



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, March 04, 2025
2:00 PM

INVOCATION

Bishop James Johnson, Pastor, Augusta Worship Center

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

DELEGATION(S)

- A. **Mr. Sean Mooney, President Irish American Heritage Society** regarding update on the 2025 St. Patrick's Day Parade from its organizers, the Irish American Heritage Society.

CONSENT AGENDA

(Items 1-20)

PUBLIC SERVICES

1. Motion to **approve** the **Airport Terminal Checkpoint Modernization Work Authorization #11 Construction Administration and Construction Closeout (CA/CO)** to Mead and Hunt in the amount of \$449,438.00. This item was approved by the Augusta Aviation Commission on January 30, 2025. **(Approved by Public Service Committee February 25, 2025)**
2. Motion to **approve** the **Airport Rental Car Concession Agreements to Alamo/National, Avis, Budget/Payless, Dollar/Thrifty, Enterprise, and Hertz.** These agreements were approved by the Augusta Aviation Commission on January 30, 2025. **(Approved by Public Service Committee February 25, 2025)**

ADMINISTRATIVE SERVICES

3. Motion to **approve** the purchase of two utility carts, at a total cost of \$26,986 from Mr. Golf Carts for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee February 25, 2025)**
4. Motion to **approve** utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of one Chevrolet Tahoe, at a total cost of \$62,821 from Hardy Chevrolet for the Richmond County District Attorney's Office. **(Approved by Administrative Services Committee February 25, 2025)**
5. Motion to **approve** the Augusta Regional Airport (AGS) – Establishment of a Senior Executive Service (SES) position to fulfill the role of Airport

Deputy Executive Director for the Augusta Regional Airport. The position was approved by the Augusta Aviation Commission on October 31, 2024. **(Approved by Administrative Services Committee February 25, 2025)**

- 6.** Motion to approve change order#1 - \$81,503.00 to purchase order P469373 to cover the costs of the installation of one (1) 600-amp 208VAC manual transfer switch for a portable power generator at E911 Emergency Services Department by Georgia Power. **(Approved by Administrative Services Committee February 25, 2025)**

As a companion item with the amendment of purchase order P469373, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$81,503.00 from the E911 Fund Balance to the 2025 E911 operating budget. The fund balance usage for the amendment of purchase order P469373 to include the manual transfer switch installation is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

ENGINEERING SERVICES

- 7.** Motion to award Bid Item 24-238 for Instrumentation to the Lowest Bidders – FLW Southeast, Inc. and Hydrocal **(Approved by Engineering Services Committee February 25, 2025)**
- 8.** Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing. **(Approved by Engineering Services Committee February 25, 2025)**
- 9.** Motion to increase the funding for approved RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for Utilities Department (AUD) in the amount of \$6,000,000.00. **(Approved by Engineering Services Committee February 25, 2025)**
- 10.** Motion to **approve** the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement. **(Approved by Engineering Services Committee February 25, 2025)**
- 11.** Motion **approve** supplemental funding to Cranston Engineering in the amount of \$28,550.00 for the James Brown Blvd. Streetscape Project (PI 0013707)-Phase III (Twiggs to Laney Walker) Phase III Improvements Construction Phase Services (CEI). AE / RFQ 16-216 **(Approved by Engineering Services Committee February 25, 2025)**
- 12.** Motion to **approve** Emergency Procurement of Midco Diving and Marine Services, Inc. **(Approved by Engineering Services Committee February 25, 2025)**
- 13.** Motion to **approve** a community partnership to provide 50% of funding with the City of Augusta supplementing 50% to refurbish the landscaping and trees within the gateway of Wheeler Road from I-20 through the Bobby Jones corridor. **(Approved by Engineering Services Committee February 25, 2025)**

PUBLIC SAFETY

- 14.** Motion to **approve** the purchase of one (1) Pierce Custom Mid Mount Tower Aerial Truck, one (1)Pierce Custom 107' Straight Stick Aerial Truck, and one (1)Pierce Saber Pumper with funding from the Augusta Fire Department Fund Balance using the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract. **(Approved by Public Safety Committee February 25, 2025)**

- 15.** Motion to **approve** The Lease of Old Fire Station 19, located on Sand Bar Ferry Rd, to The East Augusta Brotherhood Association and to authorize the mayor to sign all appropriate documents. **(Approved by Public Safety Committee February 25, 2025)**
- 16.** Motion to **award** RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan and authorize the mayor to sign all appropriate documentation. **Approved by Public Safety Committee February 25, 2025)**
- 17.** Motion to **approve** renewal of existing telephone and Internet Service Provider (ISP) Contracts. **Approved by Public Safety Committee February 25, 2025)**
- 18.** Motion to **approve** entering into a MOU with Freedom's Path at Augusta III and VA Augusta Health Care System. **Approved by Public Safety Committee February 25, 2025)**

PETITIONS AND COMMUNICATIONS

- 19.** Motion to **approve** the minutes of the February 4, 2025 Commission Meeting.

FINANCE

- 20.** Motion to **approve** having Administration work with the Engineering Department and bring back a plan for Reynolds and Ellis Streets becoming one way with time parking on Broad Street in 30-days. **(Approved by Finance Committee February 25, 2025)**

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 21-27)

PUBLIC SERVICES

- 21.** Discuss cleaning up the city, regarding signs in medians, telephone poles in right-a-ways, traffic signs, grocery carts, trash, etc. **(Requested by Commissioner Catherine Rice)**

ADMINISTRATIVE SERVICES

- 22.** Schedule a workshop date to discuss updating and revamping the Historical Preservation (HPC) Ordinance. **(Requested by Commissioner Catherine Rice)**

ENGINEERING SERVICES

- 23.** Update from ISM on storm debris pickup. **(Requested by Commissioner Alvin Mason)**

FINANCE

- 24.** Update on the Parks and Recreation Department Audit. **(Requested by Commissioner Catherine Rice)**

APPOINTMENT(S)

25. Consider one of the following recommendations from the Augusta-Richmond County Legislative Delegation for Chairperson of the Richmond County Sheriff's Merit Board. **1) Eric Adams 2) Charlie Byrd 3) Lidia Harris**

PETITIONS AND COMMUNICATIONS

26. Motion to **declare** and announce the appointees selected via the Mayor and Commission to serve on the Augusta-Richmond County Charter Review Committee. **(Requested by Mayor Garnett Johnson)**

LEGAL MEETING

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



Commission Meeting

March 4, 2025

2025 St. Patrick's Day Parade

Department:	N/A
Presenter:	N/A
Caption:	Mr. Sean Mooney, President Irish American Heritage Society regarding update on the 2025 St. Patrick's Day Parade from its organizers, the Irish American Heritage Society.
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.Service.Committee.Meeting

Meeting Date: 2/11/2025

Airport Terminal Checkpoint Modernization-Work Authorization #11 (CA/CO)

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve the Airport Terminal Checkpoint Modernization Work Authorization #11 Construction Administration and Construction Closeout (CA/CO) to Mead and Hunt in the amount of \$449,438.00. This item was approved by the Augusta Aviation Commission on January 30, 2025.
Background:	<p>Upon completion of design documents, the bidding process for construction contractors was started in the fall of 2024. Bids were received, opened, and publicly read aloud on December 06, 2024. Five bids for construction were received. The low responsive bid was determined to be provided by Contract Management, Inc. (Contractor) for a total contract price of \$5,706,278.00.</p> <p>The scope of services to be performed by Mead & Hunt, Inc. includes all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Terminal Checkpoint Modernization.</p>
Analysis:	<p>The construction phase services contract is based on a 365-calendar day construction period.</p> <p>For Federal projects where fees exceed \$100,000, an Independent Fee Estimate (IFE) is required for Federal participation. This proposal is contingent upon the results of an IFE. An IFE is required to determine that the proposed fee requested for the project is within the bounds (within 10%) of the requested scope. The Airport has reached out to a consultant to conduct the IFE.</p> <p>It is hereby requested that the Aviation Commission approve this Work Authorization #11, for a Lump Sum Fee totaling \$449,438.00.</p>
Financial Impact:	This Work Authorization is proposed to be 95% funded via a Federal Airport Infrastructure Grant (AIG) in the amount of \$426,966.10. The remaining

amount, \$22,471.90 will be funded by Augusta Regional Airport General Funds.

Item 1.

Construction of the project will be funded by a Federal BIL Airport Terminal Program (ATP) grant, in the amount of \$4,000,000.00 and by a Federal Airport Infrastructure Grant (AIG), in the amount of \$553,609.84 and the remaining amount \$1,152,668.16 by Airport General Funds in fiscal years 2025 and 2026.

Alternatives: N/A

Recommendation: Approve the **Airport Terminal Checkpoint Modernization Work Authorization #11 Construction Administration and Construction Closeout (CA/CO)** to Mead and Hunt in the amount of \$449,438.00.

Funds are available in the following accounts: 551081301-5413120

REVIEWED AND APPROVED BY: N/A

WORK AUTHORIZATION #11 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN: Augusta Regional Airport (AGS) (AIRPORT)
Augusta, Georgia

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

DATE PREPARED: January 27, 2025

RECITALS

This is the eleventh (11th) Work Authorization to the Professional Services Agreement dated effective October 17, 2023, between the Augusta Aviation Commission (AIRPORT) and Mead & Hunt, Inc. (CONSULTANT), referred to herein as the Contract.

This Work Authorization # 11 is hereby effective as of _____, 2025.

AGREEMENT

Services to be Provided. Work Authorization #11 includes all work, services, materials, equipment, and supplies necessary to provide Construction Administration, Construction Observation, Resident Project Representative, and Testing Services for the Terminal Checkpoint Modernization project ("Project"). Detailed Scope of the Work is provided in Attachment A. Augusta Regional Airport (AGS) previously tasked Mead & Hunt to design an expansion of the existing terminal and provide for the future installation of an expanded four-lane passenger security screening checkpoint (SSCP), in accordance with Transportation Security Administration (TSA) standards. Design of the project began in September 2023 and was funded through an FAA AIG Grant. The Project Bid Documents have been prepared and bids received for construction. The construction contract amount for this project is \$5,706,278.00.

The services will be provided on a lump sum basis billed on a percentage complete basis by task. A breakdown of the fee is included in Attachment B. Progress payments shall be made in accordance with the Contract.

	Consideration for Professional Services	Contract Length	Invoice Method
Construction Administration / Construction Observation (CA/CO) Services for the Terminal Checkpoint Modernization	\$ 314,438.00	365 days	Lump Sum
Additional Services RPR and Testing	\$135,000.00	365 days	Lump Sum

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK AUTHORIZATION including any attachments shall incorporate this document as part of the CONTRACT between the AIRPORT and the CONSULTANT dated October 17, 2023. All work and services defined in this WORK AUTHORIZATION shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the AIRPORT and CONSULTANT.

AUGUSTA AVIATION COMMISSION

MEAD & HUNT, INC.

By: _____

By: _____

Name: Dan Troutman

Name: Terry Helms, AIA

Title: Aviation Commission Chairman

Title: Vice-President

Date: _____

Date: _____

Attest:

By: _____

Name: _____

Title: AGS Administration Manager

Date: _____

ATTACHMENT A
SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION/CLOSEOUT (CA/CO) SERVICES
FOR
TERMINAL CHECKPOINT MODERNIZATION
AUGUSTA REGIONAL AIRPORT (AGS)
AUGUSTA, GA

This document includes the scope of services to be completed by Mead & Hunt, Inc. ('CONSULTANT') for the proposed Terminal Checkpoint Modernization Project ('PROJECT') at the Augusta Regional Airport ('OWNER/AIRPORT').

Project Description:

The Project is to expand the existing terminal passenger screening area and provide for the future installation of an expanded four-lane passenger security screening checkpoint (SSCP) in accordance with Transportation Security Administration (TSA) standards. The Project is intended to bring the checkpoint into compliance with TSA standards for space and equipment. The contract documents serving as the basis of this proposal are:

1. Contract between Augusta, Georgia (Owner) and Contract Management, Inc. (Contractor) based upon Contractor bid submitted December 6, 2024, with a total contract price of \$5,706,278.00.
2. Checkpoint Modernization Issued for Construction set dated 01/10/2025, as prepared by Mead & Hunt, Inc.

This Scope of Services includes administration of the contract for construction between the Owner and the general contractor (Contractor) for construction of the Project. The Consultant will provide observation of construction for conformance with the construction documents, as outlined below, and in accordance with Paragraph 2.3 of the Master Contract, dated October 17, 2023. Consultant team is not responsible for means, methods, construction site safety, and techniques employed by the Contractor.

Task 1. Project Management

1. Monthly review and accounting for subconsultant invoicing.
2. Review of project time, labor, and expense costs against progress of the Project.
3. Monthly Project invoicing and accounting and invoicing to Owner.
4. Organize Project information.
5. Manage and coordinate staff assignments.

Task 2. Construction Administration Phase Services:

1. General communication with the Owner, Contractor, and other stakeholders, during construction of the Project.
 - a. Contractor communication – assume 4 hours per week.
 - b. Owner/TSA communication – assume 4 hours per week.
 - c. TSA communication – assume 1 hour per week.
2. Prepare a conformed set of Issued for Construction Documents based upon the Bid Documents, Addenda and AHJ required changes.
3. Attend and lead one pre-construction conference on-site.

- a. Prepare meeting summary and distribute.
 - b. Attendance by:
 - i. Project Manager
 - ii. Project Architect
 - iii. Mechanical Engineer
 - iv. Electrical Engineer
 - v. Civil Engineer
 - vi. Resident Project Representative (RPR).
 - c. Assumption is City of Augusta required pre-construction meeting will occur at the same time.
4. Review Contractor provided construction schedule and review contractor provided monthly updates to their construction schedule.
 5. Review Contractor provided submittal schedule and review contractor provided monthly updates to submittal status. Maintain internal log indicating status of submittals.
 6. Review Contractor provided schedule of values and provide comment. Review final schedule of values acceptable to all parties for use with monthly Applications for Payment.
 7. Review submittals and shop drawings for conformance with the intent of the construction documents. Submittals are to conform to the number of specification sections (approximately 120 technical specification sections) and Consultant will limit reviews to 1 initial review and 1 re-submittal for each submittal. Consultant reserves the right to request additional time and/or fee in the event of additional or excessive submittals by Contractor.
 8. Review and respond to Contractor questions and coordination of the work of the Project.
 - a. Review, process, and respond to Requests for Information (RFI's). Assume 25 RFI's.
 - b. Review, process, and respond to Substitution Requests. Assume 2 requests.
 - c. Issue Supplemental Information and Requests for Change Proposals. Assume 5 RFCEP's.
 - d. Review, process, and respond to Contractor provided Proposed Change Orders (PCO's). Assume 5 PCO's.
 - e. Review, process and respond to Change Orders (CO's) for incorporation into the contract for construction. Assume multiple requests are combined into no more than 3 CO's.
 - f. Maintain a log of these items.
 - g. Consultant reserves the right to request additional time and/or fee in the event of additional or excessive submittals by Contractor.
 9. Review contractor monthly applications for payment and make recommend to Owner on payment.
 - a. Assume 12 monthly pay apps.
 10. Attend once-monthly Contractor led on-site construction progress review (OAC) meetings, in conjunction with review of Contractor's Application for Payment.
 - a. Contractor to prepare and distribute meeting summary.
 - b. Make recommendation to Owner on progress of work complete and ready for payment.
 - c. Observe progress of construction and prepare field reports documenting observations.
 - d. Assume a total 10 once-monthly visits. Attendance by:
 - i. Project Manager
 - ii. Project Architect
 - iii. Civil Engineer
 - iv. RPR
 11. Building engineering discipline leads will make periodic site visits at intervals appropriate to the progress of the work of their systems and components.

- a. Assume visits correspond approximately with below slab, rough-in and above-ceiling. Schedule for visits will be determined as appropriate to installation of systems. Visits will be staggered at appropriate times per discipline.
 - b. Observe progress of construction and prepare field reports documenting observations.
 - c. Structural Engineer – 2 site visits
 - d. Interior Designer – 1 site visits
 - e. Technology Engineer – 2 site visits
 - f. Mechanical Engineer – 3 site visits
 - g. Plumbing/Fire Protection Engineer – 1 site visits
 - h. Electrical Engineer – 3 site visits.
12. Participate in weekly Contractor led teleconference progress review (OAC) meeting.
- a. Calls are expected to occur every week for the duration of the Project.
 - b. Call shall be 1 hour in duration. Contractor to prepare and distribute meeting summary. Assume 40 calls.
 - c. Attendance by Project Manager, Project Architect, Civil Engineer, RPR as well as engineer(s) for structural, interiors, technology, mechanical, plumbing/fire protection, and electrical.
13. Attend (1) substantial completion inspection, upon notice by Contractor that the work is substantially complete and ready for inspection.
- a. Annotate Contractor-provided punch list of work found not substantially complete.
 - b. Attendance by:
 - i. Project Architect
 - ii. Civil Engineer
 - iii. Interior Designer
 - iv. Technology Engineer
 - v. Mechanical/Plumbing Engineer
 - vi. Electrical Engineer
 - c. Consultant reserves the right to request additional time and/or fee in the event the work is determined not to be substantially complete and additional substantial completion inspections required.
14. Provide Certificate of Project Substantial Completion.

Task 3. Project Closeout/Post Construction Phase Services:

- 1. Approximately 30 days following substantial completion, attend (1) final completion inspection, upon notice by Contractor that the work is final complete and ready for inspection.
 - a. Review completion of work identified on the substantial punch list and provide final listing of incomplete or deficient work.
 - a. Attendance by:
 - i. Project Architect
 - ii. Civil Engineer
 - iii. Technology Engineer
 - iv. Electrical Engineer
- 2. Coordinate Project close-out. Consultant will:
 - a. Provide updated electronic CAD as-built record drawings in PDF format to the Owner. Drawings will be based upon approved Contractor supplied redlined as-builts and change

orders incorporated into the Project. Consultant will NOT perform an on-site verification survey of as-built conditions.

- b. Provide scanned PDF copy of all approved applications for payment, shop drawings, submittals, O&M manuals, and warranty documents, as provided by the Contractor during construction.
- c. Once Contractor has completed work to the satisfaction of the Owner, prepare and provide a Certificate of Project Final Completion.
- d. Provide final Project closeout report indicating summary of Project work, punchlist and final completion list, Project costs and change orders, Certifications, etc. and assist Owner with grant closeout.

Task 4. Special Services Include:

1. Provide additional on-site Resident Project Representation (RPR) services to assist Architect and Owner in Project oversight. Assist general contractor with notification to special inspection and testing company.
 - a. Basis of proposal is two full days per week, total 12 hours per week.
 - b. Includes travel and expenses.
2. Provide code required special inspection and material testing services during construction of the Project. These services are passed through our contract and separate from obligation to the Project's contractor for construction.

Meetings/Travel (as noted above):

1. Numbers of visits as indicated in the scope above.
2. Expenses to include travel costs, per diem, food and lodging as appropriate.

Owner Responsibilities:

The Owner shall be responsible to provide the following information and activities:

- Provide access to the Project site and assist with locating any known utilities.
- Provide a single point of contact to review all documents and make decisions.
- Provide coordination regarding construction safety and phasing plan reviews and Project scheduling with airport tenants and FAA.
- Perform any wage rate interviews and receive certified payroll.

Services Excluded from the Scope of this Project:

The following items and tasks are excluded from this agreement. These services may be provided, if requested by the Owner, under an amendment or other contract and additional compensation may be requested.

