Catherine Smith McKnight
Commissioner Ben Hasan
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner John Clarke

From: Takiyah A. Douse, Interim Administrator

Subject: Diamond Lakes Scoring Towers Timeline

In response to your request for information concerning the repair/replacement timeline for activities initiated and completed at the Diamond Lakes Regional Park scoring towers (youth and adult) I have compiled the below data, with supporting exhibits attached.

Please note, the information contained is not comprehensive, yet detailed, to provide you with a key picture of the events as they occurred.

November, 2012 Exhibit #1

Parks and Recreation (P&R) advertised bid #12-222. Scope of work included replacing ceramic tile flooring with liquid applied waterproof flooring compound. Bids received were over budget, thus no work was completed to rectify the problem.

June, 2018 Exhibit #2

Initial email notice of drainage issue was communicated from Gary Hegner, Parks and Recreation (P&R) Deputy Director, to Takiyah Douse, Central Services Department Director (CSD), reporting water leaks in several areas throughout the adult tower. A CSD in-house assessment was conducted and remediation efforts were attempted.

October, 2018

Site visits and staff communications proved efforts made were not successful.

November, 2018 – April, 2019 Exhibit #3



Office of the Administrator

Takiyah A. Douse
Interim Administrator

Bid Item 19-147 Advertised

- 12/21/2018 Mandatory Pre-Bid
- 01/10/2019 Bid open date
- 04/22/2019 Awarded to Contract Management Inc. (CMI) at \$518,800.00 (PO #19CSS725 final total, \$528,402.50)

Scope of work included replacing ceramic tile flooring with a liquid applied waterproof flooring compound and drainage system repairs. Final scope was revised to remove drainage system repairs – see February, 2019.

February, 2019 Exhibit #4

As an emergency, Universal Plumbing (PO #369032) was engaged to provide and install labor and materials to replace all roof drain floor sinks on 2nd floor of both buildings, replace surrounding concrete to grade and jetting drainage system to assure proper operation for \$54,392.00.

March, 2019 Exhibit #5

Cranston Engineering, original engineering firm of record, was engaged for consultative professional services (\$2,280) associated with the drainage and flooring issues at the Diamond Lakes scoring towers to include site visits, drainage improvement recommendations, flooring surface improvement reviews and recommendations, and coordination with construction and owners' teams.

June, 2019

Flooring work associated with bid #19-147 substantially completed by CMI.

July, 2019 Exhibit #6

CSD staff was tasked with SR #151280 and completed repairing any damage in the restrooms resulting from the leaks (to include drywall, ceiling tiles, etc).

March, 2020

COVID-19 shut down

June, 2020

Notice of additional debris found in plumbing

September, 2020 Exhibit #7

Universal Plumbing was procured to complete a video inspection of Diamond Lakes Towers 1 & 2 as a result of above June 2020 notification (P3995350) for the amount of \$1,120.00



Office of the Administrator

Takiyah A. Douse
Interim Administrator

March, 2021 Exhibit #8

- Site Visit with Scott Williams, Cranston Engineering – Senior Principle Engineer, and Michael Myles, CSD Facilities Maintenance Manager, determined the drain pipes leading from the deck to the storm sewer system were still clogged and have not been properly cleaned.
- Contacted Universal Plumbing, multiple times (March – June), to get a copy of the video inspection report associated with P3995350 from September 2020. Documentation never received.

May, 2021 Exhibit #9

- CMI was contracted to complete the drain cleaning needed (\$17,812) See details with Exhibit #9
- Original drainage issue deemed rectified

July, 2021 Exhibit #10

Dura Clean (PO #416700 \$14,175) was engaged for mold remediation in the 'red/adult scoring tower' and atomized anti-microbial fogging in the 'green/youth scoring tower'. Associated work completed.

August, 2021 Exhibit #11

Received email from Lida Gregg, P&R, communicating additional issues (holes drilled by Universal Plumbing and Umpire room HVAC leaks). In-house team went to assess.

March, 2022 Exhibit #12

Service request #271845 entered by Bobby Martin noting a leak from the ceiling in the electrical room.

May, 2022 Exhibit #13

Commission approved funding to contract with Horizon Construction for \$449,979 to complete attached scope of work associated with drainage.

Exhibit 1




Recreation, Parks and Facilities Department

Richard M. Acree, Jr.
Facilities Manager
Parks & Facilities

MEMORANDUM

TO: Ms. Geri Sams, Procurement Director

FROM:  Mr. Richard M. Acree, Jr.,
Facilities Manager

DATE: January 17, 2013

SUBJECT: Bid Item 12-222 Diamond lakes Scoring Towers

Ms. Sams:

The bid packages on the referenced RFP were received in the Procurement Conference Room on December 18, 2012. We received three compliant bids, all were over the funding budgeted for the scope of work defined.

It is, therefore, our recommendation that Augusta reject all bids. The department will reconsider scope and work to identify other funds. We will let you know within 60 days if we decide to rebid the existing scope, modify and rebid or abandon the project.

Thank you for your assistance in securing this pricing. Please do not hesitate to call if you have any questions or need additional clarification.

RMA

Cc: Bill Shanahan
Ron Houck
Chris Scheuer
Joanie Smith
Lonnie Wimberly
Phyllis Mills
Nancy Williams

18 JAN '13 PM 3:21

Exhibit 1

Bid Opening
Bid Item #12-222
Diamond Lakes Scoring Towers Deck Repairs
for Augusta, Georgia - Recreation, Parks and Facilities Department
Bid Due: Tuesday, December 18, 2012 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	SAVE Form	Addendum 1	Original	4 Copies	Bid Bond	Bid Amount
RPI 1810 E Wythe Road Augusta, GA 30809								
CMI 1876 Killbuckworth Road Augusta, GA 30904								
Armar Construction 4211 Smithfield Creek Evans, GA 30809								
E & D Coating 2001 Mills B Lane Blvd Savannah, GA 31405	Yes	44759	Yes	Yes	Yes	No	Yes	Non Compliant
Metro Waterproofing 2835 Alcove Drive Scottsdale, GA 30079	Yes	67730	Yes	Yes	Yes	Yes	Yes	\$99,962.00
Blount's Complete Home Services 2907C Tobacco Road Hephzibah, GA 30815								
Turner Mechanical 12384 Atomic Road Beech Island, SC 29842	Yes	229799	Yes	Yes	Yes	Yes	Yes	\$145,000.00

Exhibit 2

From: Lonnie Wimberly
To: Takiyah A. Douse, Glenn Parker
Cc: Joanie Adams; Ronald Houck; Michael Myles; Robert Martin; Gary S. Heener
Subject: RE: DL Adult Tower - Water Leak
Date: Friday, October 26, 2018 5:49:34 PM
Attachments: Image001.png

the ceiling leaks that are happening at both the Adult and Youth Towers is a mixture of material in the drain pipes and the second floor tile grout deterioration. The material in the pipes is thought to be a combination of floor tile adhesive, grout and debris, which has hardened to the point where two plumbing companies couldn't rod out the line. There is also evident that when it rains water builds up on the second floor, then seeps and drains beneath tiles without going through the floor drain, hence ceiling leaks.

The first recommended course of action is to get the drain lines open. Next evaluate the second floor deck for a major overhaul, which more than likely will require sealing the deck and replacement of tiles.

At this time we're unable to get a plumber to confirm a date to be on site before Tuesday, October 30, they're backlogged because of the current rains.

Sincerely,

Lonnie Wimberly
Central Services Department
Deputy Director - Facilities
706-821-1948, Cell: 706-836-0427
Augusta, Georgia

■

From: Takiyah A. Douse
Sent: Friday, October 26, 2018 3:45 PM
To: Glenn Parker <GParker@augustaga.gov>
Cc: Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouch@augustaga.gov>; Lonnie

Exhibit 2

Wimberly <LWimberly@augustaga.gov>; Michael Myles <MMyles@augustaga.gov>; Robert Martin <RMartin@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>
Subject: RE: DL Adult Tower - Water Leak

Glenn,

We have made several attempts to rectify this problem to no avail. I now consider this matter an emergency and would like to move forward as such. The videos seen recently and in the past are very telling of how critical this issue is.

Do you concur?

Lonnie, please detail your analysis of the problem and propose a solution to move forward.

TAD

From: Robert Martin
Sent: Friday, October 26, 2018 2:32 PM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>
Cc: Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Michael Myles <MMyles@augustaga.gov>
Subject: RE: DL Adult Tower - Water Leak

Darrell Bennett is going to try to get his staff to close it off.

From: Takiyah A. Douse
Sent: Friday, October 26, 2018 2:23 PM
To: Robert Martin <RMartin@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>
Cc: Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Michael Myles <MMyles@augustaga.gov>
Subject: RE: DL Adult Tower - Water Leak

Robert,

Please close off this area until this matter can be resolved. It is considered a priority.

TAD

From: Robert Martin
Sent: Friday, October 26, 2018 2:19 PM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>
Cc: Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Lonnie

Exhibit 2

Wimberly <LWimberly@augustaga.gov>

Subject: RE: DL Adult Tower - Water Leak

The attached video is from this morning at the adult tower at Diamond Lake. Bobby

From: Takiyah A. Douse

Sent: Wednesday, October 24, 2018 12:06 PM

To: Gary S. Hegner <GHegner@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>

Cc: Robert Martin <RMartin@augustaga.gov>; Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouch@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>

Subject: RE: DL Adult Tower - Water Leak

We recently had drain work done at this site, with the hopes of remedying the problem

I left a message with Lida to determine if the solution, conducted recently, was successful. Once she confirms or denies the solution, we can chart a path forward.

TAD

From: Gary S. Hegner

Sent: Tuesday, June 26, 2018 7:51 AM

To: Glenn Parker <GParker@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>

Cc: Robert Martin <RMartin@augustaga.gov>; Joanie Adams <JAdams@augustaga.gov>; Ronald Houck <rhouch@augustaga.gov>

Subject: FW: DL Adult Tower - Water Leak

As part of our 2019 budget, we really need to come up with a solution to this issue. We have water coming through light fixtures, which is not safe and will cause further damage to the building and fixtures the longer we let this continue

Gary Hegner

Gary Hegner, CPRP, CPO

Deputy Director-Parks Division

Augusta Recreation and Parks Department

2027 Lumpkin Road Augusta, GA 30906

706.842.2680 office / 706.825.6622 cell

#GOaugusta

Our Mission:

To make Augusta a nationally recognized leader in Parks and Recreation experiences

Our Vision:

Exhibit 2

"To offer exceptional customer service through a culture of continuous improvement, innovation, and sustainability"

From: Lida Gregg

Sent: Monday, June 25, 2018 10:39 PM

To: Robert Martin <RMartin@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>; Darrell Bennett <dbennett@augustaga.gov>; Christopher P. Yount <CYount@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>

Subject: DL Adult Tower - Water Leak

Please see the attached video and the one in the following email. This problem is a serious problem!

Everyone had to run for cover during the storm tonight. Most ended up under the cover by the concession stand which is where this water is coming down. (Adult side) And tonight's rainfall was a very low amount compared to other recent downpours.

One of my teams, full of electricians, cautioned me of the many hazards this situation presents. One, electrocution, should anyone try to remove the cover, change a bulb, or inspect, while water is in the fixture. Two, the danger of the roof collapsing at some point when it just can't hold any more water or weight. Third, the mold and mildew this is leaving behind once everything has dried up. The interior walls in both towers are probably full of enough mold and mildew to shut it down. It is all visible if someone would just come look at it.

Also, because of all the lightning, the elevator was not an option to get up or down from the third floor. When everyone started coming in and out of the second floor door, the water was above the first step and almost above the second one, well above everyone's ankles. One player, who hasn't played in years, casually blurted out that he "sees they still haven't fixed this problem".

Of course our concessionaire, Mrs. Jones, complained about the water being right outside of their entry and exit in to the stand. And there is a concern that the water might be backing up on top of the ceiling in the stand also.

And I know that nobody will like to here me say this. But, the fact that we (staff members that work consistently with the public, up close and personal) are continually embarrassed and perplexed about these issues that aren't getting fixed, has reduced so many of us to think that nobody cares. Speaking for myself, I care! But, until things start getting the treatment they should be getting, even down to the bushes, grass and weeds being properly manicured in a timely matter, I'm struggling to keep the faith on why I should.

Exhibit 2

This second floor issue has been "pending" for years! What is it going to take to get it fixed? We have a beautiful park with so much potential. But riding through in a car, from front to back, is not enough of a visual inspection to see the real shape the park is in.

Thanks for any help you can provide!

Lida L. Gregg

Lida L. Gregg, CPRP
Athletic Programs Coordinator
Augusta Recreation & Parks Department
P. O. Box 5605
Augusta, GA 30916
(706) 771-2980
(706) 771-2983 Fax
(706) 825-6718 Cell
lgregg@augustaga.gov

From: 7068361314@vzwpx.com <7068361314@vzwpx.com>

Sent: Monday, June 25, 2018 9:06 PM

To: Lida Gregg

Subject: [EXTERNAL]

lgregg@augustaga.gov

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Exhibit 3

SECTION II SCOPE OF SERVICES

BACKGROUND:

The scoring towers at Diamond Lakes opened in 1999. The tile flooring on the mezzanine level and the drainage system has deteriorated over the years and is in need of replacement. Augusta, Georgia has elected to go with a coating system rather than replacing the tile. Please note, this issue is problematic at the Adult tower and Juvenile tower.

As constructed, there is a waterproof membrane over the setting bed and beneath the tile. It appears that the tile was thin-set over this membrane.

SCOPE OF SERVICES:

This project includes, but is not limited to the following activities:

Floor Replacement

Application of a new liquid applied waterproof, wear surface approved by the manufacturer for deck surfaces over occupied space. Examples of approved manufacturers/products are:

- The Garland Company - Dura-Walk PS
- Hydro-Stop – Traffic Coat System
- Dex-o-Tex - Auto Dex V
- System shall include any and all slip sheets, sealers, primers, base coats, top coats, flashings and accessories required to complete the installation.
- Preparation of the existing surface to receive the coating system
- Temporary waterproofing as necessary to protect spaces below the mezzanine.
- Any leveling, adjustments, or repair to the substrate to make sure the new floor coating finish elevation marries to the existing floor drains, stair junctions and elevator thresholds, and is free from bird baths or ponding.
- Slopes shall conform to current ADA requirements
- Waterproof expansion joints shall be provided in accordance with the manufacturer's requirements to meet the specified warranty.
- The coating shall be textured to prevent slipping
- Warranty shall be a minimum of 5 years and shall be for a minimum of 5 additional years
- All comparable products suggested for use require approval by the Recreation & Parks Department and the Central Services Department

Drain System

- Repair drainage system starting from the mezzanine level to the storm drain system
- Verify why water is not draining properly from the mezzanine through the drainage pipes and make necessary repairs
- Verify the proper number and spacing of internal drains for the size of the mezzanine to the storm drain system
- Install a filter at the opening of all drain pipes to prevent unwanted material from entering the pipe

Exhibit 3

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 800, PROCUREMENT DEPARTMENT
 535 TELFAIR STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30601-2377
 PHONE: (706) 821-8422

Page 1 of 1

PURCHASE ORDER NO.
19CS8725ACQUISITION QUOTE NO.
2316388

DATE 08/01/19	DEPARTMENT 81120	VENDOR PHONE 3
VENDOR 16627	E-VERIFY# 225306	EMAIL
VENDOR CONTRACT MANAGEMENT INC. (CMI) P.O. BOX 3833 AUGUSTA, GA 30914		ATTN: CO #1 BID NUMBER: 19147 CONTRACT #: 19CS8725 BUYER: NANCY
SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906		SHIP TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30601-2377 (706) 821-2338 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIP TO DESTINATION.

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH	REPAIR DIAMOND LAKES SCORING TOWERS DECK AND DRAIN REPAIR APPROVED BY COMMISSION 4/16/19, ITEM #19 329-05-1120/54-13120	518,800.00	518,800.00
0002	1	EACH	CO #1: ROOF STRAINS LOWERED TO ACCOMMODATE NEW FLOORING SYSTEM 329-05-1120/54-13120	9,602.50	9,602.50

Pay Inv. # 19CS8725-3
 \$ 235,885.50

RECEIVED:

8/16/19 INITIALS

ENDORSEMENT:

Rev. By [Signature] Date 8/21/19

Rev. By [Signature] Date 8/21/19

Rev. By [Signature] Date 8/21/19

CONDITIONS - READ CAREFULLY

- The purchaser is obligated to make full payment of Federal, State, and Municipal sales taxes and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipment only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No cash on delivery. Use only credit facilities.
- Payment made delivery between 8 A.M. and 4 P.M.
- All goods reserved with subsequent pricing to inspect and return of Vendor's inspection if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment not to be made until delivery.

NET TOTAL..... 528,402.50

APPROVED FOR ISSUE

[Signature]

PROCUREMENT DIRECTOR

REQUISITIONER

Exhibit 3

Contract Management, Inc.
1829 Killingworth Road
P.O. Box 3833
Augusta, GA 30604

Invoice Date 07-01-2019 Customer ID AUGUSTA ACT Invoice ID P.O. 19CSS725-3

Draw ID 3 Work Order Ship Date

To:

Augusta, Georg (Accounting Dpt.)
Suite 800
535 Telfair Street
Municipal Building 1000
Augusta, GA 30601-2379

Job Location:

Diamond Lake Deck/Drain Repair
Bid Item #19-147
Augusta, GA 30601

Ship Via
None

1	Pay Request #3 (7-1-19) **Final Invoice** for Repair Diamond Lakes Scoring Towers Deck and Drain Repair.	1.00	ea	226,283.00	226,283.00
	Original P.O. 19CSS725 - Down total				
2	Lowered all roof drains to accomodate new flooring system per specification on Towers 1 and 2. (Universal Plumbing)	2.00	ea	4,175.00	226,283.00 8,350.00
3	CM/ Overhead & Sub Mark-up	16	ea	6,350.00	1,252.50 9,602.50
	Subtotal				

Amount Billed \$235,885.50

Retainage Held

07-11-2019

\$235,885.50

Exhibit 3

Contract Management, Inc.
1828 Killingsworth Road
P.O. Box 3833
Augusta, GA 30904

Invoice Date Customer ID Invoice ID
06-18-2019 AUGUSTA ACT P.O. 19CSS725-2

Draw ID Work Order Ship Date

To:

Augusta, Georg (Accounting Dpt.)
Suite 800
535 Telfair Street
Municipal Building 1000
Augusta, GA 30901-2379

Job Location:

Diamond Lake Deck/Drain Repair
Bid Item #19-147
Augusta, GA 30901

Ship Via
None

1	Pay Request #2 (6-18-19) for Repair Diamond Lake Scoring Towers Deck and Drain Repair. Project is 58% complete.	1.00	is	137117.00	137,117.00
	Down total				137,117.00

Amount Billed \$137,117.00

Retainage Held

07-17-2019

\$137,117.00

Exhibit 3

Contract Management, Inc.
1829 Killingsworth Road
P.O. Box 3833
Augusta, GA 30904

Invoice Date 05-22-2019	Customer ID AUGUSTA ACT	Invoice ID P.O. 19CSS725-1
Draw ID 1	Work Order	Ship Date

To:
Augusta, Georg (Accounting Dpt.)
Suite 800
535 Telfair Street
Municipal Building 1000
Augusta, GA 30601-2379

Job Location:
Diamond Lake Deck/Drain Repair
Bid Item #19-147
Augusta, GA 30601

Ship Via
None

1	Pay Request #1 (5-22-19) for Repair Diamond Lakes Scoring Towers Deck and Drain Repair. Down total	518000.00	is	.30	155,400.00
					<u>155,400.00</u>

Amount Billed \$155,400.00

Retainage Held

06-01-2018

\$155,400.00

Exhibit 4

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 806, PROCUREMENT DEPARTMENT
 636 TELFAIR STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30601-2377
 PHONE: (706) 821-2422

Page 1 of 1

DATE 03/15/19	DEPARTMENT 061474	PURCHASE ORDER NO. P369032	
VENDOR # 549		E-VERIFY# 475934	REQUISITION/QUOTE NO. R314593
VENDOR UNIVERSAL PLUMBING CO 2415 MILLEDGEVILLE ROAD AUGUSTA, GA 30904-4982		ATTN: EMERGENCY SID NUMBER: CONTRACT #: BUYER: DOREEN	
SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 806 636 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30601-2376 (706) 821-2336 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION	

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH	PROVIDE & INSTALL LABOR & MATERIALS TO REPLACE ALL ROOF DRAIN FLOOR SINKS ON 2ND FLOOR OF BOTH BUILDINGS. INCLUDES REPLACING SURROUNDING CONCRETE TO GRADE & JETTING DRAINAGE SYSTEM TO ASSURE PROPER OPERATION. 272-06-1474/54-25310	54,392.00	54,392.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS
- No cash orders. We will honor if available.
- Please make deliveries between 8 A.M. and 4 P.M.
- All goods received with subsequent privilege to reject and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 54,392.00

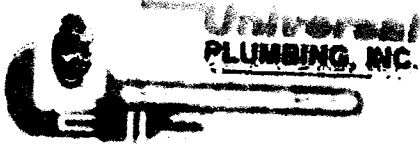
APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

VENDOR COPY

Exhibit 4



Hotel: Edgecombe House
 1122 Peachtree
 Street, N.W.
 Atlanta, GA 30309

706-738-4424



Universal Plumbing, INC.
 2415 Milledgeville Rd
 Augusta, Ga. 30904
 Phone: 706-738-4424
 Fax: 706-738-4471
www.universalplumbinginc.com
 Date _____

Proposal Submitted _____

Street _____

City, State, and Zip Code _____

Job Location _____

Acceptance of Proposal _____

We hereby submit specifications and estimates for:

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ *amount \$*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Proposal may be withdrawn if not accepted within 30 days.

Presented by J. L. Jones

Acceptance

Title Manager

Date _____



CRANSTON

ENGINEERING

Post Office Box 2546, Augusta, Georgia 30903 - Telephone 706-722-1588

AUGUSTA, GEORGIA
TAKIYAH DOUSE
2780 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

Invoice number 48482Revised
Date 04/23/2019

Project 2019-0125 DIAMOND LAKES PARK
SCORING TOWER IMPROVEMENTS

Email: tdouse@augustaga.gov

Professional services through April 1, 2019 associated with the drainage and floor tile issues at the Diamond Lakes Park scoring towers including site visits, drainage improvement recommendations, flooring surface improvement reviews and recommendations, and coordination with construction and owner's teams.

Labor

	Hours	Rate	Billed Amount
Senior Principal Engineer	10.25	210.00	2,152.50
Landscape Architect I	1.50	85.00	127.50
Labor subtotal	11.75		2,280.00
Invoice total			2,280.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
48482Revised	04/23/2019	2,280.00	2,280.00				
Total		2,280.00	2,280.00	0.00	0.00	0.00	0.00

Please direct any question to:
Scott Williams at 706-722-1588

Augusta
G E O R G I A

Service Request

Request ID: 151280
Description: Roof Issue
Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815
Department/Loc: CENTRAL SERVICES
District: 30815 Zip Code
Initiated By: USER, FORMS SR
Manager: JOHNSON, ERIC
Closed By: JOHNSON, ERIC
Site ID: Sld-06108
Basin: SPIRIT CREEK
Initiated Date: 8/5/2019 8:48:05AM
Supervisor: WOOLFOLK, GREGORY
Priority: 3
Data/Time Closed: 8/2/2019 2:18:32PM

QUESTION RESPONSE

Caller Information:

Last Name	First Name	Address	Home Phone	Cell Phone	EMAIL
JOHNSON	ERIC		706-564-8328		UNKNOWN@UNKNOWN.COM
LABOR NAME			START TIME		FINISH TIME
HERNANDEZ, ANTHONY			7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	40.00
WOOLFOLK, GREGORY			7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	40.00
BOATNER, PATRICK			7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	16.00

Exhibit 6

Work Order ID:

Request ID: 151280

CLOSED

Status:

Description: Roof Issue

Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815

Department/Loc: CENTRAL SERVICES

Site ID: Sid-06106

District: 30815 Zip Code

Basin: SPIRIT CREEK

Comments:

BY: USER FORMS SR. 6/5/2019 8:48:06AM
/CSR/311 SR#: 19-00032236 - Jun 05, 2019 08 48 05 - (Repair ceiling at the Youth Tower)

Q: Customer Name A: Eric Johnson

Q: Contact Number A: 706-821-2300

Q: Location? A: Diamond Lakes Youth Tower

Q: Is there a leak? A: Yes

Q: Where is it leaking? A: Yes

Q: Can you contain it? A: Yes

Q: Preferred method of follow-up? A: No"

BY: WOOLFOLK, GREGORY, 6/7/2019 8:47:59AM

Waiting on po to start the job

BY: WOOLFOLK, GREGORY, 6/14/2019 11:54:14AM

Picked up material to start use tower at diamond Lakes still on hold building is still leaking waiting for approval to start work

BY: WOOLFOLK, GREGORY, 6/25/2019 8:43:10AM

Boys and girls bathroom ceilings are done to include the janitors closet do not install ceiling tiles per Mr. Wimby Mike and Mr. Johnson

BY: WOOLFOLK, GREGORY, 6/25/2019 3:48:31PM

Waiting on men's and women's side to do next

BY: WOOLFOLK, GREGORY, 7/8/2019 12:54:28PM

Got quote for men's and women's tower

BY: JOHNSON, ERIC, 7/12/2019 1:14:49PM

Cannot complete ceiling until flooring is completed.

BY: WOOLFOLK, GREGORY, 7/15/2019 10:06:33AM

Tower floor has been completed will pick up material for the job tomorrow will start the job when Anthony Hernandez returns

BY: WOOLFOLK, GREGORY, 7/15/2019 10:06:33AM

Pick up material 7/16 2009 or 7/17 2009

BY: JOHNSON, ERIC, 7/22/2019 11:38:05AM

Sent Quote to purchase paint 07/22/19 to Quote.com

Request ID: 151280

Description: Roof Issue

Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815

Department/Loc: CENTRAL SERVICES

District: 30815 Zip Code

BY: WOOLFOLK GREGORY, 7/30/2019 8:25:16AM

Ceilings have been repaired and replaced job is complete see attached photos

SR Details:

Work Order ID:

Status: CLOSED

Site ID: Sld-88108

Basin: SPIRIT CREEK

Exhibit 6

Exhibit 7

REQUISITION QUOTE NO
R336956PURCHASE ORDER NUMBER ABOVE
MUST APPEAR ON ALL INVOICES,
SHIPPING PAPERS AND PACKAGESCONTRACT #
BUYER: JACQU

BILL TO:

AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
595 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30661-2378
(706) 821-2336ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO
ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
9801			DIAMOND LAKES TOWERS 1 & 2 VIDEO INSPECTION 272-01-6210/54-25310	1,120.00	1,120.00

NET TOTAL..... 1,120.00

APPROVED FOR ISSUE

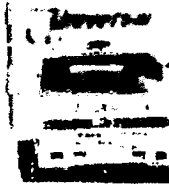
g. A. Smith
PROCUREMENT DIRECTOR

REQUISITIONER

Exhibit 7
P399350

**Quick Response
Flat Rates
Since 1886**

706.738.4424



Universal Plumbing, INC.

2415 Milledgeville Rd

Augusta, Ga. 30904

Phone: 706-738-4424

Fax: 706-738-4471

www.universalplumbinginc.com

Proposal Submitted <u>AUGUSTA WILLIAMS CO.</u>	Date <u>8/21/20</u>
Street <u>9335 Windsor Springs Rd.</u>	
City, State, and Zip Code <u>AUGUSTA GA.</u>	Job Location <u>DIAMOND LAKES AIRFIELD</u>
Acceptance of Proposal	<u>TOWERS 112</u>

We hereby submit specifications and estimates for:

- (1) DRAIN CLEANING FOR TOWERS 112
- (2) TO DISASSEMBLE AND RECONNECT SECTIONS OF PIPING AND PIPING ARRANGEMENTS AS NEEDED TO EFFECTIVELY JOE & CLEAN ROOF DRAINAGE SYSTEMS
- (3) TO VIDEO INSPECT SYSTEM TO DETERMINE AREAS OF CALCIFICATION WHERE A DIFFERENT METHOD OF CLEANING MIGHT BE NECESSARY.

NOTE: COST IS REFLECTIVE OF VIDEO INSPECTION ONLY.

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

One thousand one hundred forty dollars \$ 1120.00

Payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Proposal may be withdrawn if not accepted within 30 days.