1. Design phases services.
2. Re-Design services, in the event of lack of funding, contractor pricing, bids and change costs exceeding Project budget, changes in Owner or Tenant direction, or proposed changes by the contractor or other issues.
3. Value Engineering, and Contractor negotiations after bidding.
4. Design of terminal building areas and systems beyond the identified area of work.
5. Re-design, seismic, or major modifications to existing structural system outside of the area of work. It is assumed that the existing structural systems will be verified to be compliant with current building codes. Any structural deficiencies that may be discovered are NOT included.
6. Furniture procurement and installation services.
7. Printing and distribution of documents for bidding or for construction use by the Contractor, other than as noted in the scope. Work product provided will be electronic, typically PDF or Revit.
8. Fees and services related to AHJ review, planning department, other agency, or utility review beyond those completed during prior phases.
9. Permitting services or fees other than those specifically noted.
10. Submittals or presentations to local groups, agencies, stake holders.
11. Utility company fees for service(s), impact fees, use fees, etc.
12. Review and coordination of tenant or Owner provided fixtures, furnishings, or equipment.
13. Tenant-owned or operated technology systems beyond data connectivity using Airport-owned infrastructure.
14. Design of new head-end security, fire alarm, or other Technology systems equipment.
15. Design of new head-end fire protection equipment.
16. Services for LEED certification, Green Globes, other similar programs, commissioning, detailed energy modeling or detailed life-cycle cost analysis.
17. Wetland mitigation.
18. NPDES and stormwater reporting.
19. Hazardous materials investigation or mitigation efforts. If hazardous materials are found in the work, the Owner shall contract separately to mitigate and/or have them removed.
20. Part 77 Analysis, ALP/AGIS updates, ATCT line-of-sight studies, or other similar updates and submittals.
21. Attendance for a one-year post-construction inspection, following completion of the work.
22. Agreement to assignment of rights and duties to a third party without consent. For example, M&H will not agree to sign a document from the Owner's lender that could assign the rights and duties of M&H to the Owner's lender.

Project Schedule

Services in this phase of the work are based upon the anticipated construction schedule of 365 consecutive calendar days, beginning from receipt of Contractor's Notice to Proceed (NTP) through to final completion. With exception of a one-year warranty follow-up inspection, services under this work authorization shall extend no more than 30 days following the original schedule for completion of the Project. Additional services requested outside of this proposal may require additional time and/or compensation.

- Assumed Contractor Notice to Proceed February 03, 2025
- Construction Substantial Completion 335 calendar days – January 04, 2026
- Final Completion/Closeout 30 calendar days – February 03, 2026

Compensation

The work described in this proposal of services will be performed on a lump-sum basis, including Consultants. Additional services requested outside of this proposal may require additional time and/or compensation. Consultant will be compensated as follows.

- Lump sum cost to provide construction administration and close-out phase services is **\$414,438.00** including subconsultants and expenses.
- Lump sum cost to provide additional and special services including RPR, special inspections and material testing is **\$135,000.00** including subconsultants and expenses.

Mead & Hunt will utilize the following team for the work of this Project:

- Mead & Hunt (Project Management, Civil, Interior Design, Electrical, Technology)
- MBJ (Structural)
- PFA Engineering (Mechanical, Plumbing/Fire Protection)
- To be determined (Special Inspections)
- Aulick Engineering (RPR) – certified DBE firm

END OF ATTACHMENT A

ATTACHMENT B
FEE DETAIL
CONSTRUCTION ADMINISTRATION/CLOSEOUT (CA/CO) SERVICES
FOR
TERMINAL CHECKPOINT MODERNIZATION
AUGUSTA REGIONAL AIRPORT (AGS)
AUGUSTA, GA

AIRPORT:
PROJECT DESCRIPTION:
MEAD & HUNT PROJECT NUMBER:

Augusta Regional Airport
Checkpoint Modernization CA/CO Services
0119700-231215.02

DATE: 1/20/2024
BY: Robert Moore
DURATION: 52 weeks

MEAD & HUNT

SERVICES

LABOR CLASSIFICATION	
TASK	RATE
Project Management	
Setup project and IFE response	
Monthly Subconsultant Invoicing and Accounting	
Monthly Owner Invoicing and Accounting	
Monthly Project Review	
Organize Project Information	
Develop Work Plan	
Manage and Coordinate Staff Assignments	

PRINCIPAL IN CHARGE \$265.00	PROJECT MANAGER \$225.00	PROJECT ARCHITECT \$189.00	STRUCT ENGINEER \$158.00	CIVIL ENGINEER \$158.00	MECH / FP ENGINEER \$158.00	INTERIOR DESIGNER \$158.00	TECHNOLGY ENGINEER \$158.00	ELECT ENGINEER \$158.00	CADD TECHS \$118.00	CLERICAL \$79.00	TASK TOTAL
1	4									4	9
	6									4	10
	6									4	10
	6										6
	1	1							2	2	6
	1										1
	6										6
											0
1	30	1	0	0	0	0	0	0	2	14	48

Construction Administration Phase Services (48 weeks)

Contractor Communication (4 hrs/wk)
Owner Communication (4 hrs/wk)
TSA Communication (1 hrs/wk)
Prepare Issued For Construction Documents
Attend (1) Pre-Construction Conference (6 persons)
Prepare Meeting Summary
Review Construction Schedule/Monthly Updates
Review Submittal Schedule/Monthly Updates
Review Initial Schedule of Values
Maintain Logs
Review Submittals and Shop Drawings (120 sections)
Respond to Contractor RFIs (assume 25)
Respond to Contractor Substitution Requests (2)
Issue Supplemental Information/RFCP's (assume 5)
Respond to Contractor PCOs (5)
Prepare Change Orders (3)
Review and Recommendation Monthly Pay Apps (12)
Attend (10) Once Monthly OAC Meetings (4 persons)
Prepare (10) field observation reports
Engineering Site Observations Visits/Field Reports
Structural (2 visits)
Interiors (1 visit)
Technology (2 visits)
Mechanical (3 visits)
Plumbing/Fire Protection (1 visit)
Electrical (3 visits)
Participate in (40) Weekly 1 hr. OAC Teleconference Mtgs
Attend (1) Substantial Completion Inspection (6 persons)
Review and Annotate Punchlist
Prepare Certificate of Substantial Completion

	48	144								48	240
	48	144									192
		48									48
		4							8		12
	4	4		4							12
		1								1	2
	1	6									7
	1	6									7
	1	1									2
										12	12
		120		24		24	24			60	252
		25		4		4	4		4	25	66
		4								2	6
		10		2		2	2		10	2	28
	5	5								2	12
	3	3								2	8
	6	6									12
	10	10		10							30
		10								10	20
											0
											0
						12					12
							24				24
											0
											0
											0
	40	40		40		4	8				132
		8		8		12	12				40
		4		2		2	4			4	16
	1	1									2
											0
0	168	604	0	94	0	60	78	0	22	168	1,194

AIRPORT:

PROJECT DESCRIPTION:

MEAD & HUNT PROJECT NUMBER:

Augusta Regional Airport

Checkpoint Modernization CA/CO Services

0119700-231215.02

DATE:

BY:

DURATION:

1/20/2024

Robert Moore

52 weeks

MEAD & HUNT

SERVICES

LABOR CLASSIFICATION		PRINCIPAL	PROJECT	PROJECT	STRUCT	CIVIL	MECH / FP	INTERIOR	TECHNOLGY	ELECT	CADD	CLERICAL	TASK
TASK		IN CHARGE	MANAGER	ARCHITECT	ENGINEER	ENGINEER	ENGINEER	DESIGNER	ENGINEER	ENGINEER	TECHS		TOTAL
RATE		\$265.00	\$225.00	\$189.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$118.00	\$79.00	
Closeout Phase (4 weeks)													
Attend Final Completion Inspection (4 persons)				8		8			12				28
Finalize Punchlist				4		2		2	2				10
Provide CAD As-Built Files				2		2		1	2		12		19
Provide Closeout Documentation			2	4		4						4	14
Prepare Final Closeout Paperwork			4			4						2	10
Prepare Engineers Closeout Report				2		2						2	6
													0
		0	6	20	0	22	0	3	16	0	12	8	87

AIRPORT:
PROJECT DESCRIPTION:
MEAD & HUNT PROJECT NUMBER:

Augusta Regional Airport
Checkpoint Modernization CA/CO Services
0119700-231215.02

DATE:
BY:
DURATION:

1/20/2024
Robert Moore
52 weeks

MEAD & HUNT

SERVICES

LABOR CLASSIFICATION		PRINCIPAL	PROJECT	PROJECT	STRUCT	CIVIL	MECH / FP	INTERIOR	TECHNOLGY	ELECT	CADD	CLERICAL	TASK
TASK		IN CHARGE	MANAGER	ARCHITECT	ENGINEER	ENGINEER	ENGINEER	DESIGNER	ENGINEER	ENGINEER	TECHS		TOTAL
RATE		\$265.00	\$225.00	\$189.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$118.00	\$79.00	

TOTAL LABOR HOURS:		1	204	625	0	116	0	63	94	0	36	190	1,329
DIRECT LABOR COSTS:		265	45,900	118,125	0	18,328	0	9,954	14,852	0	4,248	15,010	226,682
Total labor hours	1329												
Average hours per week/classification	40	0.03	5.10	15.63	0.00	2.90	0.00	1.58	2.35	0.00	0.90	4.75	
Average hours per week total team	33												

IN HOUSE EXPENSES		
TRAVEL		4,256
PER DIEM		2,100
AIR TRAVEL		3,200
HOTEL		700
Printing Allowance		2,500
Sub-total		12,756
SUBCONSULTANT SERVICES/EXPENSES		
CONSULTANT (MBJ) STRUCTURAL		60,000
CONSULTANT (TBD) MECHANICAL, PLUMBING, FIRE PROTECTION		15,000
Sub-total		75,000
ADDITIONAL SERVICES/EXPENSES		
CONSULTANT (AULICK) RPR		100,000
CONSULTANT (TBD) TESTING		35,000
Sub-total		135,000
TOTAL EXPENSES/CONSULTANTS		222,756

		amount	multiplier	total
Car Travel	38	160.00	\$0.700	4,256
Per Diem	42	50.00	1.00	2,100
Air Travel	4	800.00	1.00	3,200
Hotel	4	175.00	1.00	700

SUMMARY				TOTAL	SUBS	ADDITIONAL	MH	TOTAL
				LABOR	SERVICES	SERVICES	EXPENSES	FEE
				226,682	75,000	135,000	12,756	449,438

\$ 5,706,000 Construction Budget

3.97% Base Fee Percentage

3.68% Addtl Services Fee Percentage

0.22% Expenses

7.88%



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

**Augusta Aviation Commission
Meeting Minutes
January 30, 2025
10:00 a.m.
Orwen Commission Chambers
2nd Floor - Terminal Building**

Committee Members: Vice-Chairwoman Ronic West; Commissioner Wilbert Barrett
Commissioner Michael Cioffi; Commissioner Larry Harris;
Commissioner Charles Larke; Commissioner Randy Sasser;
Commissioner Davis Beman; Commissioner Don Clark;
Commissioner William Fennoy; Commissioner James Germany;

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; CPT. Matt Tindell; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. Cody Mitchell; Mr. Kory Anderson;
Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell;
Ms. Catherine Highsmith;

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt;
Mr. Robert Kerr- Staff Attorney-Augusta Law Department;
Mr. Darrell White - Augusta Procurement Director; Ms. Dana Lynn McIntyre – Augusta Business Daily; Mr. William Brown – Former ATC Manger; Ms. Kim Vickers - WJBF

CALL TO ORDER & PRAYER – Vice Chairwoman Ronic West called the meeting to order at 10:00 am
Prayer by Commissioner Barrett

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Vice Chairwoman Ronic West

- A. January 30, 2025 Meeting Agenda
- B. December 12, 2024 Commission Meeting Minutes

C. December Statistics

Motion by Commissioner Barrett 2nd by Commissioner Germany to approve the January 30, 2025, Augusta Aviation Committee meeting agenda, the December 12, 2024, Commission Meeting Minutes & the December Statistic

II. **FINANCE REPORT – Risa Bingham**

December Financials

December 2024 Financial

Motion by Commissioner Beman 2nd by Commissioner Sasser to approve the December 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

III. **DIRECTOR ACTION REQUESTS:**

A. Augusta Regional Airport (AGS) – Mead & Hunt Work Authorization #12 for 2025

Miscellaneous On-Call Services - Elizabeth Giles

Motion by Commissioner Sasser 2nd by Commissioner Larke to approve Mead & Hunt Work Authorization #12 for 2025 Miscellaneous On-Call Services

No Discussion; Unanimous Ayes; Motin carries

B. Augusta Regional Airport (AGS) – Augusta Regional Airport (AGS) – Mead and Hunt Work Authorization #11 for Terminal Checkpoint Modernization - Elizabeth Giles

Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Mead & Hunt Work Authorization #11 for Terminal Checkpoint Modernization

No Discussion; Unanimous Ayes; Motin carries

C. Augusta Regional Airport (AGS) – Cargo Road / Rental Car Access Road Improvement Project- Elizabeth Giles

Motion by Commissioner Harris 2nd by Commissioner Beman to approve Cargo Road / Rental Car Access Road improvement Project

No Discussion; Unanimous Ayes; Motin carries

D. Augusta Regional Airport (AGS)- Rental Car Concession Agreements- Diane Johnston

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Almo / National Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motin carries

Motion by Commissioner Fennoy 2nd by Commissioner Cioffi to approve Avis Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motin carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve Budget Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve Thrifty / Dollar Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Enterprise Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Hertz Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

IV. INFORMATION ITEMS

- A. License Agreement Renewal with L.H. Simkins - Diane Johnston

V. COMMISSION ACTION REQUESTS:

- A. Recommendation of Nomination Committee for 2025 Aviation Commission Roles-
Commissioner Randy Sasser

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve Recommendation of Nomination for Commissioner Ronic West as the 2025 AGS Aviation Commission Chairwoman

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Germany to approve Recommendation of Nomination for Commissioner Michael Cioffi as the 2025 AGS Aviation Commission Vice-Chair

No Discussion; Unanimous Ayes; Motion carries

- B. Executive Director Purchasing Authority- Vice Chairwoman Ronic West

Motion by Commissioner Sasser 2nd by Commissioner Germany to approve Executive Director Purchasing Authority

No Discussion; Unanimous Ayes; Motion carries

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Sasser

No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 10:51 am

**Ronic West, Chairwoman
Augusta Aviation Commission**



Public.Service.Committee.Meeting

Meeting Date: 2/11/2025

Airport Rental Car Concession Agreements

Department: Augusta Regional Airport

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

Caption: Motion to approve the **Airport Rental Car Concession Agreements to Alamo/National, Avis, Budget/Payless, Dollar/Thrifty, Enterprise, and Hertz.** These agreements were approved by the Augusta Aviation Commission on January 30, 2025.

Background: The Airport received six (6) bids in response to the Invitation to Bid for the Airport's six (6) Rental Car Concessions. Bidders were required to provide a minimum annual guarantee for each year of the five (5) year contract with the high bidder having the opportunity to make the first selection as to terminal counter space, rental car ready return lot parking blocks and service facility service bays and adjacent office space. Each of the remaining bidders was able to select their spaces according to their bids.

Analysis:

Company	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alamo/National	\$346,097	\$353,019	\$360,079	\$367,281	\$374,626	\$1,801,102
Avis	\$278,325	\$286,675	\$295,275	\$304,133	\$313,257	\$1,477,665
Budget/Payless	\$259,509	\$266,264	\$274,252	\$282,480	\$290,954	\$1,373,459
Dollar/Thrifty	\$205,000	\$211,150	\$217,484	\$224,009	\$230,729	\$1,088,372
Enterprise	\$346,096	\$353,018	\$360,078	\$367,280	\$374,625	\$1,801,097
Hertz	\$215,000	\$221,450	\$228,093	\$234,935	\$241,983	\$1,141,461

Annual Total	\$1,650,027	\$1,691,576	\$1,735,261	\$1,780,118	\$1,826,174	\$8,686	Item 2.
---------------------	-------------	-------------	-------------	-------------	-------------	---------	---------

Financial Impact:

These five year renewal agreements are expected to generate approximately \$2,600,000.00 annual revenue. Approximately \$270,000 increase per year.

Alternatives:

N/A

Recommendation :

Approve the **Airport Rental Car Concession Agreements to Alamo/National, Avis, Budget/Payless, Dollar/Thrifty, Enterprise, and Hertz.**

Funds are available in the following accounts:

Budgeted in org key 551000000, and object codes 3492403, 3492404 3492406, & 3492408.

REVIEWED

N/A

AND

APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, October 23, @ 3:00 p.m.** via ZOOM Meeting ID: 896 7537 0979; Passcode: **24299** for furnishing:

Bid Item #24-299 Rental Car Concessions for Augusta, Ga – Augusta Regional Airport

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

Geri A. Sams, Director

Augusta Procurement Department

535 Telfair Street - Room 605

Augusta, Georgia 30901

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

Pre-Bid Conference will be held on Monday, October 7, 2024 @ 11:00 a.m. via ZOOM – Meeting ID: 863 4568 7097; Passcode: 24299.

Optional site visit on Tuesday, October 8, 2024. Please contact Diane Johnston 24 hours in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, October 9, 2024 @ 5:00 P.M. No Bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No Bids may be withdrawn for a period of ninety (90) days after Bids have been opened, pending the execution of contract with the successful bidder. **A \$10,000 Bid Bond, Cashiers, Treasurer's Check or bank draft of any State or National Bank is required. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

Augusta Procurement Department

Attn: Geri A. Sams, Director of Procurement

535 Telfair Street, Room 605

Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle September 12, 19, 26, 2024 and October 3, 2024

Metro Courier September 12, 2024

Revised: 6/20/24



**Bid Opening: Bid Item #24-299 Rental Car Concession
for Augusta, Georgia - Augusta Regional Airport
Bid Due: Tuesday, December 10, 2024 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 117
Georgia Procurement Registry: 370
Pre-Bid Conference Attendees: 17
Total packages submitted: 6
Total Noncompliant:

VENDORS	Avis Budget Car Rental, LLC dba BUDGET & PAYLESS 379 Interpace Parkway Parsippany, NJ 07054	GSP Transportation, Inc. dba Hertz 2429 S. Hwy 14 Greer, SC 29650	Enterprise Leasing Company- Southeast, LLC-Alamo/National 101 Business Park Blvd St 1100 Columbia, SC 29203	Enterprise Leasing Company- Southeast, LLC 101 Business Park Blvd St 1100 Columbia, SC 29203	Avis Budget Car Rental, LLC dba AVIS 379 Interpace Parkway Parsippany, NJ 07054	GSP Transportation, Inc. dba Dollar/Thrifty 2429 S. Hwy 14 Greer, SC 29650
Attachment B	YES	YES	YES	YES	YES	YES
E-Verify #	142032	610946	46068	46068	142032	610946
Addendum(s) 1,2 and 3	YES	YES	YES	YES	YES	YES
SAVE Form	YES	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES	YES
4 Copies	YES	YES	YES	YES	YES	YES

ANNUAL MINIMUM GUARANTEE						
March 1, 2025 to February 28, 2026	\$259,509.00	\$215,000.00	\$346,097.00	\$346,096.00	\$278,325.00	\$205,000.00
March 1, 2026 to February 28, 2027	\$266,264.00	\$221,450.00	\$353,019.00	\$353,018.00	\$286,675.00	\$211,150.00
March 1, 2027 to February 28, 2028	\$274,252.00	\$228,093.00	\$360,079.00	\$360,078.00	\$295,275.00	\$217,484.00
March 1, 2028 to February 28, 2029	\$282,480.00	\$234,935.00	\$367,281.00	\$367,280.00	\$304,133.00	\$224,009.00
March 1, 2029 to February 28, 2030	\$290,954.00	\$241,983.00	\$374,626.00	\$374,625.00	\$313,257.00	\$230,729.00
Five Year Total	\$1,373,459.00	\$1,141,461.00	\$1,801,102.00	\$1,801,097.00	\$1,477,665.00	\$1,088,372.00



(706) 798-3236 • Fax: (706) 798-15511501 Aviation Way • Augusta, Georgia 30906 • www.FlyAGS.com

February 4, 2025

Mr. Darrell White
Interim Director of Procurement
Augusta Richmond County
530 Greene Street
Augusta, GA 30901

RE: Letter of Recommendation – Rental Car Concession Agreements – Bid 24-299

Dear Mr. White:

Augusta Regional Airport Aviation Commission, at the January 30, 2025 Aviation Commission Meeting, approved bid # 24-299 Rental Car Concession and Lease Agreements to the following companies for the cumulative minimum annual guarantees over the five (5) year term:

Hertz – \$1,141,461
Avis/Zipcar – \$1,477,665
Alamo/National – \$1,801,102
Enterprise – \$1,801,097
Budget/Payless – \$1,373,459
Dollar/Thrifty – \$1,088,372

Respectfully,

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

Herbert Judon, Jr.
Executive Director

DATE: January 30, 2025

STAFF RESOURCE: Diane Johnston, Director of Innovation & Business Development

PROJECT TITLE: Rental Car Concession Agreements

ACTION REQUESTED: Approval of Rental Car Concession Agreements

BACKGROUND:

The Airport received six (6) bids in response to the Invitation to Bid for the Airport's six (6) Rental Car Concessions. Bidders were required to provide a minimum annual guarantee for each year of the five (5) year contract with the high bidder having the opportunity to make the first selection as to terminal counter space, rental car ready return lot parking blocks and service facility service bays and adjacent office space. Each of the remaining bidders was able to select their spaces according to their bids.