Presented by Claudia Jones

Acceptance _____

Title

Manager

Date _____

Exhibit 8

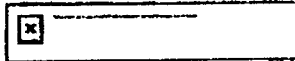
Takiyah A. Douse

From: Larry Jones <larryatuniversal@aol.com>
Sent: Thursday, June 3, 2021 4:29 PM
To: Takiyah A. Douse; claudia@universalplumbinginc.com; Darrell White; Maurice D. McDowell; Natascha Dailey; Roy W. Searles; Laquona Sanderson
Subject: Re: [EXTERNAL] RE: Fwd: Diamond Lakes Camera

Takiyah, i have no words to express my regret for this outcome as I do understand that business must continue in spite of.

I will say that I had spoken with Mr. White relative to my attempts to secure a contractor with the equipment necessary for the removal of the substances that have introduced in the piping both granulated and attached to the walls of the drainage system. After many attempts and conversations we finally had an appointment at 9:30 tomorrow morning. With that being said, and because of the history of this project along with my knowledge of the different stages, I will be more than happy to share this history with the newly contracted vendor. I can meet on site as well as bring the section of piping that has been removed from the system for clarification of the source of the blockages. Our concern at this point is that of a favorable resolution, and that our company is willing to assist in any way we can to alleviate this prolonged issue.

Thanking you in advance,



Larry
 CEO
 706.738.4424
 2415 Milledgeville Rd.
 Augusta, GA 30904



-----Original Message-----

From: Takiyah A. Douse <TDouse@augustaga.gov>
To: larryatuniversal <larryatuniversal@aol.com>; Claudia Jones <claudia@universalplumbinginc.com>; Darrell White <DWhite2@augustaga.gov>; Maurice D. McDowell <MMcDowell@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>; Roy W. Searles <RSearles@augustaga.gov>; Laquona Sanderson <LSanderson@augustaga.gov>
Sent: Thu, Jun 3, 2021 3:09 pm
Subject: Re: [EXTERNAL] RE: Fwd: Diamond Lakes Camera

Mr. Jones,

Your services are no longer needed on this project.

I have left multiple messages, both email and voicemail, in an attempt to speak with you concerning this emergency matter, all to no avail. As a result, I have sourced another vendor to complete the tasks requested of Universal Plumbing.

Takiyah

Exhibit 8

From: larryatuniversal <larryatuniversal@aol.com>
Sent: Thursday, June 3, 2021 1:59 PM
To: Claudia Jones <claudia@universalplumbinginc.com>
Cc: Taklyah A. Douse <TDouse@augustaga.gov>
Subject: [EXTERNAL] RE: Fwd: Diamond Lakes Camera

I have reached out to David Hopkins of Augusta Industrial and we have discussed this at length as well as the use of his high velocity jet blaster to dislodge the solidified build-up in the drain system. I am presently awaiting a response from him concerning his availability. Tomorrow Friday 5/4 is my hope for this site meeting. I have also reached out to Kelsey Henderson of AUD for support, and he has assured me that they will help resolve this matter as opportunity permits. I do know that this issue has persisted for some time and my belief is in a very near future resolution.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Claudia Jones <claudia@universalplumbinginc.com>
Date: 6/3/21 5:31 AM (GMT-05:00)
To: Larry Jones <larryatuniversal@aol.com>
Subject: Fwd: Diamond Lakes Camera

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

From: Taklyah A. Douse <TDouse@augustaga.gov>
Date: Wed, Apr 14, 2021 at 10:51 AM
Subject: RE: Diamond Lakes Camera
To: claudia@universalplumbinginc.com <claudia@universalplumbinginc.com>
CC: Laquona Sanderson <LSanderson@augustaga.gov>, Natascha Dailey <NDailey@augustaga.gov>, Darrell White <DWhite2@augustaga.gov>, Roy W. Searles <RSearles@augustaga.gov>

Mr. Jones,

I have not received any correspondence from you concerning the below request, sent two weeks ago. As this matter is of urgent need, a response is requested by the close of business today.

TAD

From: Taklyah A. Douse
Sent: Tuesday, March 30, 2021 4:41 PM
To: claudia@universalplumbinginc.com
Cc: Laquona Sanderson <LSanderson@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>; Roy W. Searles <RSearles@augustaga.gov>
Subject: Diamond Lakes Camera

Mr. Jones,

The attached purchase order is in response to our continued drainage issues at Diamond Lakes. Please provide a copy of your findings in addition to the video inspection report via video.

Exhibit 8

Our records indicate this service was rescheduled multiple times, and as a result, I do not have a project completion date. Please provide such.

Thanks,
Takiyah

Takiyah A. Douse | Central Services Director
Augusta 311 - Facilities Maintenance - Fleet Management - Real Estate - Records Retention
Augusta - Richmond County
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-828-7174 | (f) 706-796-5077
TDouse@augustaga.gov | www.augustaga.gov

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

Claudia
Operations & Finance Manager
706.738.4424
2415 Milledgeville Rd.
Augusta, GA 30904

Please leave us a review on YELP and GOOGLE.

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

Exhibit 9

PURCHASE ORDER

AUGUSTA, GEORGIA

STATE OF GEORGIA, PROCUREMENT DEPARTMENT
 600 TILFAM STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30601-0077
 PHONE (706) 221-0000

Page 1 of 1

PURCHASE ORDER NO.
 2417324
 REQUEST FOR QUOTE NO.
 R249286

DATE 07/22/21	DEPARTMENT 16210	PURCHASER	
VENDOR'S 16627	EMERGENCY 228306	EMERGENCY	
VENDOR CONTRACT MANAGEMENT INC. (CMI) P.O. BOX 3833 AUGUSTA, GA 30914		ATTN: EMERGENCY NO BIDDING CONTRACT # EVEN:	
SHIP TO: CENTRAL SERVICES ADMIN 2760 PEARCE ORCHARD RD. BUILDING A AUGUSTA, GA 30906		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, STATE OF 600 TILFAM STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30601-0077 (706) 221-0000 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO APPROPRIATE PERSONNEL OF SUPPLIER'S FIRM.	

0001	1		<p>PER L. SANDERSON CHANGED OBJECT CODE TO 8413120 07/22/21 JB</p> <p>SECOND FLOOR CONCRETE AND FIRM DUCK OF DIAMOND LAKES BOILING TOWERS (ADULT & YOUTH) REPAIRS</p> <p>272-01-6210/84-13120</p> <p>Rev <u>Appr</u> <u>Rej</u> By <u>DEB</u> Date <u>7/26/21</u></p> <p>Rev <u>Appr</u> <u>Rej</u> By <u> </u> Date <u> </u></p> <p>Rev <u>Appr</u> <u>Rej</u> By <u> </u> Date <u> </u></p> <p>EMAIL DATE <u>7/22/21</u> INITIALS <u>gys</u></p>	17,012.52	17,012.52
------	---	--	--	-----------	-----------

CONDITIONS - READ CAREFULLY

- The purchaser is required to obtain from proposed of Federal, State, and Municipal
- Cost, taxes and other fees
- Shipping charges prepaid by vendor
- Payment will be made on complete shipments only unless otherwise requested
- Delivery VENDOR MUST ASSUREMENT ORDER.
- No back orders. We will handle if available
- Please make deliveries between 8 AM and 4 PM
- All goods received with subsequent returns to vendor and return of Vendor's copies of invoice or bill to completion with our specifications
- Indoor delivery if necessary
- Payment due 30 or according to contract

REQUISITIONER

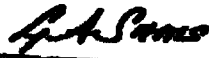
NET TOTAL.....	17,012.52
APPROVED FOR ISSUE	
 PROCUREMENT DIRECTOR	

Exhibit 9

Contract Management, Inc.
1829 Killingworth Road
P.O. Box 3833
Augusta, GA 30904

Invoice Date
06-22-2021

Customer ID
AUGUSTA ACT

Invoice ID
M2021-011-1

Draw ID
1

Work Order

Ship Date

To:

Augusta, Georg (Accounting Dpt.)
Suite 800
635 Telfair Street
Municipal Building 1000
Augusta, GA 30901-2379

Job Location:

Diamond Lakes Drains
4335 Windsor Spring Road
Hephzibah, GA 30815

Ship Via
None

1	Diamond Lakes - Repair Adult Tower #1 (Time & Materials)				
2	Materials (See attachment)	1.00	LB	369.07	369.07
3	Labor (See attachment)	1.00	ls	8,508.00	8,508.00
4	Equipment (See attachment)	1.00	ls	1,000.00	1,000.00
5	Mark-up (20%)	9,904.07	ls	.20	1,980.81
	Subtotal				11,864.88
6	Diamond Lakes - Repairs Youth Tower #2				
7	Materials (See attachment)	1.00	ls	159.69	159.69
8	Labor (See attachment)	1.00	ls	3,780.00	3,780.00
9	Equipment (See attachment)	1.00	ls	1,000.00	1,000.00
10	Mark-up (20%)	4,939.69	ls	.20	987.94
	Subtotal				5,927.63
	Down total				17,812.51

Amount Billed \$17,812.51

Retainage Held

07-02-2021

\$17,812.51

Exhibit 9

CONTRACT MANAGEMENT, INC.

General and Mechanical Contractors

1829 Killingsworth Road

Augusta GA 30904

PO Box 3833

Augusta GA 30914

(706) 667-9033

(706) 667-9034

gregoryw@contractmgtinc.com

December 8, 2022

Subject: Diamond Lakes Scoring Towers (Adult Tower/Junior Tower Summary)

Dear Takiyah A. Douse,

Per your request, please see the detailed explanation to include in your report concerning Diamond Lakes scoring tower drainage problems. Please note video from camera is available upon request.

Adult Tower

- Exterior drain basins above 1st floor were opened and cleaned out.
- Exterior drain basins above 1st floor were resealed with a 100% silicon caulk on the outside edges of basin.
- Exterior drain basins drainpipes were cleaned using pipe auger to diffuse and extract clay and sand material. Drains were allowed to flow.
- Interior of 1st floor drainpipe cleanouts were used to access further extraction of clay and sand material. Unable to extract material from Northside of Adult Tower interior cleanout – had to excavate at exterior of Adult Tower to access drainpipes.
- Pipe was hand excavated. Pipe was cut open to allow access point for pip auger. (Excavation at Adult Tower) – Drain auger was used to clean sever blockage approximately 20ft from exterior of Adult Tower using 3'x2' hand excavated access point. Drain was cleaned and flow was allowed.
- Adult Tower Women's Restroom
 - Ceiling had to be cut open to access drainpipes.
- Adult Tower Kitchen
 - 2 sanitary Y T's had to be removed and replaced for access point for pipe auger.
- Camera Inspection was used at 4 cleanout locations at each tower.
- Camera Inspection was used at exterior excavated access point at Adult Tower.
- Floor was flooded at Adult Tower and Junior Tower at drain basins to be inspected by Diamond Lakes maintenance for leaks. Upon inspection with Diamond Lakes Maintenance present, no leaks were found after completion of work.

Junior Tower

- Exterior drain basins above 1st floor were opened and cleaned out.
- Exterior drain basins above 1st floor were resealed with a 100% silicon caulk on the outside edges of basin.
- Exterior drain basins drainpipes were cleaned using pipe auger to diffuse and extract clay and sand material. Drains were allowed to flow.

Certified (SDB/MBE/HUBZone) and Minority Owned Firm

1

Exhibit 9

CONTRACT MANAGEMENT, INC.

General and Mechanical Contractors

1829 Killingsworth Road

Augusta GA 30904

PO Box 3833

Augusta GA 30914

(706) 667-9033

(706) 667-9034

gregoryw@contractmgtinc.com

- Camera Inspection was used at 4 cleanout locations at each tower.
- Floor was flooded at Adult Tower and Junior Tower at drain basins to be inspected by Diamond Lakes maintenance for leaks. Upon inspection with Diamond Lakes Maintenance present, no leaks were found after completion of work.

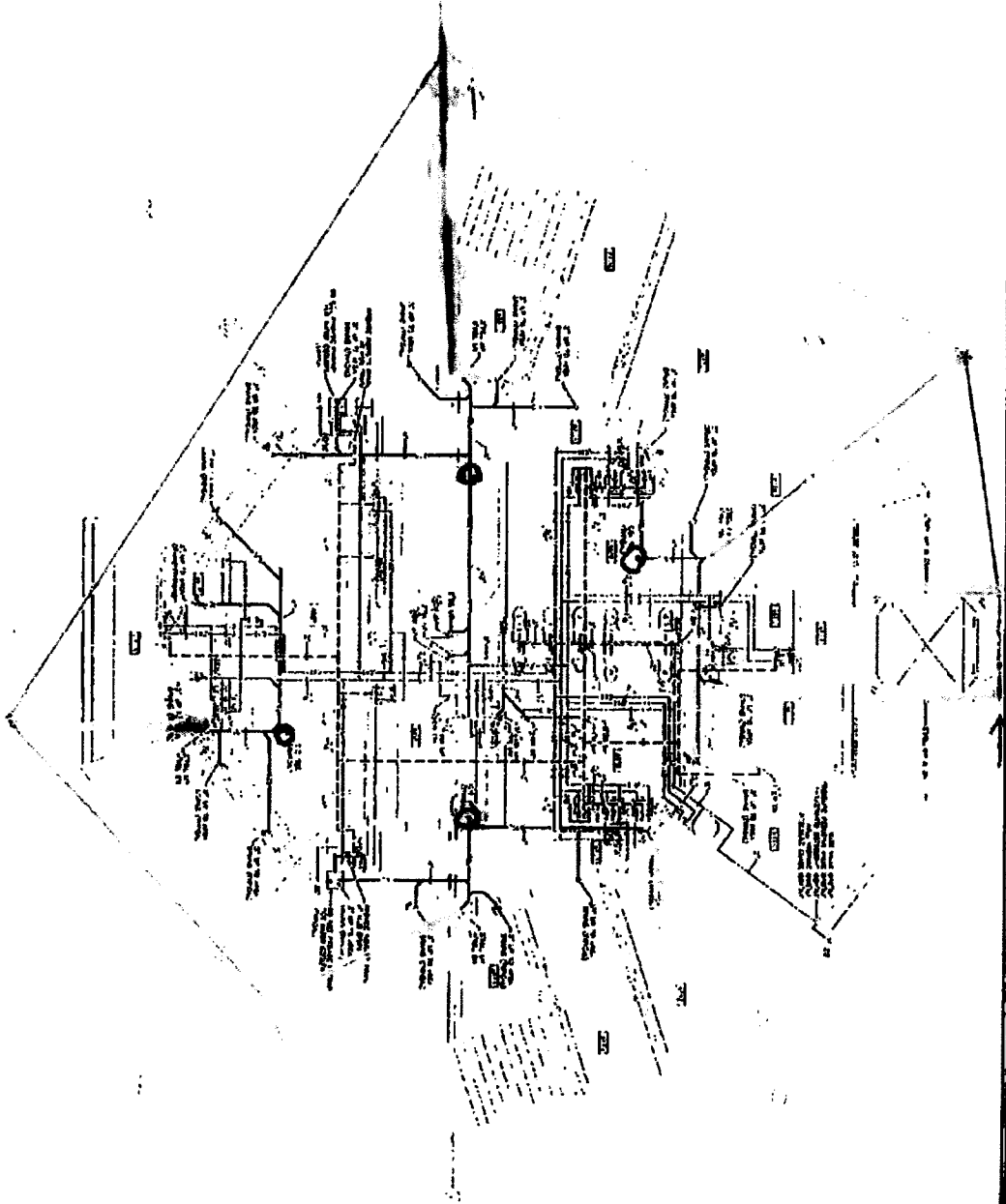
Should you require any additional information or have any questions please contact us at
(706) 667-9033