ANALYSIS:

The five-year MAG bids came in as follows:

Company	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alamo/National	\$346,097	\$353,019	\$360,079	\$367,281	\$374,626	\$1,801,102
Avis	\$278,325	\$286,675	\$295,275	\$304,133	\$313,257	\$1,477,665
Budget/Payless	\$259,509	\$266,264	\$274,252	\$282,480	\$290,954	\$1,373,459
Dollar/Thrifty	\$205,000	\$211,150	\$217,484	\$224,009	\$230,729	\$1,088,372
Enterprise	\$346,096	\$353,018	\$360,078	\$367,280	\$374,625	\$1,801,097
Hertz	\$215,000	\$221,450	\$228,093	\$234,935	\$241,983	\$1,141,461
Annual Total	\$1,650,027	\$1,691,576	\$1,735,261	\$1,780,118	\$1,826,174	\$8,683,156

Mr. Robert Kerr, Airport Counsel, has reviewed and approved the new concession agreements.



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

**Augusta Aviation Commission
Meeting Minutes
January 30, 2025
10:00 a.m.
Orwen Commission Chambers
2nd Floor - Terminal Building**

Committee Members: Vice-Chairwoman Ronic West; Commissioner Wilbert Barrett
Commissioner Michael Cioffi; Commissioner Larry Harris;
Commissioner Charles Larke; Commissioner Randy Sasser;
Commissioner Davis Beman; Commissioner Don Clark;
Commissioner William Fennoy; Commissioner James Germany;

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; CPT. Matt Tindell; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. Cody Mitchell; Mr. Kory Anderson;
Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell;
Ms. Catherine Highsmith;

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt;
Mr. Robert Kerr- Staff Attorney-Augusta Law Department;
Mr. Darrell White - Augusta Procurement Director; Ms. Dana Lynn McIntyre – Augusta Business Daily; Mr. William Brown – Former ATC Manger; Ms. Kim Vickers - WJBF

CALL TO ORDER & PRAYER – Vice Chairwoman Ronic West called the meeting to order at 10:00 am
Prayer by Commissioner Barrett

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Vice Chairwoman Ronic West

- A. January 30, 2025 Meeting Agenda
- B. December 12, 2024 Commission Meeting Minutes

C. December Statistics

Motion by Commissioner Barrett 2nd by Commissioner Germany to approve the January 30, 2025, Augusta Aviation Committee meeting agenda, the December 12, 2024, Commission Meeting Minutes & the December Statistic

II. **FINANCE REPORT – Risa Bingham**

December Financials

December 2024 Financial

Motion by Commissioner Beman 2nd by Commissioner Sasser to approve the December 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

III. **DIRECTOR ACTION REQUESTS:**

A. Augusta Regional Airport (AGS) – Mead & Hunt Work Authorization #12 for 2025
Miscellaneous On-Call Services - Elizabeth Giles

Motion by Commissioner Sasser 2nd by Commissioner Larke to approve Mead & Hunt Work Authorization #12 for 2025 Miscellaneous On-Call Services

No Discussion; Unanimous Ayes; Motin carries

B. Augusta Regional Airport (AGS) – Augusta Regional Airport (AGS) – Mead and Hunt Work
Authorization #11 for Terminal Checkpoint Modernization - Elizabeth Giles

Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Mead & Hunt Work Authorization #11 for Terminal Checkpoint Modernization

No Discussion; Unanimous Ayes; Motin carries

C. Augusta Regional Airport (AGS) – Cargo Road / Rental Car Access Road Improvement Project-
Elizabeth Giles

Motion by Commissioner Harris 2nd by Commissioner Beman to approve Cargo Road / Rental Car Access Road improvement Project

No Discussion; Unanimous Ayes; Motin carries

D. Augusta Regional Airport (AGS)- Rental Car Concession Agreements- Diane Johnston

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Almo / National Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motin carries

Motion by Commissioner Fennoy 2nd by Commissioner Cioffi to approve Avis Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motin carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve Budget Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to approve Thrifty / Dollar Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Enterprise Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve Hertz Rental Car Concession Agreement

No Discussion; Unanimous Ayes; Motion carries

IV. INFORMATION ITEMS

- A. License Agreement Renewal with L.H. Simkins - Diane Johnston

V. COMMISSION ACTION REQUESTS:

- A. Recommendation of Nomination Committee for 2025 Aviation Commission Roles-
Commissioner Randy Sasser

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve Recommendation of Nomination for Commissioner Ronic West as the 2025 AGS Aviation Commission Chairwoman

No Discussion; Unanimous Ayes; Motion carries

Motion by Commissioner Fennoy 2nd by Commissioner Germany to approve Recommendation of Nomination for Commissioner Michael Cioffi as the 2025 AGS Aviation Commission Vice-Chair

No Discussion; Unanimous Ayes; Motion carries

- B. Executive Director Purchasing Authority- Vice Chairwoman Ronic West

Motion by Commissioner Sasser 2nd by Commissioner Germany to approve Executive Director Purchasing Authority

No Discussion; Unanimous Ayes; Motion carries

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Sasser

No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 10:51 am

**Ronic West, Chairwoman
Augusta Aviation Commission**

RENTAL CAR CONCESSION & LEASE AGREEMENT

AUGUSTA, GEORGIA

FOR THE AUGUSTA REGIONAL AIRPORT

AND

ENTERPRISE LEASING COMPANY – SOUTHEAST, LLC

D/B/A ALAMO RENT A CAR AND NATIONAL CAR RENTAL

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION.....	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES.....	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

Item 2.

SECTION 36 - NON-DISCRIMINATION39

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES43

SECTION 38 - DAMAGE TO AIRPORT46

SECTION 39 - NOTICES46

SECTION 40 - LIENS46

SECTION 41 - RULES AND REGULATIONS.....47

SECTION 42 - SURVIVAL48

SECTION 43 - ENTIRE AGREEMENT49

SECTION 44 - GOVERNING LAW49

SECTION 45 - VENUE49

SECTION 46 - ATTORNEY’S FEES49

SECTION 47 - MISCELLANEOUS PROVISIONS.....49

EXHIBIT A - COUNTER SPACE54

EXHIBIT B - READY RETURN BLOCKS55

EXHIBIT C - SERVICE FACILITY56

EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET57

EXHIBIT E - REQUIRED SUBMITTALS58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company – Southeast, LLC (Lessee) d/b/a Alamo Rent A Car and National Car Rental, a limited liability company existing under the laws of the state of Delaware.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 “Airport” shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r
cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, parking tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean Enterprise Leasing Company – Southeast, LLC, a limited liability company authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that are

removable from Lessee's Premises without substantial or permanent injury or damage

Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.2.1 **Organization and Power.** The Lessee is a limited liability company duly organized, val existing, and in good standing under and by virtue of the laws of the State of Delaware, is authorized to do business in the State of Georgia and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred forty (240) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block A containing sixty-three (63) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 **Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of twelve (12) 180' fleet holding lanes and two (2) 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee's Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee's specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

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

8.6 Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.

- (4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Alamo Rent A Car and National Car Rental. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of

arranging rental car and related service for Airport Customers. The concession rights and privileges granted and awarded to Lessee are expressly made subject to the terms of this Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 346,097.00
March 1, 2026 – February 28, 2027	\$ 353,019.00
March 1, 2027 – February 29, 2028	\$ 360,079.00
March 1, 2028 – February 28, 2029	\$ 367,281.00
March 1, 2029 – February 28, 2030	\$ 374,626.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred forty (240) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "A".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$7,665.00
March 1, 2026 – February 28, 2027	\$8,623.00
March 1, 2027 – February 29, 2028	\$9,581.00
March 1, 2028 – February 28, 2029	\$10,539.00
March 1, 2029 – February 28, 2030	\$11,498.00

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Lessee shall

the sum of \$5,363 per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.

At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve-months operating and maintenance budget is set forth in Exhibit "D."

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Airport Executive Director

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term "local" shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee's Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, grant requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.

27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.

27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein r become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

32.13 **Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.

32.14 **Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

32.15 **Deleted**

32.16 **Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 38 - DAMAGE TO AIRPORT

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

SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

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

With a copy to:

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

All notices to Lessee shall be mailed to:

Enterprise Leasing Company – Southeast, LLC
101 Business Park Blvd, Suite 1100
Columbia, SC 29203

With a copy to: Enterprise Holdings
Attn: Airport Properties & Relations
600 Corporate Park Drive
St. Louis, MO 63105

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

SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

- 47.1 No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.

- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of

such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

Enterprise Leasing Company – Southeast, LLC

By: David Solano

Title: VP/GM

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Jim Plunkett, General Counsel

Date: _____

EXHIBIT A - COUNTER SPACE

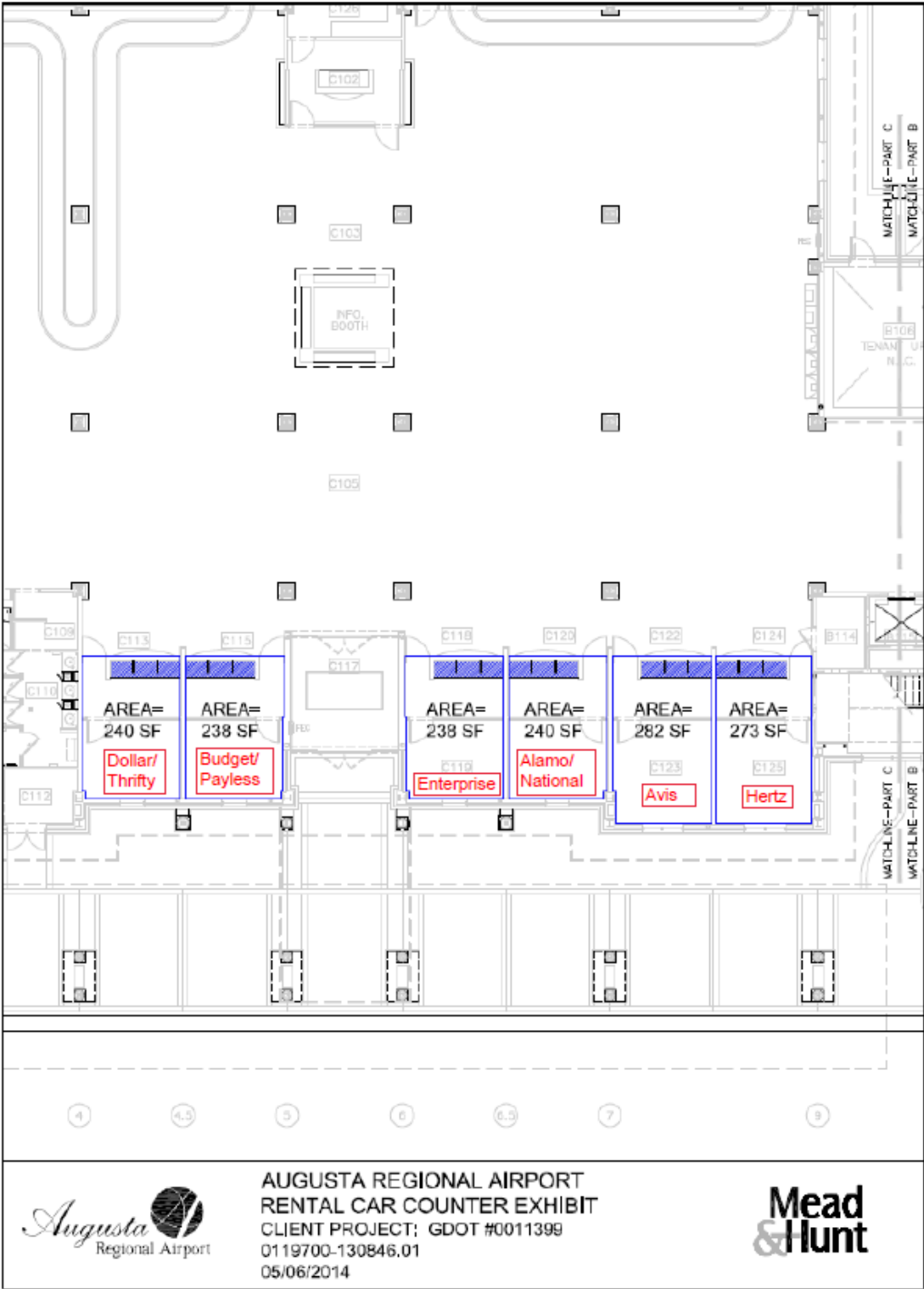
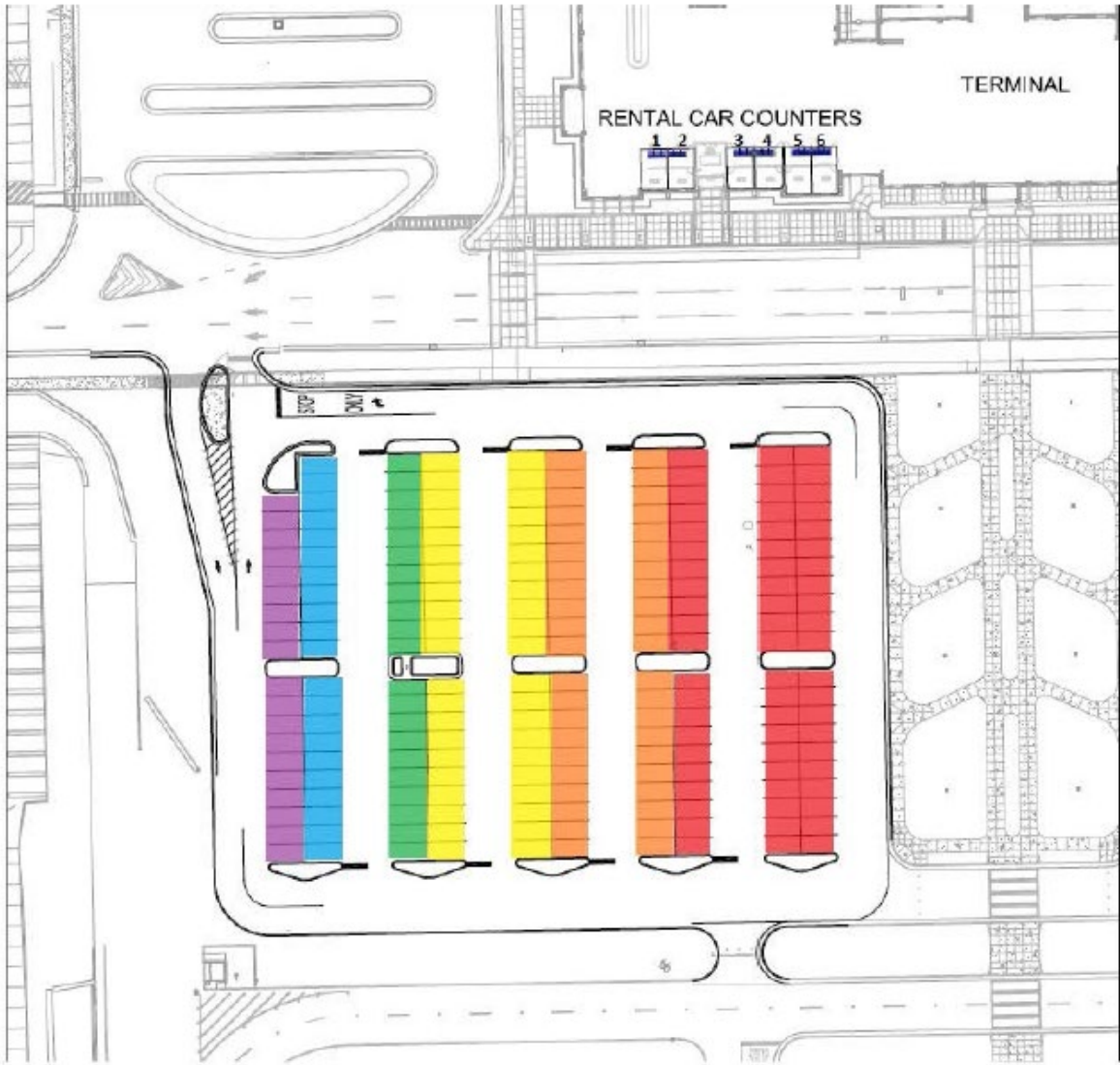


EXHIBIT B - READY RETURN BLOCKS



- Alamo/National Block A - 63 spaces
- Enterprise Block B - 42 spaces
- Avis Block C - 42 spaces
- Budget/Payless Block D - 21 spaces
- Hertz Block E - 21 spaces
- Dollar/Thrifty Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

EXHIBIT C - SERVICE FACILITY

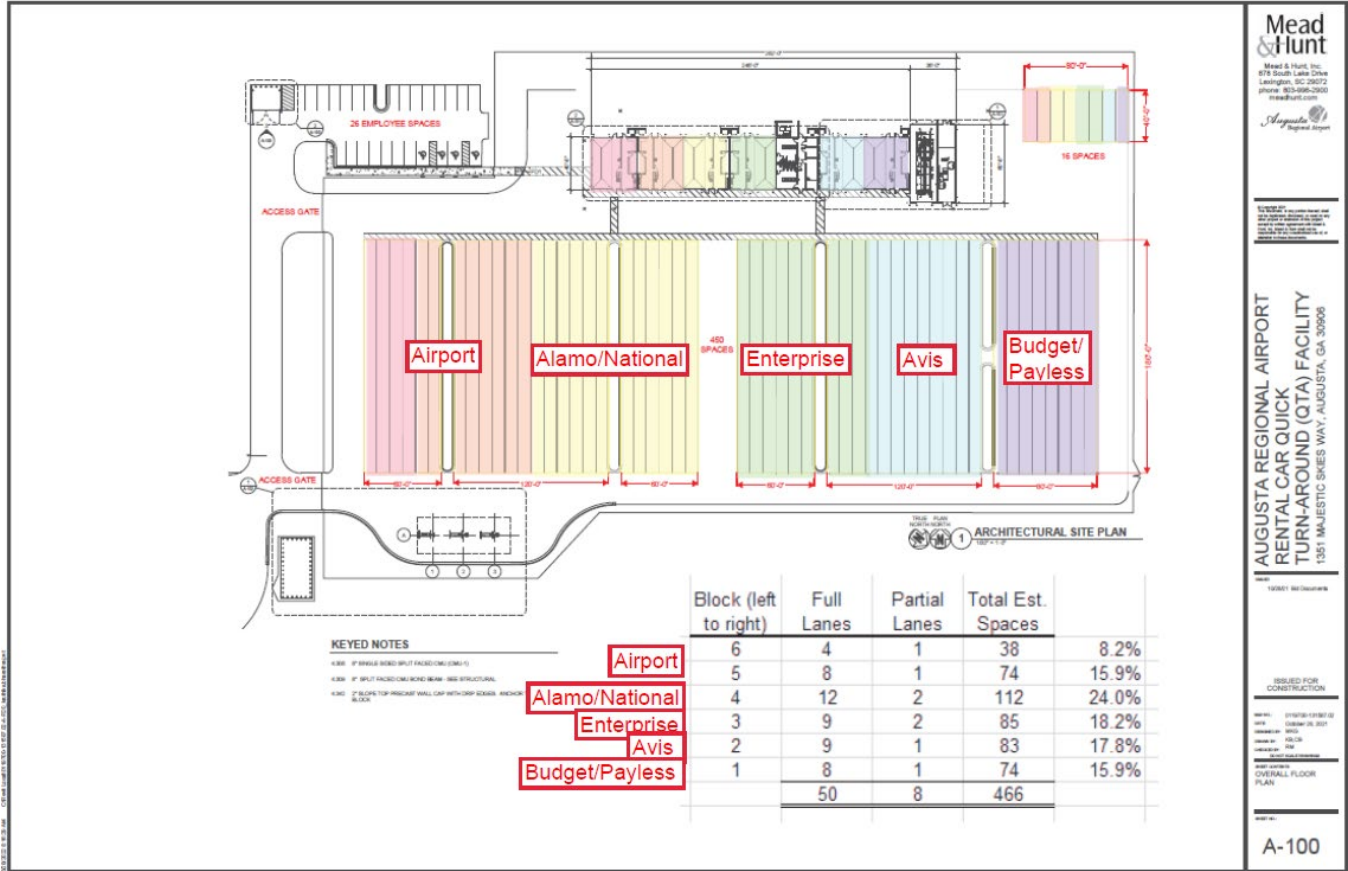


EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

Allocation of Service Facility Budget for Year 1 in Agreement			
Estimated Year 1 Budget		\$ 259,200	
Blocks not selected - retained for Airport use			
Block 6	8.2%	(21,254)	
Block 5	15.9%	(41,213)	
Costs to be allocated based on transactions		<u>\$ 196,733</u>	
Lessees' Brand(s)	% Share *	\$ Share/Annual	\$ Monthly
Alamo/National	33%	\$ 64,351	\$ 5,363
Enterprise	27%	\$ 53,166	\$ 4,431
Avis	22%	\$ 44,072	\$ 3,673
Budget/Payless	18%	\$ 35,144	\$ 2,929
		<u>\$ 196,733</u>	<u>\$ 16,396</u>
* Based on 2024 actual transactions provided by concessionaires.			

Item 2.

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Enterprise Leasing Company - Southeast, LLCStreet Address: 101 Business Park Blvd., Suite 1100City, State, Zip Code: Columbia, SC 29203-9498Phone: 803-830-9180 Fax: 803-210-2690 Email: david.e.solano@em.comDo You Have A Business License? Yes: X No: Augusta, GA Business License # for your Company (**Must Provide**): LCB20110000392And/or Your State/Local Business License # for your Company (**Must Provide**): LCB20110000392Utility Contractors License # (**Must Provide if applicable**): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (**Must Provide if applicable**): N/AAdditional Specialty License # (**Must Provide if applicable**): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Augusta, Richmond CountyAcknowledgement of Addenda: (#1) X : (#2) X : (#3) X : (#4) : (#5) : (#6) : (#7) : (#8) :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_101.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

** (E-Verify Number) 46068

June 26, 2007

Enterprise Leasing Company - Southeast, LLC

Rental Car Concession / Bid Item #24-299

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 11, 20 24 in Columbia (City), SC (State).


Signature of Authorized Officer or Agent

David Solano, Vice President / General Manager

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 DAY OF November, 20 24


Notary Public

01/03/2034
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Bid Item #24-299 Rental Car Concession
Bid Due: Wednesday, October 23, 2024 @ 3:00 p.m.
Page 8 of 89



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid Item #24-299 Rental Car Concession for Augusta, GA - Augusta Regional Airport

[Bid Project Number and Project Name]

David Solano, Vice President / General Manager

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Enterprise Leasing Company - Southeast, LLC

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

David Solano

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF November, 2024

Notary Public

My Commission Expires:

01/03/2034

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

BID FORMEnterprise Leasing Company - Southeast, LLCNovember 11, 2024

Name

Date

101 Business Park, Blvd., Suite 1100, Columbia, SC 29203-9498

Address

803-830-9180803-210-2690david.e.solano@em.com

Phone

Fax

Email

National Car Rental and Alamo Rent A CarBrand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 346,097.00
March 1, 2026 to February 28, 2027	\$ 353,019.00
March 1, 2027 to February 28, 2028	\$ 360,079.00
March 1, 2028 to February 28, 2029	\$ 367,281.00
March 1, 2029 to February 28, 2030	\$ 374,626.00
FIVE YEAR TOTAL	\$ 1,801,102.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

David Solano

Vice President / General Manager

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with Bid Item #24-299 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Enterprise are marked confidential pursuant to O.C.G.A. § 10-1-761(4): **Leasing Company - Southeast, LLC**

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld (See attached list)
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:


 [Signatory Name in Print] David Solano

Vice President General Manager
 [Signatory's Title]

Enterprise Leasing Company - Southeast, LLC
 [Signatory's Title] [Company Name]

Date: November 11, 2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 11 DAY OF

November, 2024


 NOTARY PUBLIC

My Commission Expires: 1/3/2034

Return Page Only if Applicable

Trade Secret Information Requested to be withheld

Balance Sheets for Fiscal Year ending July 31, 2022, 2023, and 2024

Statements of Comprehensive Income for Fiscal Year ending July 31, 2022, 2023, and 2024

Proposer's Financial Statements constitute a Trade Secret because they are financial data.

FORM 2: LETTER OF INTENT

Name of Vendor/offoror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Longhouse Inventory Solutions, LLC

Address: P.O. Box 1212

City: Claremore

State: OK

Zip: 74018

Telephone: 918-342-3127

Description of work to be performed by ACDBE firm:

- - - Products: Baby Seats, Car Wash Supplies, General Cleaning Supplies,

The Vendor/offoror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 5,194.00.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Jami Jones President
(Signature) (Title)

If the Vendor/offoror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 2: LETTER OF INTENT

Name of Vendor/offoror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Color Addix, LLC

Address: 5535 Rosebank Ct

City: Lexington

State: SC

Zip: 29073

Telephone: 706-504-2534

Description of work to be performed by ACDBE firm:

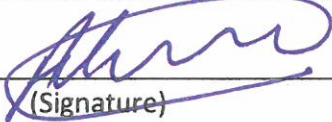
--- Automotive Body Shop Repair Work

The Vendor/offoror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 12,466.00.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By


(Signature)


(Title)

If the Vendor/offoror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATION

Name of Vendor/offeror’s Firm: Enterprise Leasing Company - Southeast, LLC

Concession Type: Rental Car Concession

I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures
\$850,024.00

II. ACDBE Participation (III / I) 2.08%

Name of ACDBE Firm	Address	Goods/services	NAICS	Contract Amount
Color Addix, Inc	5535 Rosebank Ct, Lexington, Sc 29073	Autobody Repair	811121	\$12,466.00
Longhouse Inventory Solutions, LLC	P.O. Box 1212, Claremore, OK 74018	Cleaning supplies, baby seats, etc	42399	\$5,194.00
				\$
				\$
				\$
				\$
				\$
				\$
III. Ttl ACDBE Participation				\$17,660.00

Document A310™ – 2010**Conforms with The American Institute of Architects AIA Document 310**

Bond Number: 36353-Lib-24-13B

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Enterprise Leasing Company - Southeast, LLC

101 Business Park Blvd, Suite 1100

Columbia, SC 29203

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

OWNER:

(Name, legal status and address)

Augusta Commission - Augusta Procurement Department

535 Telfair Street - Room 605

Augusta, GA 30901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Thousand and 00/100 Dollars (\$10,000.00)**PROJECT:**

(Name, location or address, and Project number, if any)

Bid Item #24-299 - Rental Car Concession - Augusta Regional Airport

Bid Date: December 10, 2024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice of bid by Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2024

(Witness)

Brittany D. Stuckel

(Witness) Brittany D. Stuckel

Enterprise Leasing Company - Southeast, LLC

(Principal)

(Seal)

Paula M. Morgan

(Title)

Paula M. Morgan - ASST SEC.

Liberty Mutual Insurance Company

(Surety)

(Seal)

JoAnn R. Frank

(Title)

JoAnn R. Frank, Attorney-in-Fact

State of Missouri
County of St. Louis } ss:

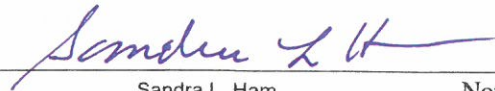
On November 12, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

JoAnn R. Frank

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

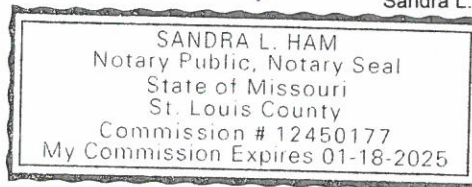
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 18, 2025



Sandra L. Ham

Notary Public





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Item 2.

Certificate No: 8204866

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

JoAnn R. Frank

all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *Nathan J. Zangerle*

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2024.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NOT VALID FOR MONTGOMERY, NOT: Valid, letter of Credit, currency rate, interest rate or residual value guarantees.

**RENTAL CAR CONCESSION & LEASE AGREEMENT
AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT
AND
ENTERPRISE LEASING COMPANY – SOUTHEAST, LLC
D/B/A ENTERPRISE RENT-A-CAR**

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION.....	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES.....	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

Item 2.

SECTION 36 - NON-DISCRIMINATION39

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES43

SECTION 38 - DAMAGE TO AIRPORT46

SECTION 39 - NOTICES46

SECTION 40 - LIENS46

SECTION 41 - RULES AND REGULATIONS.....47

SECTION 42 - SURVIVAL48

SECTION 43 - ENTIRE AGREEMENT49

SECTION 44 - GOVERNING LAW49

SECTION 45 - VENUE49

SECTION 46 - ATTORNEY’S FEES49

SECTION 47 - MISCELLANEOUS PROVISIONS.....49

EXHIBIT A - COUNTER SPACE54

EXHIBIT B - READY RETURN BLOCKS55

EXHIBIT C - SERVICE FACILITY56

EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET57

EXHIBIT E - REQUIRED SUBMITTALS58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company – Southeast, LLC (Lessee) d/b/a Enterprise Rent-A-Car, a limited liability company existing under the laws of the state of Delaware.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 “Airport” shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r
cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, parking tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean Enterprise Leasing Company – Southeast, LLC, a limited liability company authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that are

removable from Lessee's Premises without substantial or permanent injury or damage

Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.2.1 **Organization and Power.** The Lessee is a limited liability company duly organized, val existing, and in good standing under and by virtue of the laws of the State of Delaware, is authorized to do business in the State of Georgia and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two thirty-eight (238) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block B containing forty-two (42) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 **Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of nine (9) 180' fleet holding lanes and two (2) 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee's Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee's specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

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

8.6 Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.

- (4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Enterprise Rent-A-Car. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of arranging rental car and related service for Airport Customers. The concession rights and

privileges granted and awarded to Lessee are expressly made subject to the terms of Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual
Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 346,096.00
March 1, 2026 – February 28, 2027	\$ 353,018.00
March 1, 2027 – February 29, 2028	\$ 360,078.00
March 1, 2028 – February 28, 2029	\$ 367,280.00
March 1, 2029 – February 28, 2030	\$ 374,625.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred thirty-eight (238) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "B".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$ 5,110.00
March 1, 2026 – February 28, 2027	\$ 5,749.00
March 1, 2027 – February 29, 2028	\$ 6,388.00
March 1, 2028 – February 28, 2029	\$ 7,026.00
March 1, 2029 – February 28, 2030	\$ 7,665.00

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Lessee shall

the sum of \$4,431 per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.

At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve-months operating and maintenance budget is set forth in Exhibit "D."

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Airport Executive Director

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term "local" shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee's Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, grant requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

32.13 Workers' Compensation Insurance. Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.

32.14 Automobile Liability Insurance. Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

32.15 Deleted

32.16 Property Insurance. To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

Page 46 of 58

by or for it or them at said Premises, reserving the right to contest in court the validity of any liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

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

- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the

Agreement Price of consideration the full amount of such commission, percentage, broker or contingent fee.

- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from s subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Item 2.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

Enterprise Leasing Company – Southeast, LLC

By: David Solano

Title: VP/GM

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Jim Plunkett, General Counsel

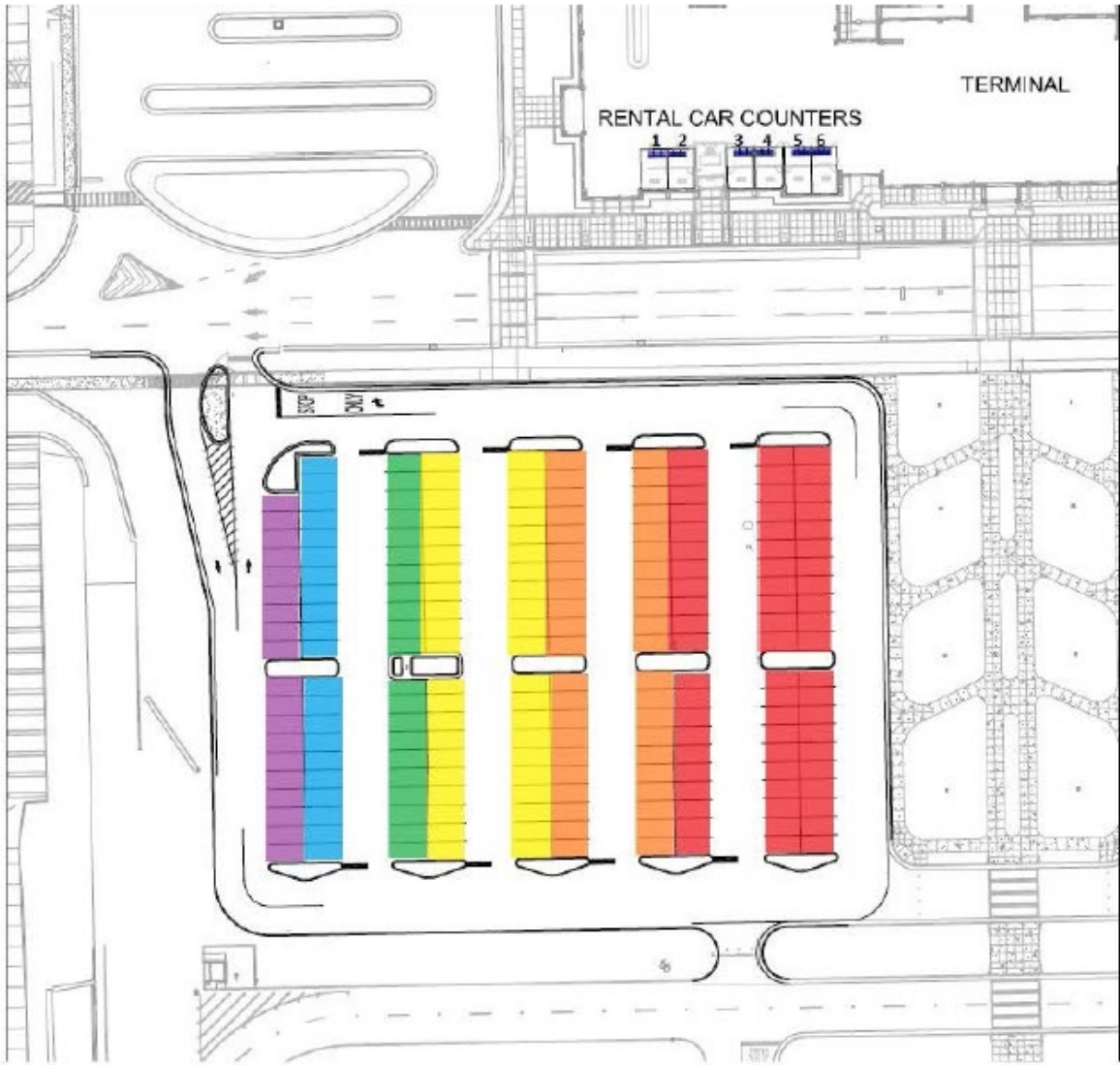
Date: _____

4 4.5 5 6 6.5 7 8

**AUGUSTA REGIONAL AIRPORT
RENTAL CAR COUNTER EXHIBIT**
CLIENT PROJECT: GDOT #0011399
0119700-130846.01
05/06/2014

Mead & Hunt

EXHIBIT B - READY RETURN BLOCKS



- Alamo/National Block A - 63 spaces
- Enterprise Block B - 42 spaces
- Avis Block C - 42 spaces
- Budget/Payless Block D - 21 spaces
- Hertz Block E - 21 spaces
- Dollar/Thrifty Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

EXHIBIT C - SERVICE FACILITY

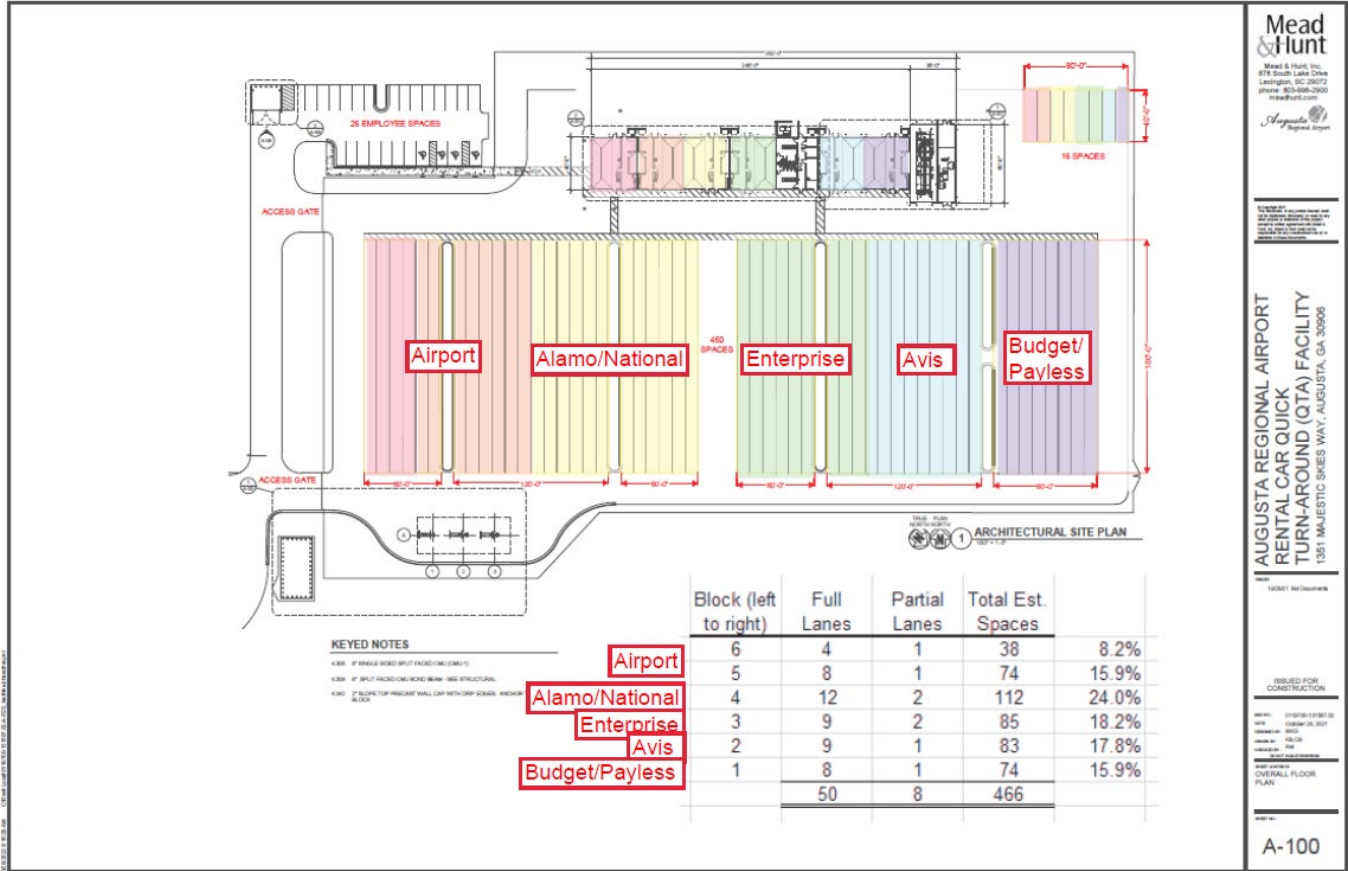


EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

Allocation of Service Facility Budget for Year 1 in Agreement			
Estimated Year 1 Budget		\$ 259,200	
Blocks not selected - retained for Airport use			
Block 6	8.2%	(21,254)	
Block 5	15.9%	(41,213)	
Costs to be allocated based on transactions		<u>\$ 196,733</u>	
Lessees' Brand(s)	% Share *	\$ Share/Annual	\$ Monthly
Alamo/National	33%	\$ 64,351	\$ 5,363
Enterprise	27%	\$ 53,166	\$ 4,431
Avis	22%	\$ 44,072	\$ 3,673
Budget/Payless	18%	\$ 35,144	\$ 2,929
		<u>\$ 196,733</u>	<u>\$ 16,396</u>
* Based on 2024 actual transactions provided by concessionaires.			