Respectfully,

Sohui D. Longerbeam
Executive Assistant | Project Controls
Contract Management, Inc. (CMI)

Enclosure(s):
Plumbing Plan – Above First Floor- Scoring Towers A and B
Sample Photos of Prior Pipe Work (3 pages)

Exhibit 9



South Augusta Recreation Complex - Site Plan



Cranston, Robertson & Whitehurst, P.C.
415 E. 15th Street
Birmingham, Alabama 35203
205.333.1100



South Augusta
Recreation Complex

Planning Plan -
Above First Floor
Seeing Tower A and B

Sheet 1 of 1

Scale: 1" = 100'

P1-3

Exhibit 9



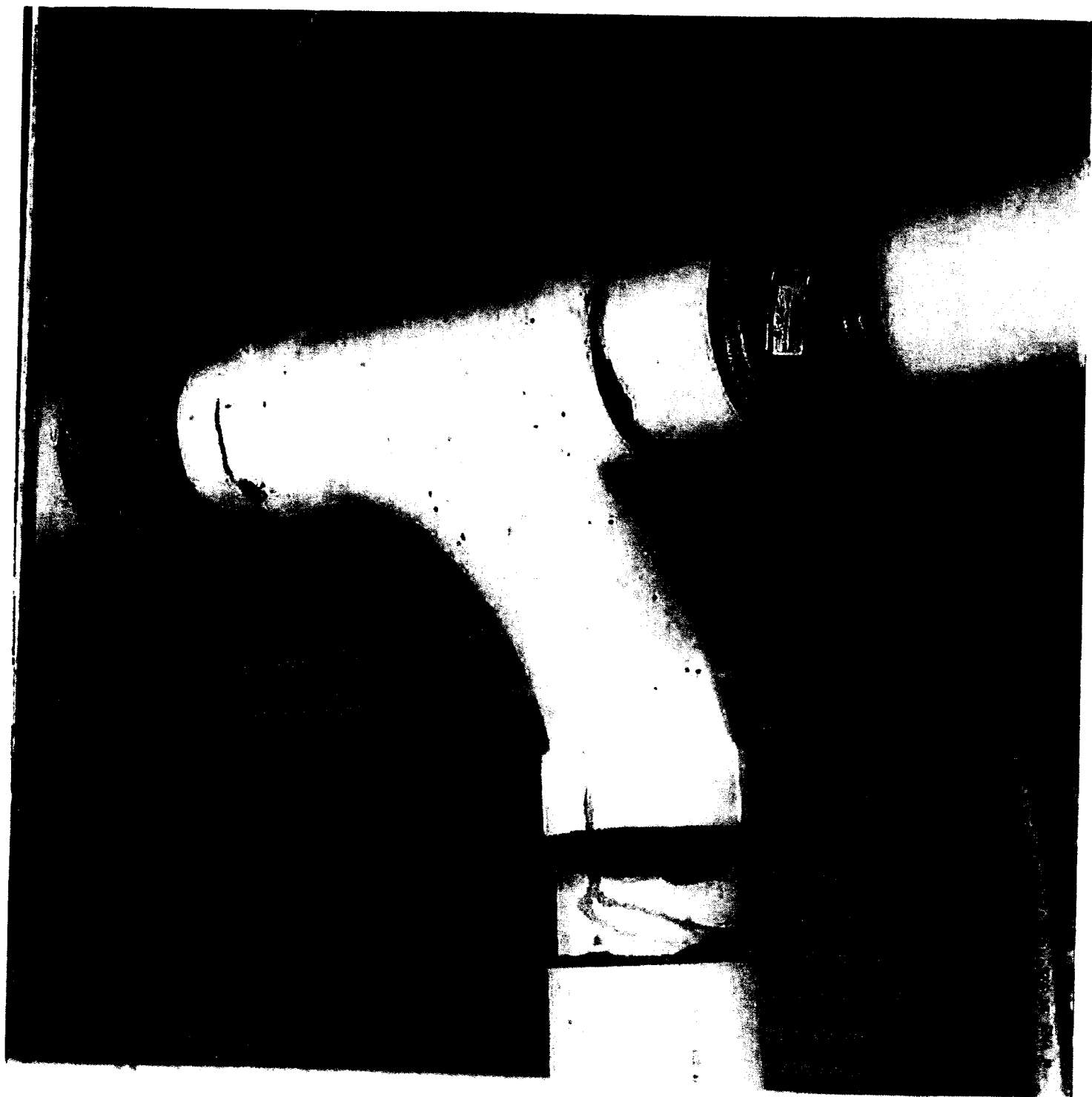




Exhibit 10

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 800, PROCUREMENT DEPARTMENT
 630 TELFAIR STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30601-2377
 PHONE: (706) 821-6222

Page 1 of 1

PURCHASE ORDER NO.
P416700REQUISITION/INVOICE NO.
2340461

DATE 07/07/21	DEPARTMENT 016210	VENDOR PHONE (803) 275-8862
VENDOR 11338	E-VERIFY MAIL	
VENDOR DURA CLEAN OF NORTH AUG 1857 ROBIN ROAD NORTH AUGUSTA, SC 29841		ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER:
BUYER: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 630 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30601-2377 (706) 821-6222 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
0001	1	EA	RED SCORING TOWER MOLD REMEDIATION - GREEN SCORING TOWER MOLD REMEDIATION 272-01-6210/54-13120	14,175.00	14,175.00

CONDITIONS - READ CAREFULLY

- The purchaser is covered by dealer from payment of Federal, State, and Storage taxes, license and other fees.
- Shipping charges prepaid by vendor
- Payment will be made on complete shipments only unless otherwise requested
- DELIVERY TIMES MUST ACCOMPANY GOODS.
- No back orders. We will order if available.
- Please make deliveries between 8 A.M. and 4 P.M.
- All goods received with subsequent delivery to inspect and return at Vendor's expense if defective or not in compliance with our specifications
- Deliver delivery if necessary
- Payment Net 30 or according to contract

NET TOTAL..... 14,175.00

APPROVED FOR ISSUE

John Smith

PROCUREMENT DIRECTOR

REQUISITIONER



May 18, 2021

Takia Douse & Roy Searles
City of Augusta
2760 Peach Orchard Road
Augusta, GA 30906

RE: Diamond Lake Regional Park Remediation Estimate

To Whom It May Concern:

Thank you for allowing Duraclean to inspect Diamond Lake Regional Park in Augusta, GA. Duraclean has been solving cleaning, restoration and remediation problems since 1930 and we appreciate the trust you have placed in us.

Based upon your concerns, Duraclean recommends the following:

Scope of Work:

- **Red Scoring Tower**
 - **Contents**
 - **Content Manipulation, Cleaning and/or disposal**
 - **Cleaned contents to be stored in Tower on site**
 - **Affected HVAC Insulation Removal and Disposal**
 - **Affected Drywall Removal and Disposal**
 - **Hydrogen Peroxide Application to all block walls**
 - **High Pressure Cleaning/Removal of all walls**
 - **High Pressure Cleaning of all flooring**
 - **7 Dehumidifiers for 3 days each**
 - **14 Air Movers for 3 days each**
 - **Atomized Anti-Microbial fogging of all areas**
- **Green Scoring Tower**
 - **Atomized Anti-Microbial Fogging**

Total Price \$14,175.00

Due Upon Completion

- **Prices are subject to change depending upon unforeseen circumstances**

Duraclean Strives for Excellent Customer Service. If you have any questions or concerns, please call our office at (803) 279-8842.

Sincerely,
Blake Harrell
Operations Director

Exhibit 10

DL Abatement Quote Comparison

DuraClean		PureClean	
Red (Adult)	Green (Youth)	Red (Adult)	Green (Youth)
Content - Clean and/or dispose *Clean content stored at Tower All HVAC Insulation Rm/Disp All Drywall Rm/Disp Hydrogen Peroxide App - Block Walls HP Cleaning/Removal - all walls HP Cleaning of all flooring 7 Dehumidifiers for 3 days 14 air movers for 3 days Atomized Anti-Microbial fogging of all areas	Atomized Anti-Microbial fogging	HEPA Vacuuming detailed Disinfect building Negative air fan/scrubber - 5 days 5 Dehumidifiers (24 hr) 10 air movers (24 hr) Clean floor or roof joist system in confined space Hazardous waste/mold cleaning tech (4 hr) Hepa Filter (quoted per space/sqft)	*No evidence of mold obs on upper side of ceiling or duct work on grid lvl* Clean all walls, ceiling area, floor with FL for mold CMI to supervise/assist
Both \$14,175		Only 1 building quoted \$22,300.98	
		Sub cost only w/CMI and Markup	\$12,900 \$16,458

RM/disp=remove and dispose
 All=affected
 HP=High Pressure

Grid lvl = Ground level
 obs=observed

\$40,684

Exhibit 11

From: Takiyah A. Douse
To: Natascha Dailey; Natascha Dailey
Subject: FW: DL Adult Tower - Update on Leaks
Date: Wednesday, December 7, 2022 12:16:00 PM
Attachments: 193617.JPG
 193624.JPG
 193713.JPG
 200207.JPG

TAD

From: Lida Gregg <LGregg@augustaga.gov>
Sent: Monday, August 23, 2021 3:02 PM
To: Takiyah A. Douse <TDouse@augustaga.gov>
Cc: Maurice D. McDowell <MMcDowell@augustaga.gov>; Robert Martin <RMartin@augustaga.gov>;
 Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Eric Johnson <EJohnson@augustaga.gov>;
 Eric Bing <EBing@augustaga.gov>
Subject: RE: DL Adult Tower - Update on Leaks

Here are those photos attached as .jpg files. Hope this works!

Thanks,

Lida L. Gregg, CPRP
Athletic Programs Coordinator
Augusta Parks & Recreation
P. O. Box 5605
Augusta, GA 30916
(706) 826-1373 Office
(706) 825-6718 Cell

From: Takiyah A. Douse
Sent: Monday, August 23, 2021 2:55 PM
To: Lida Gregg <LGregg@augustaga.gov>
Cc: Maurice D. McDowell <MMcDowell@augustaga.gov>; Robert Martin <RMartin@augustaga.gov>;
 Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Eric Johnson <EJohnson@augustaga.gov>;
 Eric Bing <EBing@augustaga.gov>
Subject: FW: DL Adult Tower - Update on Leaks

Lida,

Exhibit 11

Your information is of value, however I cannot open the heic files. Please resend.

I have copied both E. Johnson and E. Bing to assess this matter as soon as possible and detail a path forward.

TAD

From: Lida Gregg <LGregg@augustaga.gov>

Sent: Monday, August 23, 2021 2:50 PM

To: Takiyah A. Douse <TDouse@augustaga.gov>

Cc: Robert Martin <RMartin@augustaga.gov>; Maurice D. McDowell <MMcDowell@augustaga.gov>

Subject: DL Adult Tower - Update on Leaks

Hi Takiyah,

As per your request to keep you abreast on the leaks at the Diamond Lakes adult tower, here is some updated information.

After the recent rains, I was able to check all areas. Upon my checking, the only problem areas I see are the umpire's room (small leak straight back when you walk in there coming from the holes that Universal Plumbing drilled) and the umpire's bathroom. The floor in the umpire's bathroom was flooded when I was in there. However, since the insulation is now unwrapped, the water is actually beaded up very heavily on the HVAC tunnels. I didn't really see a leak. I just saw the constant large beads dripping from the HVAC system. That is where the water appeared to be coming from. I attached a picture that I hope you are able to see the large beads in.

The electrical room has a very small leak in the back left corner, also coming from the holes that Universal Plumbing drilled. That water dripping there is very rusty too.

And, in reference to the rust, each drain and every line that was patched has collected rust remnants and are now brown in color. See photos. I only attached a couple of photos but those stains are at every place that was patched inclusive of every drain and crack.

The good news is that the elevator room is dry as a bone and the temperature is regulated now, very cold in there. The concession area is dry as a bone. Both restrooms appear to be dry, as well as the remaining storage rooms.

Thank you for your hard work in getting this cleaned up. And thanks for your patience with me! I meant no harm. Just knew something had to be done and I was constantly seeing it get worse and worse. Again, thank you!!

Let me know if you need anything else. I'll be glad to help in any way I can.