Item 2.

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Enterprise Leasing Company - Southeast, LLCStreet Address: 101 Business Park Blvd., Suite 1100City, State, Zip Code: Columbia, SC 29203-9498Phone: 803-830-9180 Fax: 803-210-2690 Email: david.e.solano@em.comDo You Have A Business License? Yes: X No: Augusta, GA Business License # for your Company (**Must Provide**): LCB20040031464And/or Your State/Local Business License # for your Company (**Must Provide**): LCB20040031464Utility Contractors License # (**Must Provide if applicable**): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (**Must Provide if applicable**): N/AAdditional Specialty License # (**Must Provide if applicable**): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Augusta, Richmond County

Acknowledgement of Addenda: (#1) X : (#2) X : (#3) X : (#4) : (#5) : (#6) : (#7) : (#8) :
 NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

** (E-Verify Number) 46068

June 26, 2007

Enterprise Leasing Company - Southeast, LLC

Rental Car Concession / Bid Item #24-299

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

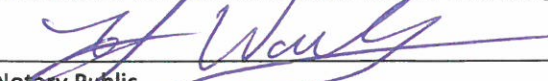
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 11, 20 24 in Columbia (City), SC (State).


Signature of Authorized Officer or Agent

David Solano, Vice President / General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 DAY OF November, 20 24


Notary Public

01/03/2034
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid Item #24-299 Rental Car Concession for Augusta, GA - Augusta Regional Airport

[Bid Project Number and Project Name]

David Solano, Vice President / General Manager

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Enterprise Leasing Company - Southeast, LLC

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


Signature of Applicant

David Solano

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF November, 2024


Notary Public

My Commission Expires: 01/03/2024

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
REV. 2/17/2016

BID FORM

Enterprise Leasing Company - Southeast, LLC

November 11, 2024

Name

Date

101 Business Park, Blvd., Suite 1100, Columbia, SC 29203-9498

Address

803-830-9180

803-210-2690

david.e.solano@em.com

Phone

Fax

Email

Enterprise Rent-A-Car

Brand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 346,096.00
March 1, 2026 to February 28, 2027	\$ 353,018.00
March 1, 2027 to February 28, 2028	\$ 360,078.00
March 1, 2028 to February 28, 2029	\$ 367,280.00
March 1, 2029 to February 28, 2030	\$ 374,625.00
FIVE YEAR TOTAL	\$ 1,801,097.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

David Solano

Vice President / General Manager

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



TRADE SECRET STATUS AFFIDAVIT

Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with Bid Item #24-299 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Enterprise are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

Leasing Company - Southeast, LLC

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld (See attached list)
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print] David Solano

Vice President General Manager

[Signatory's Title]

Enterprise Leasing Company - Southeast, LLC

[Signatory's Title] [Company Name]

Date: November 11, 2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 11 DAY OFNovember, 2024

NOTARY PUBLIC

My Commission Expires: 1/3/2034

Return Page Only if Applicable

Trade Secret Information Requested to be withheld

Balance Sheets for Fiscal Year ending July 31, 2022, 2023, and 2024

Statements of Comprehensive Income for Fiscal Year ending July 31, 2022, 2023, and 2024

Proposer's Financial Statements constitute a Trade Secret because they are financial data.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 36353-Lib-24-13A

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Enterprise Leasing Company - Southeast, LLC

101 Business Park Blvd, Suite 1100
Columbia, SC 29203

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116

State of Inc: Massachusetts

OWNER:

(Name, legal status and address)

Augusta Commission - Augusta Procurement Department

535 Telfair Street - Room 605
Augusta, GA 30901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Thousand and 00/100 Dollars (\$10,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Bid Item #24-299 - Rental Car Concession - Augusta Regional Airport
Bid Date: December 10, 2024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bid specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2024

(Witness)

Brittany D. Stuckel

(Witness) Brittany D. Stuckel

Enterprise Leasing Company - Southeast, LLC

(Principal)

(Seal)

(Title)

Paula M. Morgan

PAULA M. MORGAN - ASST SEC

(Surety)

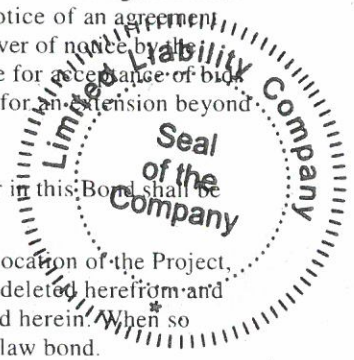
Liberty Mutual Insurance Company

(Seal)

(Title)

JoAnn R. Frank

JoAnn R. Frank, Attorney-in-Fact



State of Missouri }
County of St. Louis } ss:

On November 12, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

JoAnn R. Frank

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 18, 2025

Sandra L. Ham

Sandra L. Ham

Notary Public





POWER OF ATTORNEY

Certificate No: 8204866

Item 2.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

JoAnn R. Frank

all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *Nathan J. Zangerle*

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2024.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NOT VALID FOR MORTGAGE, NOTE, JUDICI, LETTER OF CREDIT, currency rate, interest rate or residual value guarantees.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION


The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

 X The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

 The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeror's firm: Enterprise Leasing Company - Southeast, LLC

State Registration No. J651895

By 
(Signature) David Solano

Vice President / General Manager
Title

FORM 2: LETTER OF INTENT

Name of Vendor/offeror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Color Addix, LLC

Address: 5535 Rosebank Ct

City: Lexington

State: SC

Zip: 29073

Telephone: 706-504-2534

Description of work to be performed by ACDBE firm:

--- Automotive Body Shop Repair Work

The Vendor/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 11,534.00.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By  
(Signature) (Title)

If the Vendor/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 2: LETTER OF INTENT

Name of Vendor/offeror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Longhouse Inventory Solutions, LLC

Address: P.O. Box 1212

City: Claremore

State: OK

Zip: 74018

Telephone: 918-342-3127

Description of work to be performed by ACDBE firm:

--- Products: Baby Seats, Car Wash Supplies, General Cleaning Supplies,

The Vendor/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 4,806.00.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Jami Jones President
(Signature) (Title)

If the Vendor/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATION

Name of Vendor/offeror's Firm: Enterprise Leasing Company - Southeast, LLC

Concession Type: Rental Car Concession

I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures
\$786,537.00

II. ACDBE Participation (III / I) 2.08%

Name of ACDBE Firm	Address	Goods/services	NAICS	Contract Amount
Color Addix, Inc	5535 Rosebank Ct, Lexington, Sc 29073	Autobody Repair	811121	\$11,534.00
Longhouse Inventory Solutions, LLC	P.O. Box 1212, Claremore, OK 74018	Cleaning supplies, baby seats, etc	42399	\$4,806.00
				\$
				\$
				\$
				\$
				\$
				\$
III. Ttl ACDBE Participation				\$16,340.00

**RENTAL CAR CONCESSION & LEASE AGREEMENT
AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT
AND
AVIS BUDGET CAR RENTAL, LLC
D/B/A AVIS**

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION.....	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

SECTION 36 - NON-DISCRIMINATION	39
SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES	43
SECTION 38 - DAMAGE TO AIRPORT	46
SECTION 39 - NOTICES	46
SECTION 40 - LIENS	46
SECTION 41 - RULES AND REGULATIONS.....	47
SECTION 42 - SURVIVAL	48
SECTION 43 - ENTIRE AGREEMENT	49
SECTION 44 - GOVERNING LAW	49
SECTION 45 - VENUE.....	49
SECTION 46 - ATTORNEY’S FEES	49
SECTION 47 - MISCELLANEOUS PROVISIONS.....	49
EXHIBIT A - COUNTER SPACE	54
EXHIBIT B - READY RETURN BLOCKS.....	55
EXHIBIT C - SERVICE FACILITY	56
EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET	57
EXHIBIT E - REQUIRED SUBMITTALS	58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC (Lessee) d/b/a Avis, a limited liability company existing under the laws of the state of Delaware.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 "Airport" shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r
cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, parking tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean Avis Budget Car Rental, LLC, a limited liability company authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that are

removable from Lessee's Premises without substantial or permanent injury or damage to Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.2.1 **Organization and Power.** The Lessee is a limited liability company duly organized, val existing, and in good standing under and by virtue of the laws of the State of Delaware, is authorized to do business in the State of Georgia and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property

designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred eighty-two (282) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block C containing forty-two (42) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 **Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of nine(9) 180' fleet holding lanes and one (1) 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee’s fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee’s Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee’s specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

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

8.6 Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.

- (4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Avis. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of arranging rental car and related service for Airport Customers. The concession rights and

privileges granted and awarded to Lessee are expressly made subject to the terms of Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 278,325.00
March 1, 2026 – February 28, 2027	\$ 286,675.00
March 1, 2027 – February 29, 2028	\$ 295,275.00
March 1, 2028 – February 28, 2029	\$ 304,133.00
March 1, 2029 – February 28, 2030	\$ 313,257.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred eighty-two (282) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "C".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$ 5,110.00
March 1, 2026 – February 28, 2027	\$ 5,749.00
March 1, 2027 – February 29, 2028	\$ 6,388.00
March 1, 2028 – February 28, 2029	\$ 7,026.00
March 1, 2029 – February 28, 2030	\$ 7,665.00

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Lessee shall

the sum of \$3,673 per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.

At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve-months operating and maintenance budget is set forth in Exhibit "D."

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Airport Executive Director

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

Item 2.

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term "local" shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee's Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, gr requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

- 32.13 **Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 32.14 **Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.
- 32.15 **Deleted**
- 32.16 **Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2 Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

Item 2.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 38 - DAMAGE TO AIRPORT

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

SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

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

With a copy to:

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

All notices to Lessee shall be mailed to:

Avis Budget Car Rental, LLC
379 Interpace Parkway
Parsippany, NJ 07054

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

SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any s
liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

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

- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the

Agreement Price of consideration the full amount of such commission, percentage, broker or contingent fee.

- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from s subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

Avis Budget Car Rental, LLC

By: _____



Title: Jeffrey Luna, Vice President

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Jim Plunkett, General Counsel

Date: _____

EXHIBIT A - COUNTER SPACE

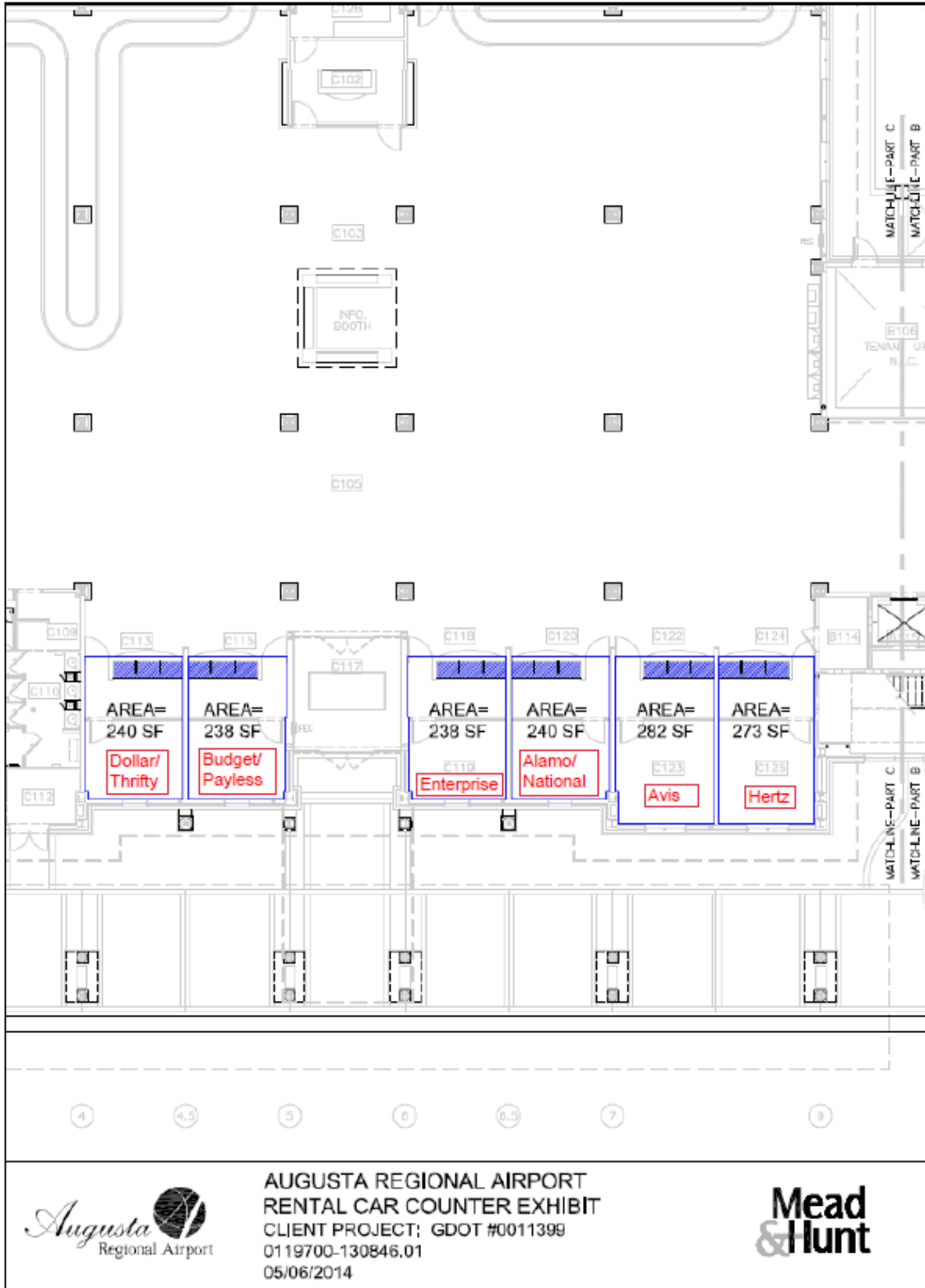
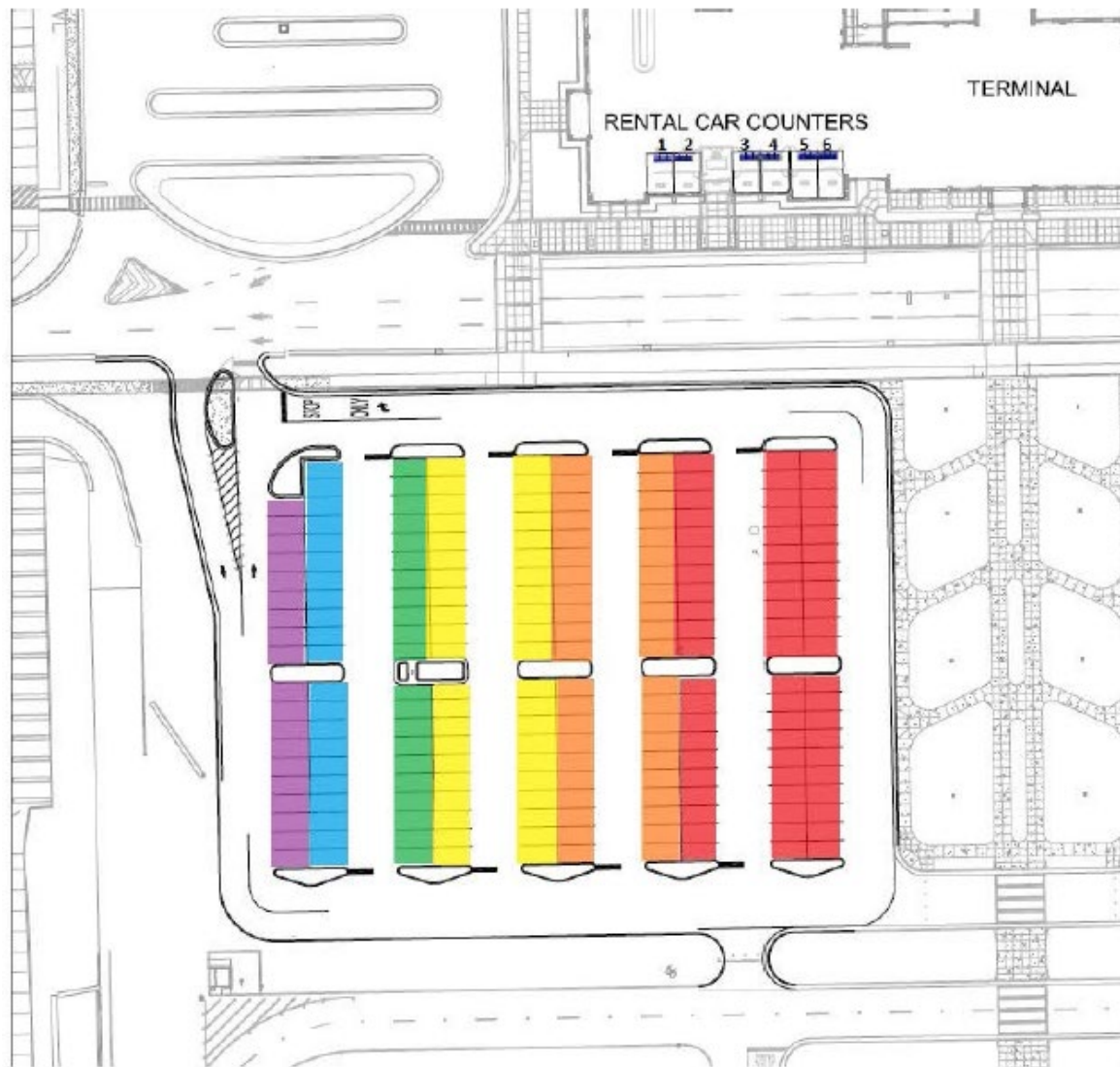


EXHIBIT B - READY RETURN BLOCKS



Alamo/National	Block A - 63 spaces
Enterprise	Block B - 42 spaces
Avis	Block C - 42 spaces
Budget/Payless	Block D - 21 spaces
Hertz	Block E - 21 spaces
Dollar/Thrifty	Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

EXHIBIT C - SERVICE FACILITY



EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

Allocation of Service Facility Budget for Year 1 in Agreement			
Estimated Year 1 Budget		\$ 259,200	
Blocks not selected - retained for Airport use			
Block 6	8.2%	(21,254)	
Block 5	15.9%	(41,213)	
Costs to be allocated based on transactions		\$ 196,733	
Lessees' Brand(s)	% Share *	\$ Share/Annual	\$ Monthly
Alamo/National	33%	\$ 64,351	\$ 5,363
Enterprise	27%	\$ 53,166	\$ 4,431
Avis	22%	\$ 44,072	\$ 3,673
Budget/Payless	18%	\$ 35,144	\$ 2,929
		\$ 196,733	\$ 16,396
* Based on 2024 actual transactions provided by concessionaires.			

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: AVIS BUDGET CAR RENTAL, LLCStreet Address: 379 INTERPACE PARKWAYCity, State, Zip Code: PARSIPPANY, NEW JERSEY 07054Phone: 608.385.6549 Fax: _____ Email: JEFFREY.LUNA@AVISBUDGET.COMDo You Have A Business License? Yes: X No: _____Augusta, GA Business License # for your Company (**Must Provide**): AVIS LCB19990012826And/or Your State/Local Business License # for your Company (**Must Provide**): _____Utility Contractors License # (**Must Provide if applicable**): _____ **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (**Must Provide if applicable**): _____Additional Specialty License # (**Must Provide if applicable**): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____**Acknowledgement of Addenda:** (#1) X : (#2) X : (#3) X : (#4) _____ : (#5) _____ : (#6) _____ : (#7) _____ : (#8) _____ :**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE****Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

Date of Authorization

**** (E-Verify Number)** 142032

08/05/2008

AVIS BUDGET CAR RENTAL, LLC

BID ITEM #24-299 RENTAL CAR CONCESSION

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 5 December, 20 24 in PARSIPPANY (City), NEW JERSEY (State).

Signature of Authorized Officer or Agent

JEFFREY LUNA, VICE PRESIDENT

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5

DAY OF DECEMBER

11/25/2028

My Commission Expires:

NOTARY SEAL



Notary Public DONNA A. SHABINAW

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted a part of the Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

ITB # 24-299 RENTAL CAR CONCESSION FOR AUGUSTA, GA -- AUGUSTA REGIONAL AIRPORT

[Bid Project Number and Project Name]

JEFFREY LUNA

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

AVIS BUDGET CAR RENTAL, LLC

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. •

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

JEFFREY LUNA

Printed Name

N/A

*Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5 DAY OF DECEMBER , 20 24

Notary Public **DONNA A. SHABINAW**

My Commission Expires: 11/25/2028

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

BID FORM

AVIS BUDGET CAR RENTAL, LLC

12/05/2024

Name

Date

379 INTERPACE PARKWAY, PARSIPPANY, NEW JERSEY 07054

Address

608.385.6549

JEFFREY.LUNA@AVISBUDGET.COM

Phone

Fax

Email

AVIS

Brand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 278,325.00
March 1, 2026 to February 28, 2027	\$ 286,675.00
March 1, 2027 to February 28, 2028	\$ 295,275.00
March 1, 2028 to February 28, 2029	\$ 304,133.00
March 1, 2029 to February 28, 2030	\$ 313,257.00
FIVE YEAR TOTAL	\$ 1,477,665.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

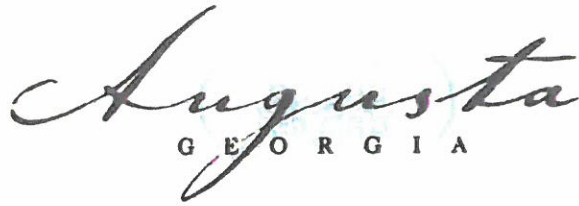
Signature

JEFFREY LUNA

VICE PRESIDENT

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

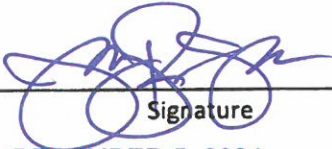


EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the bid.

Below are the exceptions to the stated specifications:

N/A - NONE



 Signature
 DECEMBER 5, 2024

 Date
 AVIS BUDGET CAR RENTAL, LLC

 Company
 VICE PRESIDENT

 Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in any way different from that contained in the specifications.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

X The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

_____ The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of _____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeree's firm: Avis Budget Car Rental, LLC

State Registration No. 0605879

By Sydney Peruzzato Supplier Diversity &
(Signature) Procurement Analyst
Title

FORM 2: LETTER OF INTENTName of Vendor/offendor's firm: Avis Budget Car Rental, LLCAddress: 379 Interpace ParkwayCity: Parsippany State: NJ Zip: 07054Name of ACDBE firm: Leslie Saunders Insurance Agency, Inc.Address: 4584 N. Rancho Dr.City: Las Vegas State: NV Zip: 89130Telephone: 702-646-2082

Description of work to be performed by ACDBE firm:

Insurance, these activities include procurement of carriers and training
of our counter personnel on the products we offer customers through close
coordination with the corporate insurance group.

The Vendor/offendor is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ \$24,085.85.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Quincy Branch President/CEO
 (Signature) (Title)

If the Vendor/offendor does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATION**Name of Vendor/offeror's Firm:** Avis Budget Car Rental, LLC**Concession Type:** Car rental**I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures****\$ \$1,169,216.26 per year (annual expenditures)****II. ACDBE Participation (III / I) %**

2.06%

<u>Name of ACDBE Firm</u>	<u>Address</u>	<u>Goods/services</u>	<u>NAICS</u>	<u>Contract Amount</u>
Leslie Saunders Insurance Agency, Inc	4584 N. Rancho Dr. Las Vegas, NV 89130	Goods & Services	524210	\$ \$24,085.85
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<u>III. Ttl ACDBE Participation</u>				\$ \$24,085.85



November 21, 2024

Donna A. Shabinaw
 AVIS BUDGET CAR RENTAL, LLC
 379 Interpace Parkway
 Parsippany, NJ 07054

Re: AUGUSTA COMMISSION

Project: Bid Item #24-299 - Rental Car Concession for Augusta, Georgia – Augusta Regional Airport
 Estimated Contract Price: \$1,373,459.00
 Bid Date: 12/10/2024
 Surety: W. R. BERKLEY GROUP

Dear Donna A. Shabinaw:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

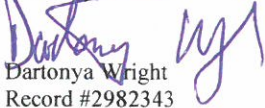
If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


 Dartonya Wright
 Record #2982343

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Bond**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, AVIS BUDGET CAR RENTAL, LLC

of 379 Interpace Parkway, Parsippany, NJ 07054

(hereinafter called the Principal), as Principal, and

BERKLEY INSURANCE COMPANY

(hereinafter called the Surety),

as Surety, are held and firmly bound unto

AUGUSTA COMMISSION,
535 Telfair Street, Room 605 Augusta GA 30901

(hereinafter called the Obligee) in the penal sum of

Ten Thousand and 00/100 Dollars (\$ 10,000.00)

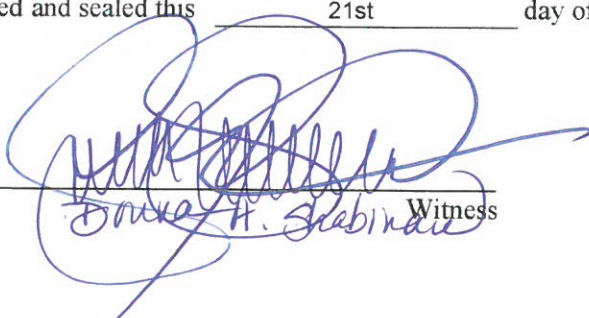
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bid Item #24-299 - Rental Car Concession for Augusta, Georgia – Augusta Regional Airport

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 21st day of November, 2024



Daniel H. Strabian

Witness

AVIS BUDGET CAR RENTAL, LLC

(Seal)

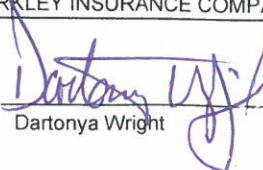
Principal



VICE PRESIDENT
Title

BERKLEY INSURANCE COMPANY

By



Dartonya Wright

Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Judith A. Lucky-Eftimov; Christina L. Sandoval; Derek J. Elston; Aerie Walton; Bartlomiej Siepierski; Jessica B. Dempsey; Samantha Chierici; Kristin L. Hannigan; Nicholas Pantazis; Nicholas Kertesz; Corinne Chapman; Jean Torres; Roger Paraison; Tara A. Maquinto; Dartonya Wright; Robert Nachreiner; or Aaron D. Griffin of Aon Risk Services Central, Inc. of Chicago, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By

Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of November, 2024.



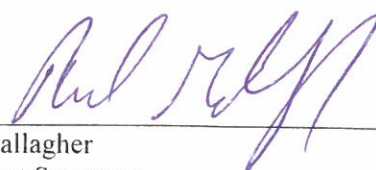
Vincent P. Forte

AVIS BUDGET CAR RENTAL, LLC
ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 13th day of November 2024.



Paul Gallagher
Assistant Secretary



Control Number : 0605879

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

AVIS BUDGET CAR RENTAL, LLC**a Foreign Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 28223856
Date Inc/Auth/Filed: 01/25/2006
Jurisdiction : Delaware
Print Date : 11/20/2024
Form Number : 211

*Brad Raffensperger*

Brad Raffensperger
Secretary of State

**RENTAL CAR CONCESSION & LEASE AGREEMENT
AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT
AND
AVIS BUDGET CAR RENTAL, LLC
D/B/A BUDGET AND PAYLESS**

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION.....	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES.....	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

SECTION 36 - NON-DISCRIMINATION	39
SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES	43
SECTION 38 - DAMAGE TO AIRPORT	46
SECTION 39 - NOTICES	46
SECTION 40 - LIENS	46
SECTION 41 - RULES AND REGULATIONS.....	47
SECTION 42 - SURVIVAL	48
SECTION 43 - ENTIRE AGREEMENT	49
SECTION 44 - GOVERNING LAW	49
SECTION 45 - VENUE.....	49
SECTION 46 - ATTORNEY’S FEES	49
SECTION 47 - MISCELLANEOUS PROVISIONS.....	49
EXHIBIT A - COUNTER SPACE	54
EXHIBIT B - READY RETURN BLOCKS.....	55
EXHIBIT C - SERVICE FACILITY	56
EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET	57
EXHIBIT E - REQUIRED SUBMITTALS	58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC (Lessee) d/b/a Budget and Payless, a limited liability company existing under the laws of the state of Delaware.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 "Airport" shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, park tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean Avis Budget Car Rental, LLC, a limited liability company authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that ar

removable from Lessee's Premises without substantial or permanent injury or damage

Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

2.2.1 **Organization and Power.** The Lessee is a limited liability company duly organized, val existing, and in good standing under and by virtue of the laws of the State of Delaware, is authorized to do business in the State of Georgia and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred thirty-eight (238) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block D containing twenty-one (21) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 **Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of eight (8) 180' fleet holding lanes and one (1) 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee’s fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee’s Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee’s specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

- 8.5 Lessee shall use the Premises and the facilities of the Airport in accordance with published Airport Rules and Regulations. Lessee specifically agrees to comply with all present or future Rules and Regulations of the Airport that are promulgated for the general safety and convenience of the Airport, its various tenants, invitees, licensees, and the general public and which do not materially affect the use and enjoyment of the Premises for the purposes for which they are intended under this Agreement. Said Rules and Regulations may be examined by Lessee at the offices of the Airport’s Aviation Services.
- 8.6 Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:
- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
 - (2) Washing of vehicles only in the car wash bay designated for that purpose.
 - (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.

- (4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Budget and Payless. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of arranging rental car and related service for Airport Customers. The concession rights and

privileges granted and awarded to Lessee are expressly made subject to the terms of Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 259,509.00
March 1, 2026 – February 28, 2027	\$ 266,264.00
March 1, 2027 – February 29, 2028	\$ 274,252.00
March 1, 2028 – February 28, 2029	\$ 282,480.00
March 1, 2029 – February 28, 2030	\$ 290,954.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred thirty-eight (238) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "D".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$ 2,555.00
March 1, 2026 – February 28, 2027	\$ 2,874.00
March 1, 2027 – February 29, 2028	\$ 3,194.00
March 1, 2028 – February 28, 2029	\$ 3,513.00
March 1, 2029 – February 28, 2030	\$ 3,833.00

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Lessee shall

the sum of \$2,929 per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.

At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve-months operating and maintenance budget is set forth in Exhibit "D."

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

Item 2.

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term "local" shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee's Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, gr requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

- 32.13 **Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 32.14 **Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.
- 32.15 **Deleted**
- 32.16 **Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2 Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 38 - DAMAGE TO AIRPORT

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

SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

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

With a copy to:

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

All notices to Lessee shall be mailed to:

Avis Budget Car Rental, LLC
379 Interpace Parkway
Parsippany, NJ 07054

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

SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

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

- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the

Agreement Price of consideration the full amount of such commission, percentage, broker or contingent fee.

- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from s subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

Avis Budget Car Rental, LLC

By:  _____

Title: Jeffrey Luna, Vice President

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Jim Plunkett, General Counsel

Date: _____

EXHIBIT A - COUNTER SPACE

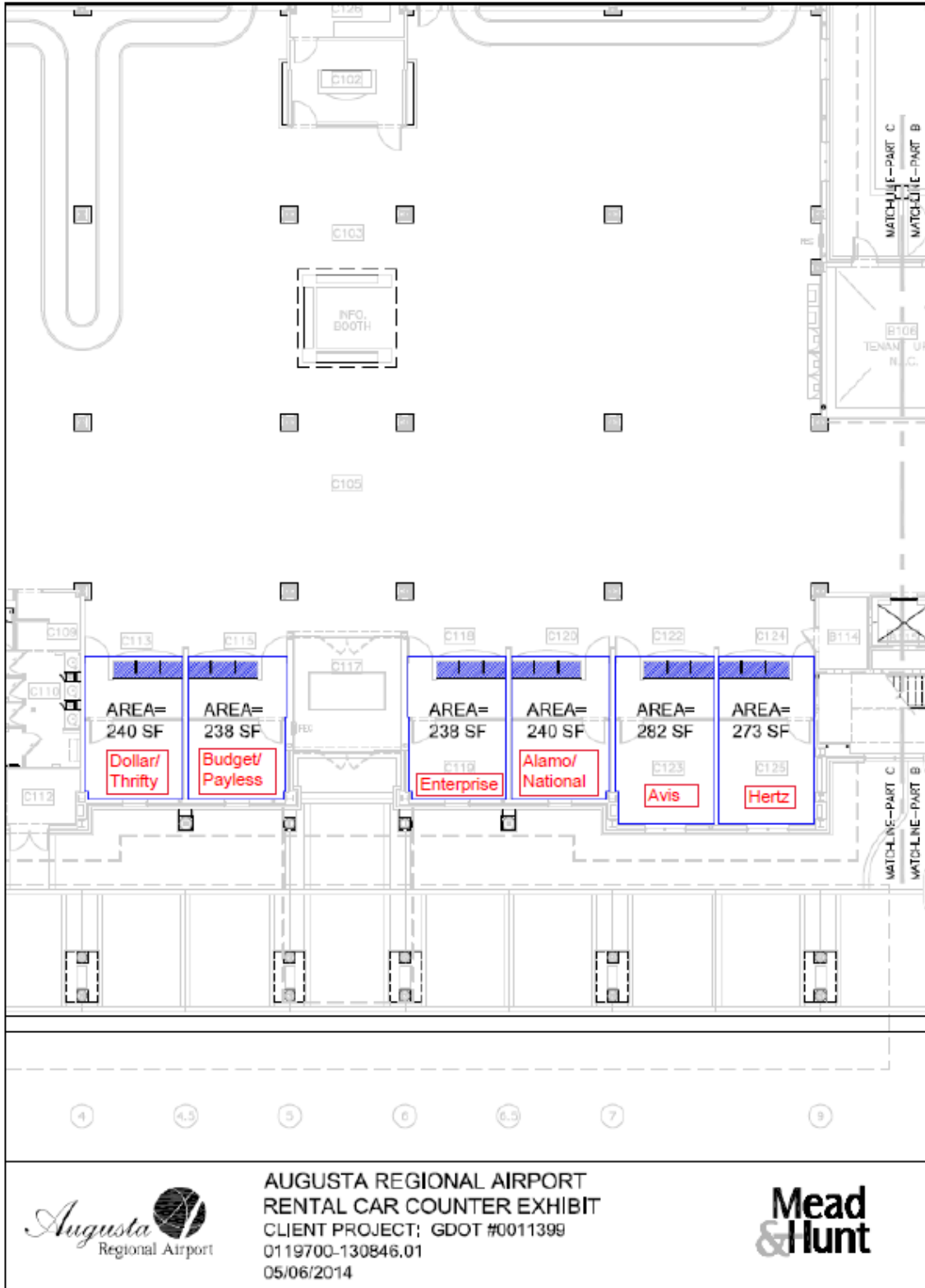
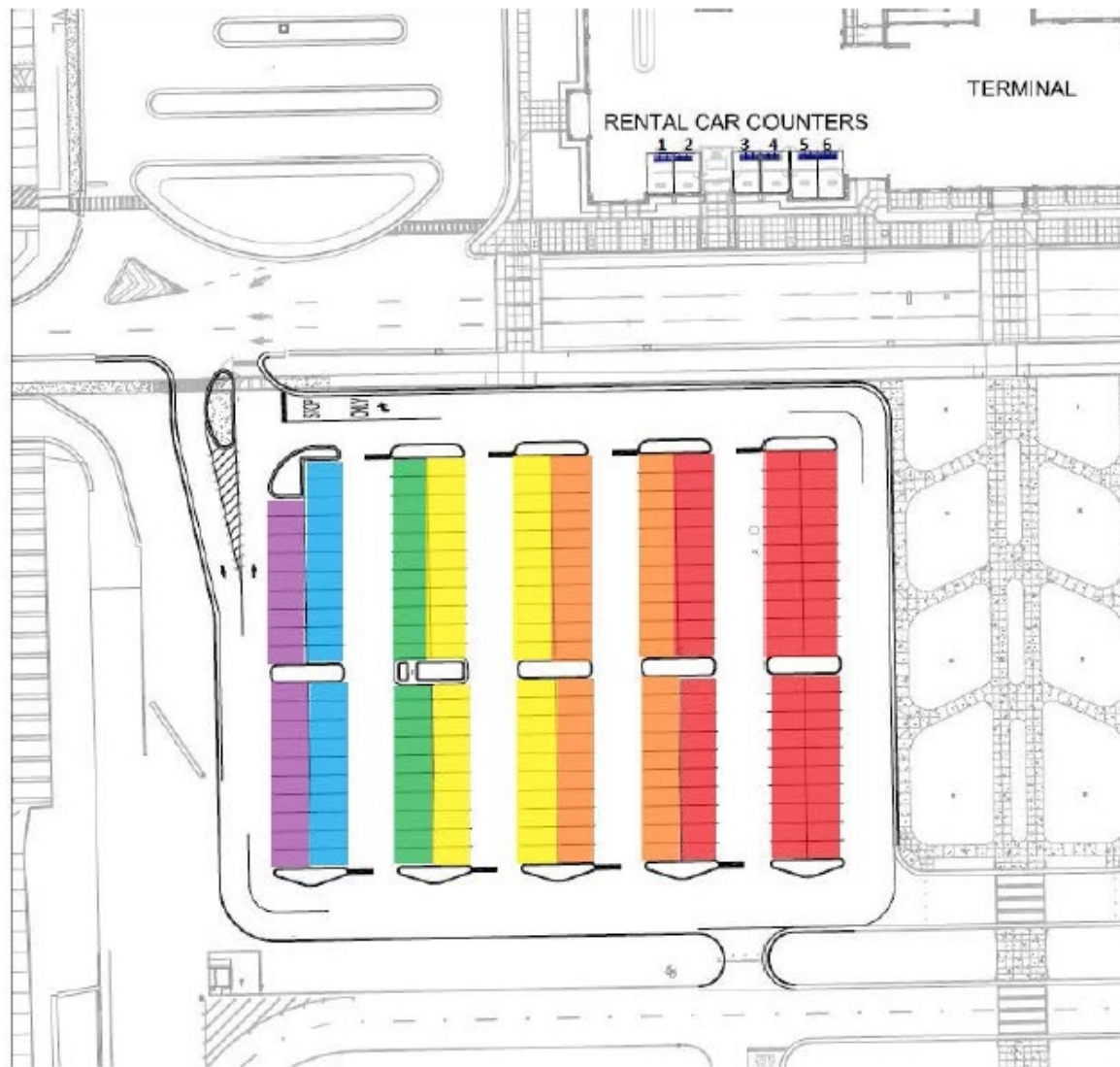


EXHIBIT B - READY RETURN BLOCKS



Alamo/National	Block A - 63 spaces
Enterprise	Block B - 42 spaces
Avis	Block C - 42 spaces
Budget/Payless	Block D - 21 spaces
Hertz	Block E - 21 spaces
Dollar/Thrifty	Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