Lida L. Gregg, CPRP

Athletic Programs Coordinator

Exhibit 11

Augusta Parks & Recreation**P. O. Box 5605****Augusta, GA 30916****(706) 826-1373 Office****(706) 825-6718 Cell**

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version. AED:104 1



Service Request

Request ID: 271845

Description: Plumbing Issue

Problem Address: 111 Diamond Lakes Way
Hephzibah, GA 30815

Department/Loc: CENTRAL SERVICES
District: 30815 Zip Code

Initiated By: USER, FORMS SR

Manager: SEARLES, ROY W

Closed By: SEARLES, ROY W

QUESTION RESPONSE

Work Order ID:

Status: CLOSED

Site ID: SID-86180
Basin: SPIRIT CREEK

Initiated Date: 3/1/2022 12:41:07PM Priority: 3

Supervisor: CUNNINGHAM, VIENCE E

Date/Time Closed: 4/12/2022 8:59:54AM

Caller Information:

Last Name First Name Address
MARTIN ROBERT

Home Phone Cell Phone EMAIL
7068367560 RMARTIN@AUGUSTAGA.GOV

LABOR NAME START TIME FINISH TIME HOURS
CUNNINGHAM, VIENCE E 4/11/2022 3:40:00PM 4/11/2022 3:40:00PM 1.00

Request ID: 271845

Description: Plumbing Issue

Work Order ID: Exhibit 12

Status: CLOSED

Problem Address: 111 Diamond Lakes Way
Hephzibah, GA 30815

Department/Loc: CENTRAL SERVICES

District: 30815 Zip Code

Site ID: SID-86180

Basin: SPIRIT CREEK

Comments:

BY: USER, FORMS SR, 3/1/2022 12:41:07PM

Q: Caller Name?
A: Robert Martin
Q: Phone Number?
A: 7088367560
Q: Email?
A: rmartin@augustaga.gov
Q: What is the issue?
A: Other (see comments)
Q: Is there water on the floor?
A: Yes
Q: Is it leaking?
A: Yes
Q: Is it inside or out?
A: Inside
Q: Can you turn the water off?
A: No

Customer Comment: There is a leak from the ceiling in the electrical room where you turn the field lights on. Please call Wendell Gunter at 762-333-4639 or Robert Guy at 708-825-4665 for access.

BY: USER, FORMS SR, 3/1/2022 12:43:22PM
[CSR/311 SR#: 22-00008771 - Mar 01, 2022 11 43 21]

BY: CUNNINGHAM, VENCE, 3/3/2022 11:01:37AM
There's a leak coming out one of the drains that was repaired by contractor

BY: CUNNINGHAM, VENCE, 4/11/2022 3:40:57PM
This is on the contractor

S/R Details:

AUGUSTA, GEORGIA

Exhibit 13

PURCHASE ORDER

SUITE 808, PROCUREMENT DEPARTMENT
636 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.
P434867
REQUISITION/QUOTE NO.
R360954

DATE 05/19/22	DEPARTMENT 061474	VENDOR PHONE # (706) 210-8624
VENDOR # 16773	E-VERIFY #	EMAIL

VENDOR HORIZON CONSTRUCTION & ASSOC. P.O. BOX 798 EVANS, GA 30809	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER:
--	---

SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 808 636 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
---	---

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1		CAP EXISTING DRAIN BASKET ON SECOND FLOOR. GRIND LEVEL AND LEVEL EXISTING DECK. RAISE DECK TO PITCH TOWARD OUTEREDGE OF DECK & CUT HOLE THROUGH EXTERIOR WALL TO ALLOW DRAINAGE INTO 4" OTHERS TYING INTO DOWN SPOUTS. DECK PITCH TOWARD DRAINS. DECK WILL BE SEAL COATED W/ADA APPROVE MONSLIP COATING. ALL SHEETROCK MISSING DUE TO DRAIN REPAIR WILL BE REPLACED & PAINTED. IRON DRAIN GRATES GROUND FACILITY WILL BE REPLACED & NEW ADA APPROVED GRATES WILL BE INSTALLED FOR DIAMOND LAKE SCORING TOWERS 272-06-1474/54-13120	449,979.88	449,979.88

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State and Municipal sales, excise and other taxes
- Shipping charges prepaid by vendor
- Payment will be made on complete shipments only unless otherwise requested
- DELIVERY TICKET MUST ACCOMPANY GOODS
- No back orders - We will reorder if available
- Please make del-once between 8 AM and 4 PM
- All goods received with subsequent privilege to reject and return at Vendor's expense if defective or not in compliance with our specifications
- Vendor duty if necessary
- Payment Net 30 or according to contract

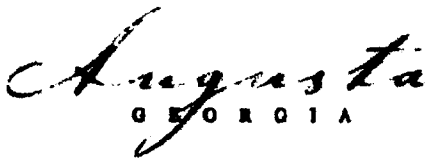
NET TOTAL..... 449,979.88

APPROVED FOR ISSUE

PROCUREMENT DIRECTOR

REQUISITIONER

Exhibit 13

**Central Services Department**

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Marie Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~
DATE: May 11, 2022
SUBJECT: Emergency Memo

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Diamond Lakes Regional Park relating to storm water drains and bathroom issues.

Diamond Lakes Regional Park has encountered several facility leaks related to the existing drainage system. These leaks have affected several areas to include, restrooms, concessions, mechanical and electrical rooms, and umpire areas. In order to have these facilities operational and safe for public use, the drainage system will be redirected, and flooring pitch for proper drainage.

Central Services will proceed with the attached quote by Horizon Construction & Associates, in the amount of \$449,979.88 (not to exceed the contingency amount of \$50,000.00) for the required repairs.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

Exhibit 13

PROPOSAL 1111-140

HORIZON CONSTRUCTION & ASSOCIATES
P.O. BOX 798
Evans, GA 30809

Tel: (706) 719-5000

Date: May 10, 2022

TO Central Services Department
 2760 Peach Orchard Road
 Augusta, Georgia 30906

JOB	CITY	PURCHASE ORDER NUMBER	DATE P.O ISSUED
4335 Windsor Spring	Hephzibah, Georgia		

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Scope of work to be as follow cap existing drain basket on second floor. Grind level and level existing deck. Raise deck to pitch toward outer edge of deck and cut hole through exterior wall to allow drainage into 4" gutters tying into down spouts. Deck pitch toward drains, Deck will be seal coated with ADA approve nonslip coating. All sheetrock missing due to drain repair will be repaired and painted. Iron drain grates around Facility will be replaced and new ADA approved grates will be installed.	2	\$ 224,989.94	\$ 449,979.88
TOTAL			\$ 449,979.88

Exhibit 13

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department

PURCHASING DEPARTMENT

REQUISITION

DEPARTMENT NUMBER 272-061474-5413120

REQUISITION

REQUISITION DATE 5/11/2022H

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

DEPARTMENT HEAD 

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			VENDOR	PHONE NUMBER	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
			Horizon Construction	706-719-5000				
1	Cap existing drain basket on second floor. Grind level	1				449,979.88		
2	and level existing deck. Raise deck to match toward							
3	center edge of deck and cut hole through exterior wall							
4	to allow drainage into 4" gutters twice into down spouts.							
5	Deck pitch toward drains. Deck will be seal coated with							
6	ADA approved nonslip coating. All obstructed missing							
7	due to drain repair will be replaced and refinished. Iron							
8	drain grates around facility will be replaced and new							
9	ADA approved grates will be installed							
10								
11	Emergency for Diamond Lake Seismic Towers							
12								
13	Funding Approved at the Executive Session on							
14	May 3, 2022							
15								
16								
17								
18								
19								
20								
21								
TOTAL BID						3449,979.88		
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Exhibit 13



Office of the City Administrator

Takiyah A. Douse
Interim City Administrator

May 3, 2022

Mr. Ron Lampkin
Central Services Interim Director
2760 Peach Orchard Road
Augusta, GA 30906

Dear Director Lampkin:

At the executive session held Tuesday, May 3, 2022, The Augusta, Georgia Commission took action on the following:

13. Approved the use of \$500,000 of ARP funds for the repairs needed to the Diamond Lakes Scoring Towers and received as information an update on the Fleming Park Tennis Center and Parks and Recreation Centers with lighting issues.

If you have any questions, please contact me.

In Service,

A handwritten signature in black ink, appearing to read "Takiyah A. Douse".

Takiyah A. Douse
Interim City Administrator

Exhibit 13

Ledger: GL
Report Date: 05-10-2022
Fund: 272 Capital Outlay

GL Budgets and Actuals with Encumbrances

Fiscal Year: 20
Fiscal Period: 6
Budget Version: PE

Object Description	Budget	Actual	Encumbrance	Balance
Org. Key: 272061474 Diamond Lake Regional Park				
Director: MCDOWELL				
Report To:				
5412110 Site Improvements	0.00	0.00	3,724.12	-3,72
5413120 Building Renovations	500,000.00	0.00	0.00	500,00
Revenue & Transfers In:	0.00	0.00	0.00	
Expenditure and Transfers Out:	500,000.00	0.00	3,724.12	496,2
Net:	-500,000.00	0.00	-3,724.12	-496,2
Grand Total (RV & TI) by Fund: 172	0.00	0.00	0.00	
Grand Total (XP & TO) by Fund: 172	500,000.00	0.00	3,724.12	496,2
Net:	-500,000.00	0.00	-3,724.12	-496,2

Timothy E. Schroer, CPA, CGMA 
Deputy Director - Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30601
✉ tschroer@augustaga.gov | W Office: (706) 821- 1741 | & Fax: (706) 821- 2520

From: LaQuona Sanderson <LSanderson@augustaga.gov>
Sent: Monday, May 9, 2022 4:46 PM
To: Timothy Schroer <TSchroer@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Ariene New <anew@augustaga.gov>
Subject: ARP Funds for Diamond Lakes Renovations
Importance: High

Tim,

Please see the attached quote and approval letter for the Diamond Lakes Renovations and provide the ARP account number for processing.

Feel free to contact me with any questions or concerns regarding this request.

Thank you,

LaQuona Sanderson



Public Services Committee

February 14, 2023

Minutes

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee meeting held on January 31, 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, January 31, 2023

1:00 PM

PUBLIC SERVICES**PRESENT**

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

1. New Location: A.N. 23-04: A request by Sharon Gittens for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Jamaica Way located at 2650 Tobacco Rd. There will be Sunday Sales. District 4. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

2. New Ownership: A.N. 23-05: A request by Upendra Brahmabhatt for a retail package Beer & Wine License to be used in connection with Avyan Investment, Inc located at 601 Bransford Rd. District 3 Super District 10.

Motion to refer this item to the full Commission with no recommendation.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

3. Motion to Approve the Daniel Field DBE Policy for 2023 Construction Project

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

4. Several artists who have participated in the previous iteration of the Augusta Sculpture Trail have chosen to donate their artwork to Augusta, Georgia and make it the permanent home of their sculptures. The artwork is:

- Tropical Dream by Roger Finch
- Popsicles by CR Gray LLC
- Unstoppable by Gus and Lina Ocamposilva
- Maestro by Larry Schueckler
- Forever Young by Larry Schueckler

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

5. Motion to approve entering into a lease agreement for Hickman Park with the Trust of Oakland Park as lessor.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

6. Motion to approve entering into an updated lease agreement for Eisenhower Park with the Augusta National Golf Club as lessee.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

7. Motion to approve the memorandum of understanding with Aiken-Augusta Swim League (ASL) for the usage of the Augusta Aquatic Center in 2023.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

8. Motion to approve the Planning Commission working on Sustainability & Design Standards for potential incorporation into the Zoning Ordinance.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

9. Update and review of current work progress on scoring towers at Diamond Lakes. Please discuss total costs spent since this project began in 2019 and the anticipated costs to be complete. Also discuss timeline for work being complete as well as when restrooms will once again be open. Attached documentation was sent to commission on Dec. 8, 2022. **(Requested by Commissioners Brandon Garrett and Alvin Mason)**

Motion to bring back to the committee in two weeks an update on the costs and additional work progress on the repairs to this facility.

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

Item 4.

10. Motion to approve the minutes of the Public Services Committee held on January 9, 2023.

Motion to approve.

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



Public Services Committee

February 14, 2023

Current Agreement/MOU with Augusta Rowing Club

Department:	Clerk of Commission
Presenter:	N/A
Caption:	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)
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

Nancy Morawski

From: Lena Bonner
Sent: Thursday, February 9, 2023 10:03 AM
To: Nancy Morawski
Subject: FW: Add to Committee meeting 2/14

Importance: High

Nancy please place these requests on the appropriate committee agendas.

Thanks.

*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 9, 2023 8:59 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Add to Committee meeting 2/14

Great Morning Ms. Bonner,

I hope your day is off to a great start.

I would like the following items added to the committee meeting schedule this upcoming Tuesday.
 Please feel free to call me if something should be worded differently

1. 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.
2. Update on Pendelton King Park
3. Discussion on standard mou for partnerships for new and exsisting community partners that would like to provide volunteer services for Augusta Richmond County.
4. Request for update from trasit on new buses being added to our fleet
5. Update on Grant writer position



Public Services Committee

February 14, 2023

Pendleton King Park

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Update on Pendleton King Park.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Nancy Morawski

From: Lena Bonner
Sent: Thursday, February 9, 2023 10:03 AM
To: Nancy Morawski
Subject: FW: Add to Committee meeting 2/14

Importance: High

Nancy please place these requests on the appropriate committee agendas.

Thanks.

*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 9, 2023 8:59 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Add to Committee meeting 2/14

Great Morning Ms. Bonner,

I hope your day is off to a great start.

I would like the following items added to the committee meeting schedule this upcoming Tuesday.
 Please feel free to call me if something should be worded differently

1. 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.
2. Update on Pendelton King Park
3. Discussion on standard mou for partnerships for new and exsisting community partners that would like to provide volunteer services for Augusta Richmond County.
4. Request for update from trasit on new buses being added to our fleet
5. Update on Grant writer position



Public Services Committee

February 14, 2023

New Transit Buses

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Request for update from Transit on new buses being added to our fleet. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Nancy Morawski

From: Lena Bonner
Sent: Thursday, February 9, 2023 10:03 AM
To: Nancy Morawski
Subject: FW: Add to Committee meeting 2/14

Importance: High

Nancy please place these requests on the appropriate committee agendas.

Thanks.

*Lena J. Bonner
 Clerk of Commission
 Office of the Clerk of Commission
 535 Telfair Street
 Augusta, GA 30901
 (706) 821-1820 - Office
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From: Commissioner Stacy Pulliam <SPulliam@augustaga.gov>
Sent: Thursday, February 9, 2023 8:59 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Add to Committee meeting 2/14

Great Morning Ms. Bonner,

I hope your day is off to a great start.

I would like the following items added to the committee meeting schedule this upcoming Tuesday.
 Please feel free to call me if something should be worded differently

1. 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.
2. Update on Pendelton King Park
3. Discussion on standard mou for partnerships for new and exsisting community partners that would like to provide volunteer services for Augusta Richmond County.
4. Request for update from trasit on new buses being added to our fleet
5. Update on Grant writer position



Public Services Committee

February 14, 2023

Codes and Nuisance Code

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Discuss our different codes and Nuisance Code to hold business/home owners more accountable and make our community safer. (Requested by Commissioner Sean Frantom)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Nancy Morawski

From: Lena Bonner
Sent: Thursday, February 9, 2023 10:04 AM
To: Nancy Morawski
Subject: FW: Agenda Item
Attachments: CFS and OIs 2022 for 3011 Washington Rd and 3021 Washington Rd.pdf; OCGA Nuisance 2023 update (1).docx; Occupation tax revocation.JPG
Importance: High

Please place these request on the appropriate committee agendas.