EXHIBIT C - SERVICE FACILITY

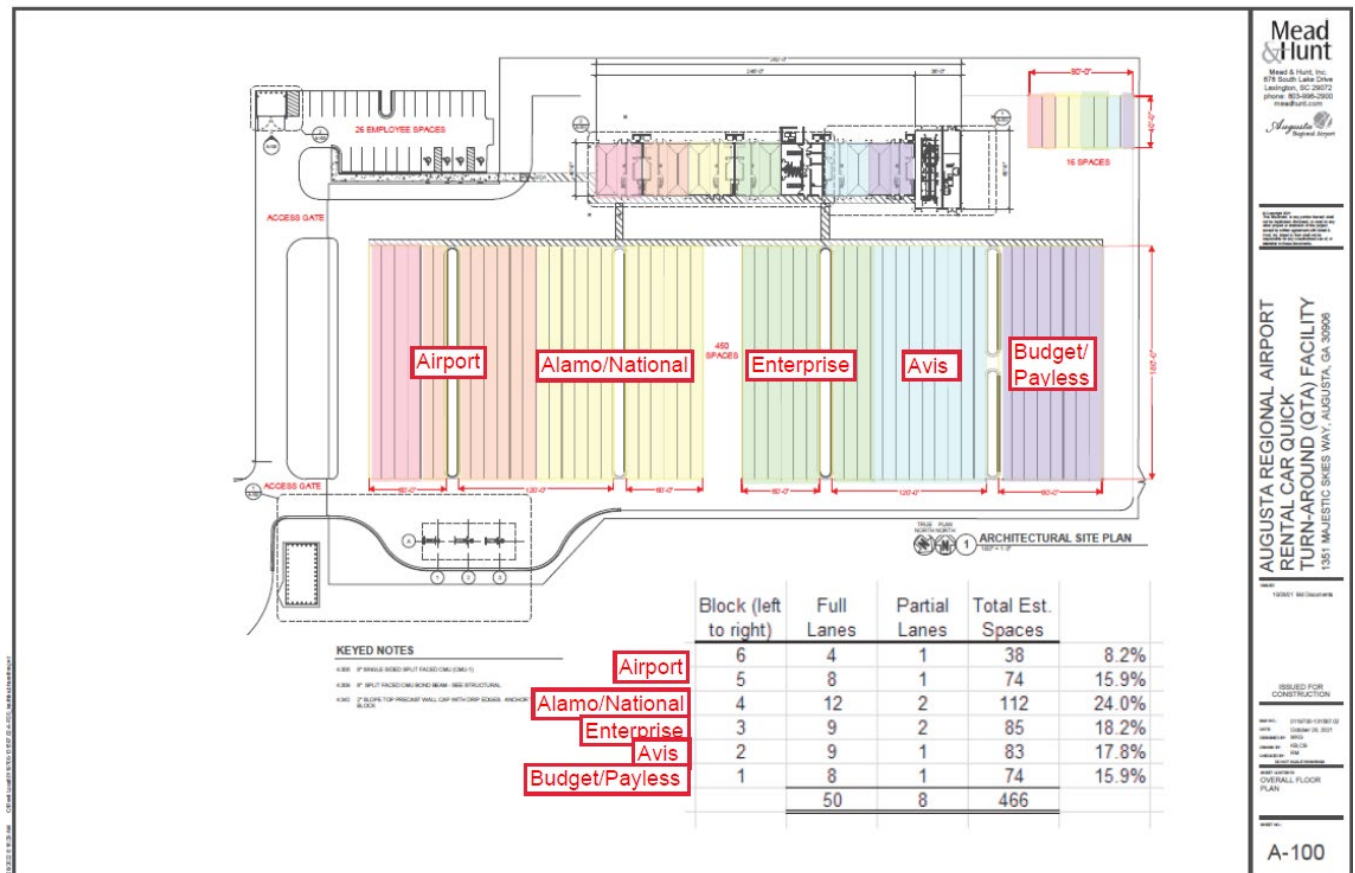


EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

Allocation of Service Facility Budget for Year 1 in Agreement			
Estimated Year 1 Budget		\$ 259,200	
Blocks not selected - retained for Airport use			
Block 6	8.2%	(21,254)	
Block 5	15.9%	(41,213)	
Costs to be allocated based on transactions		<u>\$ 196,733</u>	
Lessees' Brand(s)	% Share *	\$ Share/Annual	\$ Monthly
Alamo/National	33%	\$ 64,351	\$ 5,363
Enterprise	27%	\$ 53,166	\$ 4,431
Avis	22%	\$ 44,072	\$ 3,673
Budget/Payless	18%	\$ 35,144	\$ 2,929
		<u>\$ 196,733</u>	<u>\$ 16,396</u>
* Based on 2024 actual transactions provided by concessionaires.			

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: AVIS BUDGET CAR RENTAL, LLCStreet Address: 379 INTERPACE PARKWAYCity, State, Zip Code: PARSIPPANY, NEW JERSEY 07054Phone: 608.385.6549 Fax: _____ Email: JEFFREY.LUNA@AVISBUDGET.COMDo You Have A Business License? Yes: ☒ No: _____Augusta, GA Business License # for your Company (**Must Provide**): BUDGET LCB19990014097 PAYLESS LCB 20140000556And/or Your State/Local Business License # for your Company (**Must Provide**): _____Utility Contractors License # (**Must Provide if applicable**): _____ **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (**Must Provide if applicable**): _____Additional Specialty License # (**Must Provide if applicable**): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) ☒ : (#2) ☒ : (#3) ☒ : (#4) _____ : (#5) _____ : (#6) _____ : (#7) _____ : (#8) _____

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

Date of Authorization

**** (E-Verify Number)** 142032

08/05/2008

AVIS BUDGET CAR RENTAL, LLC

BID ITEM #24-299 RENTAL CAR CONCESSION

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 5 December, 20 24 in PARSIPPANY (City), NEW JERSEY (State).

Signature of Authorized Officer or Agent

JEFFREY LUNA, VICE PRESIDENT

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5

DAY OF DECEMBER

20 24

11/25/2028

Notary Public DONNA A. SHABINAW

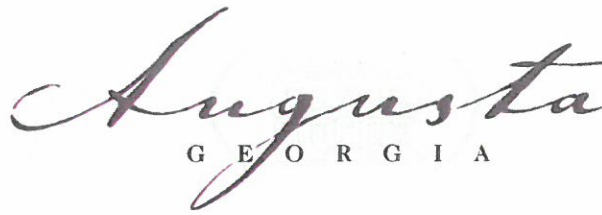
My Commission Expires:

NOTARY SEAL



The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the August 2024 Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

ITB # 24-299 RENTAL CAR CONCESSION FOR AUGUSTA, GA -- AUGUSTA REGIONAL AIRPORT

[Bid Project Number and Project Name]

JEFFREY LUNA

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

AVIS BUDGET CAR RENTAL, LLC

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. •

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

JEFFREY LUNA

Printed Name

N/A

*Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5 DAY OF DECEMBER, 2024

Notary Public **DONNA A. SHABINAW**

My Commission Expires: 11/25/2028

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

BID FORM

AVIS BUDGET CAR RENTAL, LLC

12/05/2024

Name

Date

379 INTERPACE PARKWAY, PARSIPPANY, NEW JERSEY 07054

Address

608.385.6549

JEFFREY.LUNA@AVISBUDGET.COM

Phone

Fax

Email

BUDGET & PAYLESS

Brand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 259,509.00
March 1, 2026 to February 28, 2027	\$ 266,264.00
March 1, 2027 to February 28, 2028	\$ 274,252.00
March 1, 2028 to February 28, 2029	\$ 282,480.00
March 1, 2029 to February 28, 2030	\$ 290,954.00
FIVE YEAR TOTAL	\$ 1,373,459.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

JEFFREY LUNA

VICE PRESIDENT

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

**EXCEPTION SHEET**

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the bid.

Below are the exceptions to the stated specifications:

N/A - NONE

A handwritten signature in blue ink, appearing to be "A. Smith", written over a horizontal line.

Signature

DECEMBER 5, 2024

Date

AVIS BUDGET CAR RENTAL, LLC

Company

VICE PRESIDENT

Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in any way different from that contained in the specifications.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

 X The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

 The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeror's firm: Avis Budget Car Rental, LLC

State Registration No. 0605879

By Sydney Peruzzato Supplier Diversity & Procurement Analyst
(Signature) Title

FORM 2: LETTER OF INTENTName of Vendor/offeree's firm: Avis Budget Car Rental, LLCAddress: 379 Interpace ParkwayCity: Parsippany State: NJ Zip: 07054Name of ACDBE firm: Leslie Saunders Insurance Agency, Inc.Address: 4584 N. Rancho Dr.City: Las Vegas State: NV Zip: 89130Telephone: 702-646-2082

Description of work to be performed by ACDBE firm:

Insurance, these activities include procurement of carriers and training
of our counter personnel on the products we offer customers through close
coordination with the corporate insurance group.

The Vendor/offeree is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 26,702.05.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Quincy Branch President/CEO
 (Signature) (Title)

If the Vendor/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATION**Name of Vendor/offeror's Firm:** Avis Budget Car Rental, LLC**Concession Type:** Car rental**I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures****\$** \$1,296,215.87 per year (annual expenditures)**II. ACDBE Participation (III / I) %**

2.06%

<u>Name of ACDBE Firm</u>	<u>Address</u>	<u>Goods/services</u>	<u>NAICS</u>	<u>Contract Amount</u>
Leslie Saunders Insurance Agency, Inc	4584 N. Rancho Dr. Las Vegas, NV 89130	Goods & Services	524210	\$ 26,702.05
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<u>III. Ttl ACDBE Participation</u>				\$ 26,702.05

STRATEGIC BUSINESS & DIVERSITY RELATIONS

ACDBE/DBE PARTICIPATION

Augusta Regional Airport (AGS)

Avis Budget Group (ABG), with respect to Augusta Regional Airport (AGS) has actively engaged in outreach efforts to promote ACDBE (Airport Concession Disadvantaged Business Enterprise) participation. ABG is currently using the firm Leslie Saunders Insurance Agency to satisfy ACDBE efforts at all other airports we currently operate at. At the award of this bid, Leslie Saunders will be used to satisfy any ACDBE goal set forth by the airport. Other ACDBE's will be sought out as needed and promoted throughout the airport at the award of a successful bid.

Our Supplier Diversity team is also working closely with procurement managers to identify and recruit more ACDBE and DBE (Disadvantaged Business Enterprise) suppliers. We have collaborated with the fuel procurement manager to include ACDBE suppliers in Requests for Proposals (RFPs) for all locations and have asked other category managers to include any identified ACDBE suppliers when we send out the RFPs in the event of a successful bid.

ABG has consistently placed supplier diversity at the forefront of its priorities, striving to align with the airport's ACDBE goals at every location. The narrative above illustrates our commitment and the steps taken to support AGS airport in achieving its ACDBE objectives.

Furthermore, ABG participated in the Airport Minority Advisory Council (AMAC) event on 5/7/2024, known as the 2024 Car Rental Outreach Day. This event allowed us to expand our resources and conduct market research to identify available ACDBEs in the state of Georgia. Jim Akers, Vice President of Global Procurement, and Izzy Martins, EVP of

Americas, participated in a panel to provide insights into ABG's business operations and how to connect with our procurement team, offering ACDBEs a direct line of communication. We will prioritize any firms that have expressed interest in servicing AGS.

Avis Budget Group is a member of the National Billion Dollar Roundtable (BDR). The BDR is an exclusive organization, comprising about 40 members, for companies that annually spend at least one billion U.S. dollars with diverse-owned suppliers, including minority and women-owned businesses. Avis Budget Group is the only company in the travel industry that has membership in the BDR. This membership reflects our commitment to supplier diversity, encouragement of inclusive business practices, and collaboration among the BDR member companies.

Notably, Avis Budget Group Inc. recently received the prestigious 2023 Best of the Decade 100 award from Women's Business Enterprise (WE USA) and Minority Business News (MBN USA). This award highlights Avis Budget Group Inc.'s outstanding dedication to promoting diversity and inclusion within the supply chain. The Best of the Decade 100 distinction is reserved for companies that excel in supporting minority business development and innovation through their supplier diversity programs.

avis budget group



AVIS[®] PLAN ON US[™]
Budget[®]





November 22, 2024

Donna A. Shabinaw
AVIS BUDGET CAR RENTAL, LLC
379 Interpace Parkway
Parsippany, NJ 07054

Re: AUGUSTA COMMISSION

Project: Bid Item #24-299 - Rental Car Concession for Augusta, Georgia – Augusta Regional Airport
Estimated Contract Price: \$1,477,665.00
Bid Date: 12/10/2024
Surety: W. R. BERKLEY GROUP

Dear Donna A. Shabinaw:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Dartonya Wright
Record #2982385

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Bond

BID BOND

KNOW ALL BY THESE PRESENTS, That we, AVIS BUDGET CAR RENTAL, LLC

of 379 Interpace Parkway, Parsippany, NJ 07054

(hereinafter called the Principal), as Principal, and

BERKLEY INSURANCE COMPANY

(hereinafter called the Surety),

as Surety, are held and firmly bound unto

AUGUSTA COMMISSION,
535 Telfair Street, Room 605 Augusta GA 30901

(hereinafter called the Obligee) in the penal sum of

Ten Thousand and 00/100 Dollars (\$ 10,000.00)


for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bid Item #24-299 - Rental Car Concession for Augusta, Georgia – Augusta Regional Airport

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 21st day of November, 2024

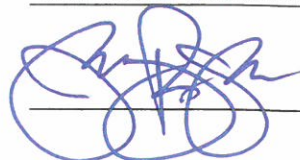


Witness
Dorothy K. Shabman

AVIS BUDGET CAR RENTAL, LLC

(Seal)

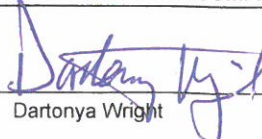
Principal



Vice President
Title

BERKLEY INSURANCE COMPANY

By


Dartonya Wright

Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Judith A. Lucky-Eftimov; Christina L. Sandoval; Derek J. Elston; Aerie Walton; Bartlomiej Siepierski; Jessica B. Dempsey; Samantha Chierici; Kristin L. Hannigan; Nicholas Pantazis; Nicholas Kertesz; Corinne Chapman; Jean Torres; Roger Paraison; Tara A. Maquinto; Dartonya Wright; Robert Nachreiner; or Aaron D. Griffin of Aon Risk Services Central, Inc. of Chicago, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By

*Philip S. Welt*Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-03-2029

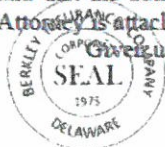
Maria C. Rundbaken

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of November, 2024.

*Vincent P. Forte*

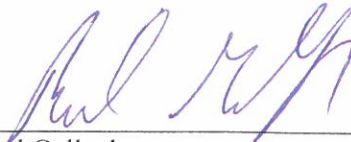
Vincent P. Forte

AVIS BUDGET CAR RENTAL, LLC
ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 13th day of November 2024.



Paul Gallagher
Assistant Secretary



Control Number : 0605879

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

AVIS BUDGET CAR RENTAL, LLC**a Foreign Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 28223856
Date Inc/Auth/Filed: 01/25/2006
Jurisdiction : Delaware
Print Date : 11/20/2024
Form Number : 211

*Brad Raffensperger*

Brad Raffensperger
Secretary of State

**RENTAL CAR CONCESSION & LEASE AGREEMENT
AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT
AND**

GSP TRANSPORTATION, INC.

D/B/A DOLLAR RENT A CAR AND THRIFTY CAR RENTAL

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

SECTION 36 - NON-DISCRIMINATION	39
SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES	43
SECTION 38 - DAMAGE TO AIRPORT	46
SECTION 39 - NOTICES	46
SECTION 40 - LIENS	46
SECTION 41 - RULES AND REGULATIONS.....	47
SECTION 42 - SURVIVAL	48
SECTION 43 - ENTIRE AGREEMENT	49
SECTION 44 - GOVERNING LAW	49
SECTION 45 - VENUE.....	49
SECTION 46 - ATTORNEY’S FEES	49
SECTION 47 - MISCELLANEOUS PROVISIONS.....	49
EXHIBIT A - COUNTER SPACE	54
EXHIBIT B - READY RETURN BLOCKS.....	55
EXHIBIT C - SERVICE FACILITY	56
EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET	57
EXHIBIT E - REQUIRED SUBMITTALS	58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and GSP Transportation, Inc. (Lessee) d/b/a Dollar Rent A Car and Thrifty Car Rental, a corporation existing under the laws of the state of South Carolina.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 "Airport" shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r
cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, park tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean GSP Transportation, Inc., a corporation authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that ar

removable from Lessee's Premises without substantial or permanent injury or damage

Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred forty (240) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block F containing nineteen (19) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 ~~**Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of _____ () 180' fleet holding lanes and _____ () 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."~~

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee’s fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee’s Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee’s specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

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

8.6 ~~Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:~~

~~(1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.~~

~~(2) Washing of vehicles only in the car wash bay designated for that purpose.~~

~~(3) Storage of its on airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.~~

~~(4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler~~

~~Prohibited activities at the Service Center include:~~

- ~~(1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.~~
- ~~(2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.~~
- ~~(3) Utilizing the Service Center for any maintenance not described in permitted activities above.~~
- ~~(4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.~~
- ~~(5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.~~
- ~~(6) Allowing customers or the general public to enter the Service Center.~~
- ~~(7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.~~
- ~~(8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.~~

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Dollar Rent A Car and Thrifty Car Rental. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of

arranging rental car and related service for Airport Customers. The concession rights and privileges granted and awarded to Lessee are expressly made subject to the terms of this Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 205,000.00
March 1, 2026 – February 28, 2027	\$ 211,150.00
March 1, 2027 – February 29, 2028	\$ 217,484.00
March 1, 2028 – February 28, 2029	\$ 224,009.00
March 1, 2029 – February 28, 2030	\$ 230,729.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred forty (240) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "F".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$ 2,312.00
March 1, 2026 – February 28, 2027	\$ 2,601.00
March 1, 2027 – February 29, 2028	\$ 2,890.00
March 1, 2028 – February 28, 2029	\$ 3,179.00
March 1, 2029 – February 28, 2030	\$ 3,468.00

~~17.2.3 **Operating And Maintenance Cost Allocation And Payment By Lessee** — Lessee shall the sum of \$X,XXX per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.~~

~~At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.~~

~~Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve months operating and maintenance budget is set forth in Exhibit "D."~~

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

Item 2.

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term “local” shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee’s Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, gr requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

- 32.13 **Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 32.14 **Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.
- 32.15 **Deleted**
- 32.16 **Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2 Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

Item 2.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 38 - DAMAGE TO AIRPORT

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

SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

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

With a copy to:

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

All notices to Lessee shall be mailed to:

GSP Transportation, Inc.
2429 S. Hwy 14
Greer, SC 29650

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

SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any s
liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

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

- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the

Agreement Price of consideration the full amount of such commission, percentage, broker or contingent fee.

- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from s subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

Dan Troutman, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

GSP Transportation, Inc.