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From: Commissioner Sean Frantom <SFrantom@augustaga.gov>
Sent: Wednesday, February 8, 2023 9:19 PM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Carla Delaney <CDelaney@augustaga.gov>
Subject: Agenda Item

Ms. Bonner,

Please add the following agenda item with the attachments to the Public Services Agenda -

Discuss our different codes and Nuisance Code to hold business/home owners more accountable and make our community safer.

Thank you,

Sean

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

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RICHMOND COUNTY SHERIFF'S OFFICE
CRIMINAL INTELLIGENCE DIVISION
RCSOINTEL@AUGUSTAGA.GOV
PHONE: 706-550-5730
FAX: 706-261-0431



Calls for Service and Officer Initiated Calls for 3011 Washington Rd and 3021 Washington Rd.

3011 Washington Rd.	
Call Type	Total
CFS	124
>Choose Call Type<	1
Assault/Sex Assault	4
Disturbance/Noise	48
Domestic Violence	3
Drugs	7
Fraud/Deception	1
Harassment/Stalking/Threat	1
Indecency/Lewdness	1
Missing/Runaway	1
Suicidal Person/Attempted	2
Susp Per/Veh	8
Theft	16
Trespassing/Unwanted	10
Unknown	3
Welfare Check	1
Traffic Related Incident	17
OI	311
>Choose Call Type<	33
Area/Prem Check	192
Disturbance/Noise	6
Domestic Violence	1
Follow Up	6
Susp Per/Veh	53
Trespassing/Unwanted	3
TS	15
Traffic Related Incident	2
Total	435

3021 Washington Rd.	
Call Type	Total
CFS	70
Alarm Busn 2	1
Assault/Sex Assault 2	1
Damaged/Vandalism (Bravo)	1
Disturbance/Noise 2	10
Domestic Violence 2	7
Indecency/Lewdness 1	1
Mental Disorder 2	1
Missing/Runaway 1	1
Public Service 1	1
Robbery/Carjacking 3	1
Suicidal Person/Attempted 1	1
Susp Per/Veh	9
Supplemental 1	2
Theft 2	11
Traffic Related Incident	10
Trespassing/Unwanted 2	7
Unknown 2	4
Welfare Check	1
OI	105
>Choose Call Type<	9
Area/Prem Check	74
Follow Up	1
Suspicious/Wanted 2	1
Suspicious/Wanted 1	15
Traffic Related Incident	1
TS	3
Weapons/Firearms 2	1
Total	175



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Disclaimer:

This data reflects crimes as reported to the Richmond County Sheriff's Office as of the current date; occurring during the selected date range for the selected area. These crimes are based upon preliminary information supplied to the Richmond County Sheriff's Office by the reporting parties. All aspects of the data provided are susceptible to a degree of error due to the complexities of the process involved in compiling the data. The preliminary crime classification may be changed at a later date based upon additional investigation and there is always the possibility of mechanical or human error. Therefore, the Richmond County Sheriff's Office does not guarantee (either expressed or implied) the accuracy, completeness, timeliness, or correct sequencing of the information and should not be used for comparison purposes over time.

The Richmond County Sheriff's Office will not be responsible for any error or omission, or for the use of, or the results obtained from use of this information. In no event shall the Richmond County Sheriff's Office become liable to users of this data for any loss or damage arising from the use; operation or modification of the data.

Official Code of Georgia Annotated > TITLE 41 Nuisances (Chs. 1 — 3) > CHAPTER 2 Abatement of Nuisances Generally (§§ 41-2-1 — 41-2-17)

§ 41-2-5. Authorization and procedure for abatement of nuisances in cities and unincorporated areas of counties

TITLE 41 Nuisances > CHAPTER 2 Abatement of Nuisances Generally

41-2-7. Power of counties and municipalities to repair, close, or demolish unfit buildings or structures; health hazards on private property; properties affected.

(a) It is found and declared that in the counties and municipalities of this state there is the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation or for commercial, industrial, or business occupancy or use and not in compliance with the applicable state minimum standard codes as adopted by ordinance or operation of law or any optional building, fire, life safety, or other codes relative to the safe use of real property and real property improvements adopted by ordinance in the jurisdiction where the property is located; or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of this state; and that a public necessity exists for the repair, closing, or demolition of such dwellings, buildings, or structures. It is found and declared that in the counties and municipalities of this state where there is in existence a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people of this state and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation. Whenever the governing authority of any county or municipality of this state finds that there exist in such county or municipality dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of such county or municipality, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed, power is conferred upon such county or municipality to exercise its police power to repair, close, or demolish the aforesaid dwellings, buildings, or structures in the manner provided in this Code section and Code Sections 41-2-8 through 41-2-17.

(b) All the provisions of this Code section and Code Sections 41-2-8 through 41-2-17 including method and procedure may also be applied to private property where there exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity. A finding by any governmental health department, health officer, or building inspector that such property is a health or safety hazard shall constitute prima-facie evidence that said property is in violation of this Code section and Code Sections 41-2-8 through 41-2-17.

(c) The exercise of the powers conferred upon counties in this Code section and in Code Sections 41-2-8 through 41-2-17 shall be limited to properties located in the unincorporated areas of such counties. § 41-

2-7. Power of counties and municipalities to repair, close, or demolish unfit buildings or structures; health hazards on private property; properties affected

(a) It is found and declared that in the counties and municipalities of this state there is the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation or for commercial, industrial, or business occupancy or use and not in compliance with the applicable state minimum standard codes as adopted by ordinance or operation of law or any optional building, fire, life safety, or other codes relative to the safe use of real property and real property improvements adopted by ordinance in the jurisdiction where the property is located; or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of this state; and that a public necessity exists for the repair, closing, or demolition of such dwellings, buildings, or structures. It is found and declared that in the counties and municipalities of this state where there is in existence a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people of this state and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation. Whenever the governing authority of any county or municipality of this state finds that there exist in such county or municipality dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of such county or municipality, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed, power is conferred upon such county or municipality to exercise its police power to repair, close, or demolish the aforesaid dwellings, buildings, or structures in the manner provided in this Code section and Code Sections 41-2-8 through 41-2-17.

(b) All the provisions of this Code section and Code Sections 41-2-8 through 41-2-17 including method and procedure may also be applied to private property where there exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity. A finding by any governmental health department, health officer, or building inspector that such property is a health or safety hazard shall constitute prima-facie evidence that said property is in violation of this Code section and Code Sections 41-2-8 through 41-2-17.

(c) The exercise of the powers conferred upon counties in this Code section and in Code Sections 41-2-8 through 41-2-17 shall be limited to properties located in the unincorporated areas of such counties.

§ 41-2-8. Definitions for use in Code Sections 41-2-7 through 41-2-17

As used in Code Section 41-2-7, this Code section, and Code Sections 41-2-9 through 41-2-17, the term:

(1) "Applicable codes" means (A) any optional housing or abatement standard provided in Chapter 2 of Title 8 as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; (B) any fire or life safety code as provided for in Chapter 2 of Title 25; and (C) any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in

Chapter 2 of Title 8 after October 1, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(2) "Closing" means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(3) "Drug crime" means an act which is a violation of Article 2 of Chapter 13 of Title 16, known as the "Georgia Controlled Substances Act."

(4) "Dwellings, buildings, or structures" means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in Code Section 41-2-7, this Code section, and Code Sections 41-2-9 through 41-2-17, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(5) "Governing authority" means the board of commissioners or sole commissioner of a county or the council, board of commissioners, board of aldermen, or other legislative body charged with governing a municipality.

(6) "Interested parties" means:

(A) Owner;

(B) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(C) Those parties having filed a notice in accordance with Code Section 48-3-9;

(D) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the county courthouse or by the clerk of the court. Interested parties shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected; and

(E) Persons in possession of said property and premises.

(7) "Municipality" means any incorporated city within this state.

(8) "Owner" means the holder of the title in fee simple and every mortgagee of record.

(9) "Public authority" means any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of the municipality, county, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the county or municipality.

(10) **"Public officer"** means the officer or officers who are authorized by Code Section 41-2-7, this Code section, and Code Sections 41-2-9 through 41-2-17 and by ordinances adopted under Code Section 41-2-7, this Code section, and Code Sections 41-2-9 through 41-2-17 to exercise the powers prescribed by such ordinances or any agent of such officer or officers.

(11) "Repair" means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(12) "Resident" means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

§ 41-2-9. County or municipal ordinances relating to unfit buildings or structures

(a) In addition to any other remedies or enforcement mechanisms available, upon the adoption of an ordinance finding that dwelling, building, or structure conditions of the character described in Code Section 41-2-7 exist within a county or municipality, the governing body of such county or municipality is authorized to adopt ordinances relating to the dwellings, buildings, or structures within such county or municipality which are unfit for human habitation or commercial, industrial, or business uses and not in compliance with applicable codes, which are vacant and being used in connection with the commission of drug crimes, or which constitute an endangerment to the public health or safety as a result of unsanitary or unsafe conditions. Such ordinances shall include at least the following provisions:

(1) That it is the duty of the owner of every dwelling, building, structure, or property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the jurisdiction, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such codes or ordinances;

(2) That a public officer be designated or appointed to exercise the powers prescribed by the ordinances;

(3) That whenever a request is filed with the public officer by a public authority or by at least five residents of the municipality or by five residents of the unincorporated area of the county if the property in question is located in the unincorporated area of the county charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property. If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of

the complaint to be served on the interested parties for such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before a court of competent jurisdiction as determined by Code Section 41-2-5, at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing;

(4) That if, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(A) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or

(B) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this Code section, the court shall make its determination of "reasonable cost in relation to the present value of the dwelling, building, or structure" without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

(5) That, if the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Any time during

which such action is prohibited by a court order issued pursuant to Code Section 41-2-13 or any other equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action must commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful.";

(6) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials; and

(7) That the amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the county tax commissioner or municipal tax collector or city revenue officer, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(b)

(1) The lien provided for in paragraph (7) of subsection (a) of this Code section shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in the county where the real property is located and shall relate back to the date of the filing of the lis pendens notice required under subsection (c) of Code Section 41-2-12. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid.

(2) Upon final determination of costs, fees, and expenses incurred in accordance with this chapter, the public officer responsible for enforcement actions in accordance with this chapter shall transmit to the appropriate county tax commissioner or municipal tax collector or city revenue officer a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the public officer shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the appropriate county tax commissioner or municipal tax collector or city revenue officer, who is responsible or whose duties include the collection of municipal taxes, to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48; provided, however, that the limitation of Code Section 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. A county tax commissioner shall collect and enforce municipal liens imposed pursuant to this chapter in accordance with Code Section 48-5-359.1. The county tax commissioner or

municipal tax collector or city revenue officer shall remit the amount collected to the governing authority of the county or municipality whose lien is being collected.

(3) Enforcement of liens pursuant to this Code section may be initiated at any time following receipt by the county tax commissioner or municipal tax collector or city revenue officer of the final determination of costs in accordance with this chapter. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding pursuant to Code Section 48-4-78 for delinquent ad valorem taxes may include all amounts due under this chapter.

(4) The redemption amount in any enforcement proceeding pursuant to this Code section shall be the full amount of the costs as finally determined in accordance with this Code section together with interest, penalties, and costs incurred by the governing authority, county tax commissioner, municipal tax collector, or city revenue officer in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of Code Sections 48-4-80 and 48-4-81.

(c) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county or municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(d) Where the abatement action does not commence in the superior court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under Code Section 5-3-29.

(e) In addition to the procedures and remedies in this chapter, a governing authority may provide by ordinance that designated public officers may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this Code section.

(f) Nothing in this Code section shall be construed to impair or limit in any way the power of the county or municipality to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

§ 41-3-1. "Sexually related charges" defined; establishment, maintenance, or use of building, structure, or place for sexually related activities; evidence of nuisance

(a) As used in this Code section, the term "sexually related charges" means a violation of Code Section 16-5-46, 16-6-2, 16-6-8, 16-6-9, 16-6-10, 16-6-11, 16-6-12, 16-6-15, or 16-6-16 when:

(1) Returned in an indictment by a grand jury; or

(2) Filed as an accusation by a prosecuting attorney that results in a conviction, a plea of guilty under any first offender statute, a plea of nolo contendere, adjudication in an accountability court, or a dismissal as a result of successful completion of a pretrial diversion program.

(b) Whosoever shall knowingly erect, establish, continue, maintain, use, own, or lease any building, structure, or place for the purposes of sexually related charges shall be guilty of maintaining a nuisance;

and the building, structure, or place, and the ground itself in or upon which such sexually related charges occurred or were conducted, permitted, carried on, continued, or shall exist, and the furniture, fixtures, and other contents of such building or structure shall be deemed to be a nuisance and may be enjoined or otherwise abated as provided in this chapter.

(c) The occurrence of either of the following shall be prima-facie evidence of the nuisance and the existence thereof:

(1) A conviction, a plea of guilty under any first offender statute, a plea of nolo contendere, an adjudication in an accountability court, or a dismissal as a result of successful completion of a pretrial diversion program of the owner or operator of any building, structure, or place for any sexually related charges, based on conduct or an act or occurrence in or on the premises of such building, structure, or place; or

(2) When the prosecuting attorney of the county in which the property is located notifies the owner in writing of two or more unrelated incidents of sexually related charges occurring within a 24 month period preceding such notice and, after the receipt of such notice and within 24 months of the first of the incidents resulting in a sexually related charge which is the subject of such notice, another additional unrelated incident occurs which results in a sexually related charge.

(d) Any such sexually related charges which result directly from cooperation between the property owner or his or her agent and a law enforcement agency shall not be considered as evidence of a nuisance under this Code section.

(e) The provisions of this Code section are cumulative of any other remedies and shall not be construed to repeal any other existing remedies for sexually related nuisances.

§ 41-3-1.1. Substantial drug related activity upon real property; knowledge of owner; remedies cumulative

(a) As used in this Code section, the term:

(1) "Drug related charges" means a violation of Code Section 16-13-30 when:

(A) Returned in an indictment by a grand jury; or

(B) Filed as an accusation by a prosecuting attorney that results in a conviction, a plea of guilty under any first offender statute or conditional discharge pursuant to Code Section 16-13-2, a plea of nolo contendere, adjudication in an accountability court, or a dismissal as a result of successful completion of a pretrial diversion program.

(2) "Substantial drug related activity" means activity resulting in six or more unrelated incidents resulting in drug related charges involving violations occurring within a 24-month period on the same parcel of real property.

(b) Any owner of real property who has actual knowledge that substantial drug related activity is being conducted on such property shall be guilty of maintaining a nuisance, and such real property shall be deemed a nuisance and may be enjoined or otherwise abated as provided in this chapter.

(c) Prima-facie evidence of the nuisance and the existence thereof is established when the prosecuting attorney of the county in which the property is located notifies the owner in writing of three or more unrelated incidents occurring within a 24 month period which result in drug related charges and, after the receipt of such notice and within 24 months of the first of the incidents resulting in a drug related charge which is the subject of such notice, three or more additional unrelated incidents occur which result in drug related charges.

(d) Any such drug related charges which result directly from cooperation between the property owner or his or her agent and a law enforcement agency shall not be considered as evidence of a nuisance under this Code section.

(e) The provisions of this Code section are cumulative of any other remedies and shall not be construed to repeal any other existing remedies for drug related nuisances.

Any person who shall erect or continue after notice to abate a nuisance which tends to annoy the community, injure the health of the citizens in general, or corrupt the public morals shall be guilty of a misdemeanor.

§ 41-3-3. Dismissal of complaint filed by private citizen, substitution of district attorney or another private citizen for original complainant

If the complaint is filed by a private citizen, it shall not be dismissed except upon filing of a sworn statement by the complainant and his attorney setting forth the reasons why the action should be dismissed and upon approval of the dismissal by the district attorney in writing or in open court. If the court shall be of the opinion that the action ought not to be dismissed, it may direct the district attorney to maintain the action and, if the action is continued more than one term of court, any private citizen of the county or the district attorney may be substituted for the original complainant and directed to maintain the action.

§ 41-3-4. Notice of hearing upon application for temporary restraining order or interlocutory injunction

Notice shall be given to the defendant of the hearing of the application for a temporary restraining order or an interlocutory injunction as provided in Code Section 9-11-65.

§ 41-3-5. Procedure for trial of action generally; admissibility of evidence of general reputation of building, structure, or place

An action to enjoin a nuisance shall be triable as all other civil cases. In such action, evidence of the general reputation of the building, structure, or place shall be admissible for the purpose of proving the existence of such nuisance.

§ 41-3-7. Order of abatement generally; breaking and entering or using closed building, structure, or place; fees for removal, sale, or closure of property

(a) If the existence of a nuisance shall be established in an action as provided in this chapter, an order of abatement shall be entered as a part of the judgment in the case, which order shall direct the removal from the building, structure, or place of all fixtures, furniture, and chattels used in conducting the nuisance and shall direct the sale thereof in the manner provided for the sale of chattels under execution; provided, however, that if it shall appear to the judge that the furniture and chattels are owned by others than the occupants of the building, structure, or place, he may order the effectual closing of the building, structure, or place against its use for any purpose for a period of one year, unless sooner released.

(b) If any person shall break and enter or use a building, structure, or place directed to be closed, as provided in subsection (a) of this Code section, he shall be punished as for contempt.

(c) For removing and selling the movable property, the sheriff or other duly qualified levying officer of the court shall be entitled to charge and receive the same fees as he would for levying upon and selling like property on execution; and, for closing the premises and keeping them closed, a reasonable sum shall be allowed by the court.

§ 41-3-8. Disposition of proceeds of sale of personal property

The proceeds of the sale of the personal property, as provided in Code Section 41-3-7, shall be applied in payment of the cost of the action and abatement, and the balance, if any, shall be paid to the defendant.

§ 41-3-9. Suspension of abatement order and release of property; effect of release of property

(a) If the owner of the building, structure, or place ordered abated shall appear and pay all costs of the proceedings and file a bond with sureties to be approved by the clerk in the full value of the property, to be ascertained by the court, conditioned that he will immediately abate the nuisance and prevent the same from being established or kept within a period of one year thereafter, the court may, if satisfied of the good faith of the owner, order the building, structure, or place closed under the order of abatement to be delivered to said owner and the order of abatement suspended so far as it may relate to said property.

(b) The release of the property under subsection (a) of this Code section shall not release it from any judgment lien, penalty, or liability to which it may be subject by law.

§ 41-3-10. Issuance of permanent injunction; entry and enforcement of judgment; disposition of sums arising from enforcement of judgment

(a) Whenever a permanent injunction is issued against any person for maintaining a nuisance as described in Code Section 41-3-1 or against any owner of the building, structure, or place knowingly kept or used for the purposes prohibited by this chapter, the judge granting the injunction shall, at the

same time, enter judgment against the person, firm, or corporation owning said building, structure, or place in the sum of \$300.00; and said judgment shall be a special lien upon the premises complained of and the furniture and fixtures therein and shall as against the property rank from date with all other judgments or liens as provided by law.

(b) The judgment provided for in subsection (a) of this Code section shall issue in the name of the state and be enforced as other judgments in this state. The lien of the judgment upon the property used for the purpose of maintaining the nuisance shall not relieve the person maintaining the nuisance or the owner of the building, structure, or place from any of the other penalties provided by law.

(c) All sums arising from the enforcement of the judgment provided for in subsection (a) of this Code section shall be paid into the treasury of the county in which said judgment is entered and become part of the general funds of said county.

§ 41-3-11. Injunction binding throughout judicial circuit in which issued; violation of provisions of injunction deemed contempt

When an injunction is granted, it shall be binding on the defendant throughout the judicial circuit in which it is issued; and any violation of the provisions of the injunction shall be a contempt of court.

§ 41-3-12. Contempt proceedings; punishment for contempt of court

(a) In the event of the violation of any injunction granted under this chapter, the court may summarily try and punish the offender. The proceedings shall be commenced by filing with the clerk of the court an information, under oath, setting out the alleged facts constituting such violation, upon which the court or judge shall cause a warrant to be issued for the arrest of the offender. The trial may be had upon affidavits, or either party may demand the production and oral examination of witnesses.

(b) A party found guilty of violating the provisions of an injunction shall be punished as for contempt in the discretion of the judge.

§ 41-3-13. Abatement of nuisance by state courts and municipal courts of municipalities having population of 15,000 or more

In addition to the remedies provided for by Code Sections 41-3-2 through 41-3-12, state courts and the municipal courts of municipalities having a population of 15,000 or more according to the United States decennial census of 1970 or any future such census, when the nuisance exists within the corporate limits of such municipalities, shall have jurisdiction to hear and determine the question of the existence of the nuisance defined by Code Section 41-3-1 and, if found to exist, to order its abatement, which order shall be directed to and executed by the sheriff or marshal of any such court or his deputy.

and shall be open to public inspection; a copy shall be sent by mail or otherwise to the applicant. The Board shall, in every case, reach a decision without unreasonable or unnecessary delay.

Sec. 2-1-38. Right to deny, suspend, or revoke a business tax certificate.

(a) A Business Tax Certificate under this Chapter may be denied, suspended, or revoked if one (1) or more of the following exists:

- (1) The applicant or holder of the certificate has failed to obtain any paper or documents necessary in pursuance of its business as may be required by any office, agency or department of the county, state, or the United States under authority of any law, ordinance or resolution of the county, state or United States.
- (2) The applicant or holder of the certificate has supplied false information to the supervisor of the business license office.
- (3) The applicant or holder of the certificate **intends to violate or has violated any federal or state law, or local ordinance or any ordinance or resolution regulating such business or intends to violate any regulation made pursuant to authority granted for the purpose of regulating such business.**
- (4) The applicant or holder of the certificate has failed to pay any fee required under this chapter, has failed to make a return or pay a tax due to the tax commissioner, or has otherwise failed to comply with the provisions of this chapter.
- (5) The applicant or holder of the certificate during the twelve (12) months next preceding has engaged in misrepresentation of facts, whether through advertisement or through any form of direct communication, oral or written, which is intended to mislead the public or any party with whom the holder of the certificate deals in pursuance of the registered business. The term misrepresentation of fact as used herein shall embrace not only express misrepresentations, but also misrepresentations

arising by virtue of the conduct of the holder of this certificate, including acts of omissions. By way of illustration only, and without limiting the scope of this subsection, due cause as herein defined shall consist of any act or practice designated as unlawful in sections 393(b)(1) through (b)(29) of the Fair Business Practices Act found in O.C.G.A. § 10-1-390 et seq.

(b) Anything to the contrary notwithstanding, if a health certificate is required for the operation of the business, a conditional Business Tax Certificate may be issued for a period of sixty (60) days, so as to allow compliance with the rules and regulations of the county health department; however, the applicant may not commence operations of any food service establishment, as that term is defined by O.C.G.A. § 26-2-370, unless and until it receives a health permit from the county health department pursuant to O.C.G.A. § 26-2-371. Upon issuance of a valid health permit by the county health department, the conditional Business Tax Certificate shall automatically, by virtue of this subsection, be converted into an annual Business Tax Certificate under the terms of this chapter, effective as of the date of its issuance.

(c) The Commission shall provide notice and hearing before suspending or revoking any Business Tax Certificate.

(d) Where a Business Tax Certificate is revoked for cause by the Commission, no certificate shall be thereafter issued to such holder for a period of twelve (12) months from the date of said revocation to engage in the type of business for which said certificate was issued and revoked and shall not be issued to any person, firm or corporation or other entity which has an agent, employee, officer or stockholder of the firm whose certificate was revoked for cause employed in a position of management or control of operations of an integral part of its enterprise, or who aided and abetted in the violation of the law or other practices resulting in said revocation for cause of a Business Tax Certificate. The period of twelve (12) months shall run from the date of the revocation of the certificate of the firm or entity with whom such agent, employee, officer or stockholder was associated. A stockholder shall be



Public Services Committee Meeting

Meeting Date: January 31, 2023

Motion to approve the lease agreements for the 2023 - 2024 Sculpture Trail

Department:	Parks & Recreation Department
Presenter:	Brenda Durant, Executive Director - Greater Augusta Arts Council
Caption:	Motion to approve the lease agreements for art installations for the 2023 - 2024 Augusta Sculpture Trail.
Background:	The Greater Augusta Arts Council, after approval from the Augusta Commission, has initiated the second iteration of the Augusta Sculpture Trail. The agreements for temporary installation of the artists' artworks provide the framework for the art pieces on the Augusta Sculpture Trail.
Analysis:	The Sculpture Trail has been approved by the Augusta Commission.
Financial Impact:	The selected artists receive a stipend of \$3,000 per piece of art.
Alternatives:	<ol style="list-style-type: none"> 1. To approve entering into the agreements 2. To move to no action
Recommendation:	<ol style="list-style-type: none"> 1. To approve entering into the agreements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *CR Gray LLC*

Sculpture Title/Name: *Book Bench - A Novel Idea*

This agreement made this December 19, 2022 (date), for good and valuable consideration, by and between CR Gray LLC, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Book Bench - A Novel Idea that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$15000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

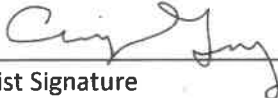
City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$15000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE



Artist Signature

Printed Name: Craig GrayAddress: 10 1st StreetKey West, FL 33040Email: craig@crgray.comPhone: 305-432-685612/19/2022

Date



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016



Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____ day of _____, 2023.

 Garnett L. Johnson, Mayor

City of Augusta, GA

Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Craig Gray, am the author of the following work of visual art, Book Bench - A Novel Idea which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.


12/19/2022

Artist's Signature Date

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *James E. Weitzel*

Sculpture Title/Name: *Rise*

This agreement made this 12/1/22 (date), for good and valuable consideration, by and between James E. Weitzel, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Rise that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$12000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$9600 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heirs, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE



Artist Signature

Printed Name: JAMES E. WEITZEL

Address: 185 BAXTER WAY

FOREST CITY, NC 28043

Email: WEITZELART@AOL.COM

Phone: 828-899-7000

12/1/22

Date



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016

December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
____ day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

EXHIBIT A	
Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, JAMES E. WEITZEL, am the author of the following work of visual art, Rise which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.



Artist's Signature

12/1/22

Date



Augusta Sculpture Trail 2023-2024

Downloaded by
Pax Bobrow

Wednesday, November 23rd 2022, 10:22am

Call ID: 2828939 Artist ID: 48069
Status: Accepted

Jim Weitzel

Contact

Partner	
Contact via	Cell Phone
Email	weitzelart@aol.com
Phone	828 8997000
Cell	828 8997000
Web Site	weitzelart.net
Mailing Address	185 Baxter Way Forest City NC USA 28043 6413

Custom Answers

Artist Certification- By checking this box, I affirm that I am the artist (or part of the artist team) who created the artwork being submitted for consideration in the Augusta Sculpture Trail. The artwork was created by me (or my team), and is my (our) original work of art.

I am the artist who created this sculpture

Sculpture Title/Description/InstallationAn artist may apply up to 5 times (for 5 separate pieces). Each application must be for one pre-existing sculpture only. We are not accepting works in progress, or plans for works. The review panel will be scoring individual pieces separately. Per sculpture application, please upload a document that is no longer than two pages, with the sculpture title, description, the media in which the sculpture was fabricated, date of creation, and its dimensions, weight, insurance valuation and sale price. Please include a description of how the work will be installed and attached to the cement base; e.g. with anchor bolts or similar devices. Note that all provided concrete bases will measure 4'x4'. Here's an easy checklist. 1-2 page document. Include the following:

Sculpture Title
Materials/Medium
Date of creation
DIMENSIONS: Height, Width, Depth,
Weight
Insurance Valuation
Sale Price
INSTALLATION: Describe how artwork will be installed and attached to base/pedestal. Describe any special installation requirements (equipment, bolts, etc.).

doc..docx

CV/Resume/Bio Submit a current resume or similar document (no more than two pages in PDF format) that highlights your profession accomplishments as a sculptor whose work has been displayed publicly.

Weitzel Jim Resume.docx

Professional References (2-3) Provide the contact information for references that have in-depth knowledge of your art and professional reliability.

References 2021.docx

Local Residence If you are a resident of the Central Savannah River Area, please upload a copy of your current, state-issued identification. Ten additional points (out of 100) will be given to residents of Richmond County, GA. Five additional points (out of 100) will be given to residents of the CSRA beyond Richmond County, GA.

Art Detail

Category	Statement
----------	-----------

Call ID: 2828939 Artist ID: 48069
Status: Accepted

Jim Weitzel (Continued)

My current series of sculptures that are Wings in various sizes all made of sculpted copper, with steel, wood and sometimes leather additions. They evoke thoughts of Angels along with bird references. Wings recall many different things to everyone but for me they have this angelic quality, this idea of flight and our desires to lift ourselves above the sphere of earth. Who does not remember dreams of flying and that sense of ultimate freedom? These are the things that I am trying to express with my wings.



Rise
Copper with Patina and
painted steel.
108" x 58" x 21"
Artwork for Sale: Yes
Price/Value: \$12000.00
2020



Rise
Copper with patina and
painted steel.
108" x 58" x 21"
Artwork for Sale: Yes
Price/Value: \$12000.00
2022



WEITART-01

MELINDA FLETCHER

Item 9.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. SEE Premium Trust PO Box 936981 Atlanta, GA 31193-6981	CONTACT NAME:	FAX (A/C, No): (704) 892-3266	
	PHONE (A/C, No, Ext): (704) 892-6411	E-MAIL ADDRESS:	
INSURED Weitzel Art Jim Weitzel DBA 185 Baxter Way Forest City, NC 28043	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto-Owners Insurance Company		18988
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate			35322855	4/10/2022	4/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35322855	4/10/2022	4/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Greater Augusta Arts Council and City of Augusta are additional insured's as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Greater Augusta Arts Council
City of Augusta Georgia
1301 Greene Street
Augusta, GA 30901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Aisling McDonald*

Sculpture Title/Name: *Oraiste agus Liath*

This agreement made this 12/1/2021 (date), for good and valuable consideration, by and between Aisling McDonald, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Oraiste agus Liath that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$19750
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$22000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE



Artist Signature

Printed Name: Aisling Millar McDonaldAddress: 4173 Kristin Dianne DrJacksonville, Florida 32224Email: Aisling@aislingmillar.comPhone: 904-566-899812/1/2022

Date

12/1/22



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016



Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
 ____ day of _____, 2023.

 Garnett L. Johnson, Mayor
 City of Augusta, GA
 Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Aisling Millar McDonald, am the author of the following work of visual art, Oraiste agus Liath which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.



Aisling Millar McDonald

12/1/22

12/1/2022

Artist's Signature

Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zinc Insurance 33519 Solon Rd Solon OH 44139	CONTACT NAME: Kelly Davis PHONE (A/C, Hg, Ext): (440) 526-2661 E-MAIL ADDRESS: hello@zincinsurance.com	FAX (A/C, No): (440) 546-1344
	INSURER(S) AFFORDING COVERAGE	
INSURED Aisling McDonald 4173 Kristin Dianne Dr Jacksonville, FL 32224-7573	INSURER A: Westfield Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	CWP405773	12/1/2022	10/1/2023	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property		CWP4057629	12/1/2022	10/1/2023	\$ 10,000 \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1/9/2023 - 12/31/2024
 4173 Kristin Dianne Dr
 Jacksonville, FL 32224-7573

Certificate Holder shall be included as an Additional Insured, including Waiver of Subrogation provisions, but only with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Greater Augusta Arts Council and City of Augusta, GA 1301 Greene Street Augusta, GA 30901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Gregory Johnson*

Sculpture Title/Name: *What's in the Queue*

This agreement made this Gregory Johnson (date), for good and valuable consideration, by and between Gregory Johnson, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled What's in the Queue that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$17000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$9500 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heirs, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Gregory Johnson

Artist Signature

Printed Name:

Gregory Johnson

Address:

1235 Sweetgrass Ct
Cumming GA 30041

Email:

gjhotmetal@bellsouth.net

Phone:

678-472-3949 c
770 887 1561 studio

Nov 26, 22

Date

Brenda Durant

Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016

December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
____ day of _____, 2023.

Garnett L. Johnson, Mayor

City of Augusta, GA

Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Gregory Johnson am the author of the following work of visual art, What's in the Queue which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Gregory Johnson Nov 26.22

Artist's Signature

Date

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Flaminio Antonio*

Sculpture Title/Name: *Ruthless*

This agreement made this 12-15-2022 (date), for good and valuable consideration, by and between Flaminio Antonio, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Ruthless that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$9500
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$15000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Flaminio Antonio

12-15-2022

Artist Signature

Date

Printed Name: Flaminio Antonio

Address: 11700 NW 18th place

Ocala FL 34482

Email: Flaminio Antonio 365@hotmail.com

Phone: 352 426 7666

Brenda Durant

1/4/2023

Brenda Durant, Executive Director

Date

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____ day of _____, 2023.

Garnett L. Johnson, Mayor

City of Augusta, GA

Augusta-Richmond County

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Flaminio Antonio, am the author of the following work of visual art, Ruthless which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Flaminio Antonio 12-15-2022

Artist's Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062				CONTACT NAME: ACT Program Support PHONE (A/C, No, Ext): (844)-520-6991 FAX (A/C, No): (801)-763-1374 E-MAIL ADDRESS: info@actinsurance.com			
INSURED Flaminio Antonio 11700 Northwest 18th Place Ocala FL 34482				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A : Great American Alliance Insurance Company		26832	
				INSURER B :			
				INSURER C :			
				INSURER D :			
				INSURER E :			
INSURER F :							

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	PLE860914-AA216943	12/15/2022	12/15/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
					ANIMAL BAILIEE	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>				COMBINED SINGLE LIMTY (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached
Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER

CANCELLATION

<p>City of Augusta, GA 1301 Greene Street Augusta, GA 30901</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Augusta, GA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Gustavo Ocampo, LLC*

Sculpture Title/Name: *Without Limits*

This agreement made this 11-24-2022 (date), for good and valuable consideration, by and between Gustavo Ocampo, LLC, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Without Limits that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$30000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$30000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE



Artist Signature

Printed Name: Gustavo Ocampo

Address: 109 South Bayview Blvd Suite C
Oldsmar, FL 34677

Email: GusLinaFineArt@hotmail.com

Phone: 727-804-2693

11-24-2022

Date



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016

December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____ day of _____, 2023.

Garnett L. Johnson, Mayor

City of Augusta, GA

Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Gustavo Ocampo, LLC, am the author of the following work of visual art, Without Limits which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.



Artist's Signature

11-24-2022

Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	<i>Opening and Celebration</i>
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	<i>Second and final stipend payment to Artists, \$1,500</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2022

Item 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C No, Ext): 844-412-5957 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GUSTAVO OCAMPO, LLC 3113 State Road 580, Lot 253 Safety Harbor, FL 34695	NAIC # 29424

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		37SBMZ12104-05	08/17/2022	08/17/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			37SBMZ12104-05	08/17/2022	08/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Augusta Richmond County Municipal Building 535 Telfair Street Augusta, GA 30901	2380007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Pat D. O'Connell</i>

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The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Black Lily Studio - Lee Bell*

Sculpture Title/Name: *Duet's Dance Herons in Conversation*

This agreement made this November 29, 2022 (date), for good and valuable consideration, by and between Black Lily Studio - Lee Bell, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Duet's Dance Herons in Conversation that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$20000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
 - a. If Artist cannot be present for artwork installation and/or uninstallation, Artist remains responsible for timely arrival of artwork, in an undamaged state, as well as any liability for intermediary representatives involved in the delivery or retrieval of artwork. *JB*
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$20000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heirs, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Lee Bell
 Artist Signature

Printed Name: Lee Bell

Address: 829 Ponderosa Pine Ln
Sarasota, FL, 34243

Email: Blacklilystudio@aol.com

Phone: 281-904-4113

11/29/2022
 Date

Brenda Durant

Brenda Durant, Executive Director
 Greater Augusta Arts Council, as Authorized Agent
 For the City of Augusta for the Augusta Sculpture Trail
 Project pursuant to that Memorandum of Understanding
 And approved Public Art Policy Dated November 15, 2016

December 7, 2022
 Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
 ____ day of _____, 2023.

 Garnett L. Johnson, Mayor
 City of Augusta, GA
 Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Lee Bell, am the author of the following work of visual art, Duet's Dance
Hérons in Conversation which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Lee Bell 11/29/2022

Artist's Signature

Date



BLACLIL-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)
11/29/2022
Item 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dick, Johnson & Jefferson, Insurance 1429 60th Avenue West Suite 200 Bradenton, FL 34207	CONTACT NAME: Reid Dick	
	PHONE (A/C, No, Ext): (941) 758-3861 E-MAIL ADDRESS: reid.dick@djjinc.com FAX (A/C, No): (941) 758-5947	
INSURED Lee Bell dba Black Lily Studio 829 Ponderosa Pine Ln Sarasota, FL 34243-1719	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Company	13056
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BOP1044149	2/8/2022	2/8/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Business Owners Poli			BOP1044149	2/8/2022	2/8/2023	BPP 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Augusta and The Greater Augusta Arts Council are covered as Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

City of Augusta and Greater Augusta Arts Council
1301 Green St
Augusta, GA 30901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Chris Plaisted*
Sculpture Title/Name: *Endeavour*

This agreement made this 11/24/22 (date), for good and valuable consideration, by and between Chris Plaisted, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Endeavour that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$9900
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$2000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE



Artist Signature

Printed Name: Chris PlaistedAddress: 100 Candlewood Lake Road North
New Milford, CT 06776Email: chrisplaisted@charter.netPhone: 203-731-402911/24/22

Date



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
 ____ day of _____, 2023.

 Garnett L. Johnson, Mayor
 City of Augusta, GA
 Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Chris Plaisted, am the author of the following work of visual art, Endeavour which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.



Artist's Signature



Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Zinc Insurance 33519 Solon Rd Solon OH 44139	CONTACT NAME: Kelly Davis	PHONE (A/C, No, Ext): (440) 526-2661	FAX (A/C, No): (440) 546-1344	
		E-MAIL ADDRESS: hello@zincinsurance.com			
INSURED	Chris Plaisted 100 Candlewood Lake Rd North New Milford, CT 06776	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Philadelphia Insurance			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2453135	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property		PHPK2453137	10/1/2022	10/1/2023	\$ 10,000 \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

100 Candlewood Lake Rd North
New Milford, CT 06776

CERTIFICATE HOLDER

CANCELLATION

Greater Augusta Arts Council and City of Augusta, GA
Greater Augusta Arts Council 1301 Greene Street
Augusta, GA 30901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: Gonz Jove

Sculpture Title/Name: Soccer Dude

This agreement made this 12-16-2022 (date), for good and valuable consideration, by and between Gonz Jove, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Soccer Dude that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$12000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.


City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$10000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.


Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heirs, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE


 Artist Signature
 Printed Name: GO NZ JOVE
 Address: 5352 PAGE BLVD
ST. LOUIS, MO. 63112
 Email: GO NZ W GO NZ JOVE . COM
 Phone: 314-457-3267

12-16-2022
 Date


 Brenda Durant, Executive Director
 Greater Augusta Arts Council, as Authorized Agent
 For the City of Augusta for the Augusta Sculpture Trail
 Project pursuant to that Memorandum of Understanding
 And approved Public Art Policy Dated November 15, 2016

1/5/2023
 Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
 ____ day of _____, 2023.

 Garnett L. Johnson, Mayor
 City of Augusta, GA
 Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, RONZ DUVE, am the author of the following work of visual art, Soccer Dude which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.


Artist's Signature

12-10-2022

Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500



CERTIFICATE OF LIABILITY INSURANCE

Item 9.

DATE (MM/DD/YYYY)

12/15/2022

PRODUCER William Winzerling ONE Source Insurance 9909 Manchester Road St. Louis, MO 63122	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Gonz Jove 5352 Page Blvd. St. Louis, MO 63112	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Crum & Forster Speciality Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Quote #CP1162445Q Policy #: TBD	1/10/2022	1/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Please call 314-984-5001 with questions pertaining to this certificate.

Physical location of sculpture: Augusta Sculpture Trail
1301 Greene Street
Augusta, GA 30901

CERTIFICATE HOLDER

ADDITIONAL INSURED:

CITY OF AUGUSTA, GA

GREATER AUGUSTA ART COUNCIL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
William C. Winzerling

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Charles Brouwer*

Sculpture Title/Name: *Hurrying Home*

This agreement made this Nov 28, 2022 (date), for good and valuable consideration, by and between Charles Brouwer, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Hurrying Home that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$7000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will 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: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$7000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

x Brouwer
 Artist Signature
 Printed Name: Charles Brouwer
 Address: 268 Akers Rd NW
Willis, VA 24380
 Email: cbrouwer@swva.net
 Phone: 540-250-2966

11/28/2022
 Date

Brenda Durant
 Brenda Durant, Executive Director
 Greater Augusta Arts Council, as Authorized Agent
 For the City of Augusta for the Augusta Sculpture Trail
 Project pursuant to that Memorandum of Understanding
 And approved Public Art Policy Dated November 15, 2016

December 7, 2022
 Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this
 ____ day of _____, 2023.

 Garnett L. Johnson, Mayor
 City of Augusta, GA
 Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Charles Browner, am the author of the following work of visual art, Hurrying Home which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Browner 11/28/22
Artist's Signature Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2022

Item 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BANKERS INSURANCE LLC/PHS 14731163 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CHARLES BROUWER 268 AKERS RD NW268 AKERS RD NW WILLIS VA 24380	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC# 29424

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		14 SBM AZ5765	09/23/2022	09/23/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			14 SBM AZ5765	09/23/2022	09/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			14 SBM AZ5765	09/23/2022	09/23/2023	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Greater Augusta Arts Council
City of Augusta, GA
1301 GREENE ST
AUGUSTA GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Public Services Committee

February 14, 2023

Augusta Rowing Club

Department:	Clerk of Commission
Presenter:	N/A
Caption:	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)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>Feb. 7, 2023</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Megan Buckalew (representing the Augusta Rowing Club)
 Address: 2224 Raven Dr. North Augusta, SC 29841
 Telephone Number: 304-421-1217
 Fax Number: _____
 E-Mail Address: mbuckalew35@gmail.com

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

Rowing programs and groups affected by current state
of the Boathouse Community Center. And future usage
and plans for the Boathouse Community Center.

Please send this request form to the following address:

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

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

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



Public Services Committee

February 14, 2023

Rowing Club Needs

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Discuss Rowing Club needs for waterfront/races. (Requested by Commissioner Williams)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Bobby Williams
Sent: Wednesday, February 8, 2023 11:08 AM
To: Lena Bonner
Subject: Rowing club

Please place on agenda :
Discuss Rowing Club needs for waterfront/ races...

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