By: _____

Title: _____

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT A - COUNTER SPACE

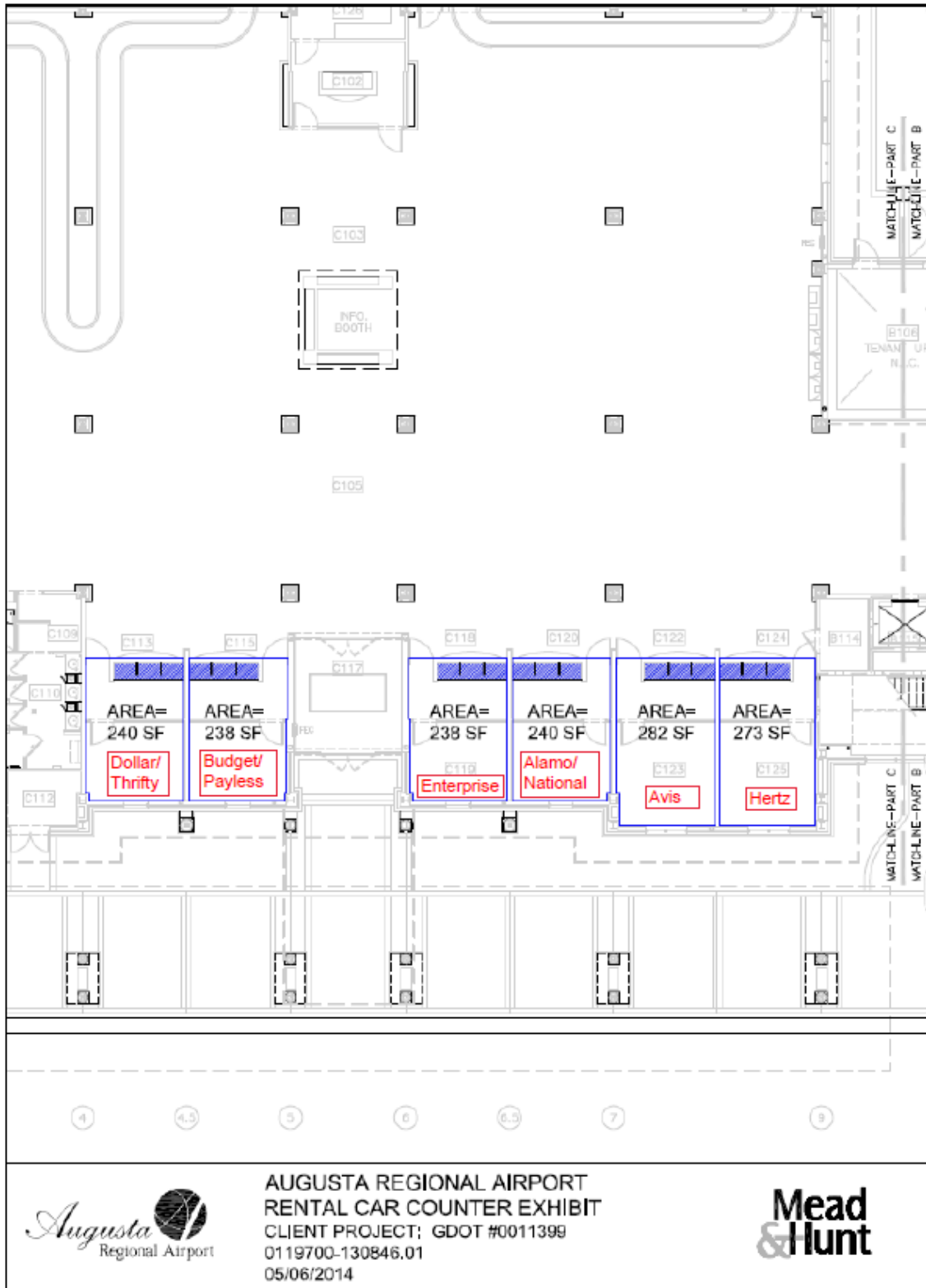
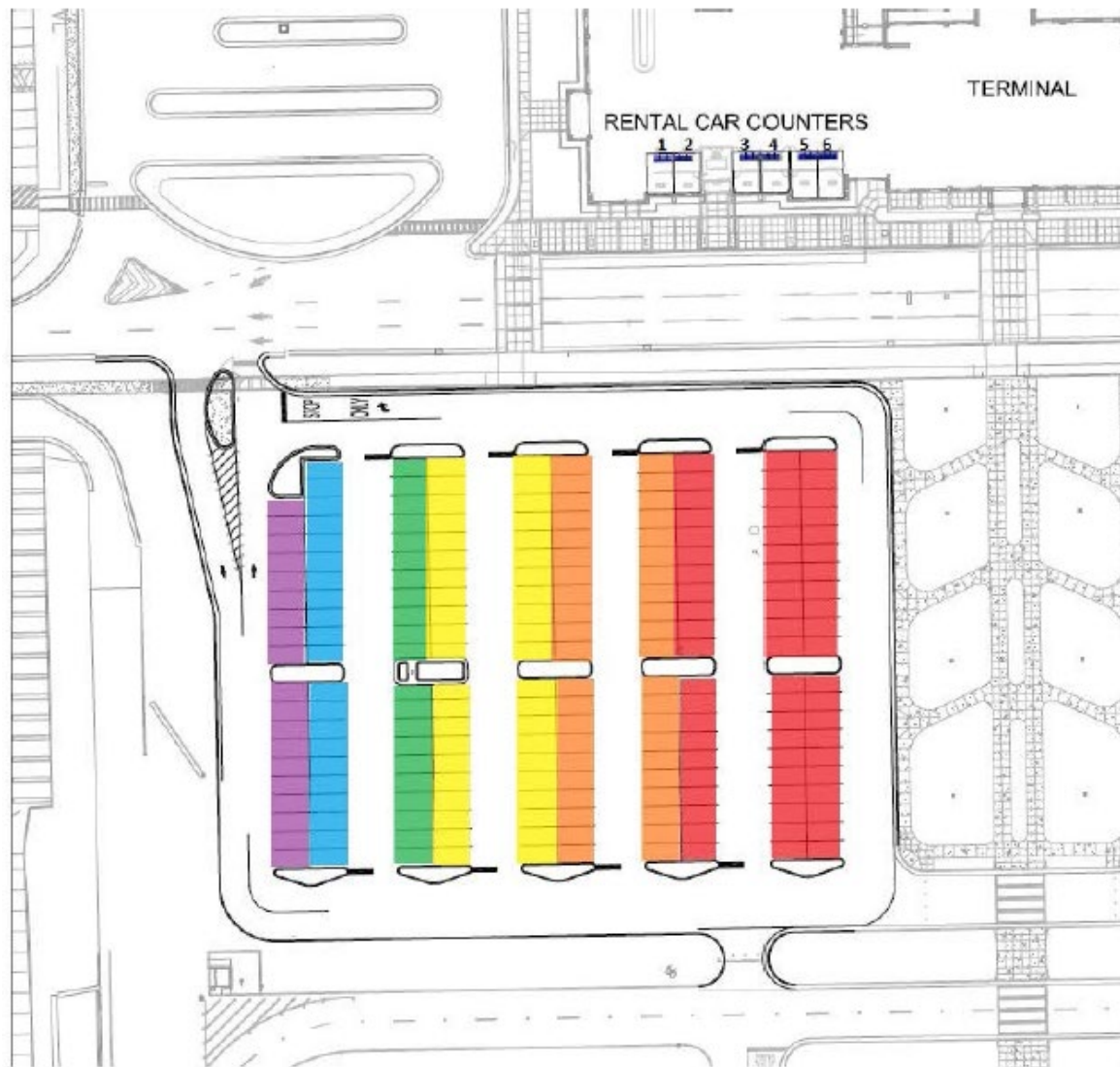


EXHIBIT B - READY RETURN BLOCKS



Alamo/National	Block A - 63 spaces
Enterprise	Block B - 42 spaces
Avis	Block C - 42 spaces
Budget/Payless	Block D - 21 spaces
Hertz	Block E - 21 spaces
Dollar/Thrifty	Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

~~EXHIBIT C - SERVICE FACILITY~~



EXHIBIT D - SERVICE FACILITY FIRST TWELVE MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: GSP Transportation, Inc.Street Address: 2429 S. Hwy 14City, State, Zip Code: Greer, SC 29650Phone: 864-879-0854 Fax: N/A Email: reddy@hertzsc.comDo You Have A Business License? Yes: ☒ No: ☐Augusta, GA Business License # for your Company (Must Provide): LCB20110000774And/or Your State/Local Business License # for your Company (Must Provide): 005836Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPEGeneral Contractor License # (Must Provide if applicable): N/AAdditional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: South Carolina, Greenville CountyAcknowledgement of Addenda: (#1) ☒ : (#2) ☒ : (#3) ☒ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_101.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

** (E-Verify Number) 610946

10/22/2012

GSP Transportation, Inc.

#24-299

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 9, 2024 in Greer (City), SC (State).

[Signature]

Signature of Authorized Officer or Agent

Richard Eddy Coe

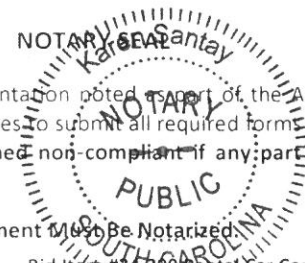
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9th DAY OF December, 20 24

Karen M. Santay

Notary Public

My Commission Expires
October 21, 2025
My Commission Expires:



The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Bid Item #24-299 Rental Car Concessions
Bid Due: Wednesday, October 23, 2024 @ 3:00 p.m.
Page 8 of 89



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

24-299 Rental Car Concession

[Bid Project Number and Project Name]

Richard Eddy

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

GSP Transportation, Inc

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Richard Eddy

Printed Name

* Alien Registration Number for Non-Citizens

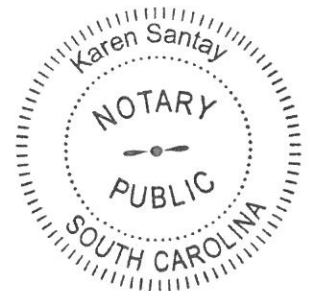
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9th DAY OF December, 2024

Notary Public

Karen Santay

My Commission Expires
October 21, 2025

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
REV. 2/17/2016

BID FORM

GSP Transportation, Inc. 12/9/24
 Name Date
2429 S. Hwy. 14 Greer, SC 29650
 Address
(864) 879-0854 N/A reddy@hertzsc.com
 Phone Fax Email
Thrifty Car Rental / Dollar Rent a Car
 Brand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 205,000.00
March 1, 2026 to February 28, 2027	\$ 211,150.00
March 1, 2027 to February 28, 2028	\$ 217,484.00
March 1, 2028 to February 28, 2029	\$ 224,009.00
March 1, 2029 to February 28, 2030	\$ 230,729.00
FIVE YEAR TOTAL	\$ 1,088,372.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Platte River Insurance Company
 500 Northridge Rd., Suite 375, Atlanta, GA 30350

BID BOND

Bond Number PR2754447

KNOW ALL PERSONS BY THESE PRESENTS,

That we, GSP Transportation, Inc DBA Thrifty/Dollar Car Rental (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of Nebraska (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Augusta Commission (hereinafter called the "Obligee"), in the sum of Ten Thousand Dollars (\$10,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid Item #24-299 Rental Car Concession for Augusta, GA - Augusta Regional Airport.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of December, 2024.

This bond automatically expires ninety (90) days from the original bid date.

Rental

GSP Transportation, Inc DBA Thrifty/Dollar Car

(Print Name of Principal)

(Seal)

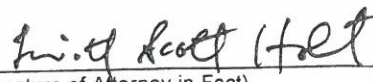


(Signature of Officer of the Principal)

Richard Eddy - COO

(Print Name of Officer of the Principal and Title)

Platte River Insurance Company



(Signature of Attorney-in-Fact)

(Seal)

Timothy Scott Holt

(Print Name of Attorney-in-Fact and title)



(Witness)

Eric F. Lowin (ERIC F. LOWIN)

(Witness)



December 6, 2024

To Augusta Regional Airport

This letter is to confirm that GSP Transportation Inc. operating as the Hertz System Inc., Dollar Rent a Car, and Thrifty Car Rental has the licensing right to operate at the Augusta Airport and in the State of Georgia and as such, has the rights to bid as an on-airport operator.

GSP Transportation Inc. is a franchisee of the Hertz, Dollar and Thrifty brands and is in good standing with our corporation.

If you have any questions, please feel free to contact me.

Yours Sincerely,

Michael J Diederich

Michael Diederich

Director Franchise Operations

708-699-9118

mdiederich@hertz.com

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

X The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

_____ The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of _____ % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeror's firm: GSP Transportation, Inc.

State Registration No. _____

By  COO
(Signature) Title

FORM 2: LETTER OF INTENT

Name of Vendor/offeror's firm: GSP Transportation, Inc. (DBA Thrifty Car Rental) /

Dollar Rent-A-Car]

Address: 2429 S. Hwy 14City: Greer State: SC Zip: 29650Name of ACDBE firm: Branch Enterprises Address: 19148 SW 80 ctCity: Miami State: FL Zip: 33157Telephone: 786 229 9756

Description of work to be performed by ACDBE firm:

--- Supply fuel -----

The Vendor/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 75,000.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By

(Signature)

(Title)

If the Vendor/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATIONName of Vendor/offoror's Firm: GSP Transportation, Inc.Concession Type: Rental Car**I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures**\$ 2,050,000**II. ACDBE Participation (III / I) % 3.7**

Name of ACDBE Firm	Address	Goods/services	NAICS	Contract Amount
Branch Enterprises	19148 SW 80 th CT Miami, FL 33157	Fuel	4247	\$ 75,000
				\$
				\$
				\$
				\$
				\$
				\$
				\$
III. Ttl ACDBE Participation				<u>\$ 75,000</u>

**RENTAL CAR CONCESSION & LEASE AGREEMENT
AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT
AND
GSP TRANSPORTATION, INC.
D/B/A HERTZ CAR RENTAL**

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS; CONSTRUCTION	4
SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS	8
SECTION 3 - LEASING CLAUSE; SECURITY; TITLE	10
SECTION 4 - TERM; POSSESSION.....	10
SECTION 5 - LEASED PREMISES.....	10
SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR	11
SECTION 7 - SIGNS	12
SECTION 8 - USE OF PREMISES	13
SECTION 9 - TRADE FIXTURES	16
SECTION 10 - OWNERSHIP OF IMPROVEMENTS	17
SECTION 11 - BRANDING	17
SECTION 12 - GRANT OF CONCESSION	17
SECTION 13 - CONCESSION REQUIREMENTS.....	18
SECTION 14 - EMPLOYEES OF LESSEE	19
SECTION 15 - HOURS OF OPERATION	19
SECTION 16 - OPERATING STANDARDS	20
SECTION 17 - PRIVILEGE FEE, RENTS AND FEES.....	20
SECTION 18 - BONDS OR OTHER SECURITY	23
SECTION 19 - INTEREST ON LATE PAYMENTS.....	24
SECTION 20 - TAXES	24
SECTION 21 - PAYMENT OF UTILITY CHARGES	24
SECTION 22 - ACCOUNTING PROCEDURES; AUDIT.....	24
SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE.....	25
SECTION 24 - VENDING MACHINES	26
SECTION 25 - COMPLIANCE WITH LAW	26
SECTION 26 - DEFAULT AND TERMINATION.....	27
SECTION 27 - REMEDIES	29
SECTION 28 - NON-WAIVER OF RIGHTS.....	32
SECTION 29 - SURRENDER AND HOLDING OVER.....	32
SECTION 30 - ASSIGNMENT	33
SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES.....	34
SECTION 32 - INSURANCE	34
SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS.....	37
SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	38
SECTION 35 - SECURITY.....	38

SECTION 36 - NON-DISCRIMINATION	39
SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES	43
SECTION 38 - DAMAGE TO AIRPORT	46
SECTION 39 - NOTICES	46
SECTION 40 - LIENS	46
SECTION 41 - RULES AND REGULATIONS.....	47
SECTION 42 - SURVIVAL	48
SECTION 43 - ENTIRE AGREEMENT	49
SECTION 44 - GOVERNING LAW	49
SECTION 45 - VENUE.....	49
SECTION 46 - ATTORNEY’S FEES	49
SECTION 47 - MISCELLANEOUS PROVISIONS.....	49
EXHIBIT A - COUNTER SPACE	54
EXHIBIT B - READY RETURN BLOCKS.....	55
EXHIBIT C - SERVICE FACILITY	56
EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET	57
EXHIBIT E - REQUIRED SUBMITTALS	58

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and GSP Transportation, Inc. (Lessee) d/b/a Hertz Car Rental, a corporation existing under the laws of the state of South Carolina.

WITNESSETH:

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

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

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

SECTION 1 - DEFINITIONS; CONSTRUCTION

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

- 1.1 "Airport" shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which r cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.
- Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.
- 1.15.2 Gross revenue shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, park tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean GSP Transportation, Inc., a corporation authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that ar

removable from Lessee's Premises without substantial or permanent injury or damage

Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
 - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

2.2.2 **Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

2.3 **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

2.4 **Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred seventy-three (273) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block E containing twenty-one (21) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 ~~**Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of _____ () 180' fleet holding lanes and _____ () 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."~~

SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee’s fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

SECTION 7 - SIGNS

Lessee’s Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee’s specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
- 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in connection with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

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

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

8.6 ~~Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:~~

~~(1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.~~

~~(2) Washing of vehicles only in the car wash bay designated for that purpose.~~

~~(3) Storage of its on airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.~~

~~(4) Loading and unloading of vehicles for rental at the Airport from vehicle hauler~~

~~Prohibited activities at the Service Center include:~~

- ~~(1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.~~
- ~~(2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.~~
- ~~(3) Utilizing the Service Center for any maintenance not described in permitted activities above.~~
- ~~(4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.~~
- ~~(5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.~~
- ~~(6) Allowing customers or the general public to enter the Service Center.~~
- ~~(7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.~~
- ~~(8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.~~

SECTION 9 - TRADE FIXTURES

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the

expiration of the Agreement Term shall, at the election of the Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

SECTION 10 - OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

SECTION 11 - BRANDING

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Hertz Car Rental. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

SECTION 12 - GRANT OF CONCESSION

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of arranging rental car and related service for Airport Customers. The concession rights and

privileges granted and awarded to Lessee are expressly made subject to the terms of Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

SECTION 13 - CONCESSION REQUIREMENTS

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

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

SECTION 14 - EMPLOYEES OF LESSEE

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

SECTION 15 - HOURS OF OPERATION

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

SECTION 16 - OPERATING STANDARDS

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

SECTION 17 - PRIVILEGE FEE, RENTS AND FEES

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 215,000.00
March 1, 2026 – February 28, 2027	\$ 221,450.00
March 1, 2027 – February 29, 2028	\$ 228,093.00
March 1, 2028 – February 28, 2029	\$ 234,935.00
March 1, 2029 – February 28, 2030	\$ 241,983.00

17.1.2 Monthly payment shall be the greater of 1/12th of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15th) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1st day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred seventy-three (273) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "E".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$ 2,555.00
March 1, 2026 – February 28, 2027	\$ 2,874.00
March 1, 2027 – February 29, 2028	\$ 3,194.00
March 1, 2028 – February 28, 2029	\$ 3,513.00
March 1, 2029 – February 28, 2030	\$ 3,833.00

~~17.2.3 **Operating And Maintenance Cost Allocation And Payment By Lessee** — Lessee shall the sum of \$X,XXX per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.~~

~~At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.~~

~~Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve months operating and maintenance budget is set forth in Exhibit "D."~~

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906
Or

Item 2.

By Direct Deposit to:
Airport Revenue Fund
Routing Number (ACH deposit): 061101375
Routing Number (Wire deposit): 062005690
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

Item 2.

SECTION 19 - INTEREST ON LATE PAYMENTS

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

SECTION 20 - TAXES

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

SECTION 21 - PAYMENT OF UTILITY CHARGES

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

SECTION 22 - ACCOUNTING PROCEDURES; AUDIT

22.1 **Accounting Procedures.** Lessee covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted

by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term “local” shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15th) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

SECTION 24 - VENDING MACHINES

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee’s Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

SECTION 25 - COMPLIANCE WITH LAW

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, gr requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

SECTION 26 - DEFAULT AND TERMINATION

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

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

- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property therefrom; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

27.6 Operations Violations. Lessee's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter could be significant but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 28 - NON-WAIVER OF RIGHTS

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

SECTION 29 - SURRENDER AND HOLDING OVER

29.1 **Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.

29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

SECTION 32 - INSURANCE

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

- 32.13 **Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 32.14 **Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.
- 32.15 **Deleted**
- 32.16 **Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

32.17 Environmental / Pollution Liability Insurance. Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

32.18 A Certificate of Insurance must be sent to:

Augusta Regional Airport
Operations Manager
1501 Aviation Way
Augusta, GA 30906
(706) 798-1551 (Fax)

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

SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS

33.1 Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which may arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE

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

SECTION 35 - SECURITY

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

SECTION 36 - NON-DISCRIMINATION

36.1 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

36.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

36.2.1. Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

36.2.2. Non-discrimination: The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work

to be performed under a subcontract, including procurements of materials, or lease equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2 Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar

instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

Item 2.

SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

37.1 **Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 Program. The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

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

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

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

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

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

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

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
 - 37.5.2 A description of the work that each ACDBE will perform;
 - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
 - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
 - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
 - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

SECTION 38 - DAMAGE TO AIRPORT

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

SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

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

With a copy to:

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

All notices to Lessee shall be mailed to:

GSP Transportation, Inc.
2429 S. Hwy 14
Greer, SC 29650

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

SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any s
liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

SECTION 42 - SURVIVAL

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.

SECTION 43 - ENTIRE AGREEMENT

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

SECTION 44 - GOVERNING LAW

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

SECTION 45 - VENUE

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

SECTION 46 - ATTORNEY'S FEES

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

SECTION 47 - MISCELLANEOUS PROVISIONS

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

- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the

Agreement Price of consideration the full amount of such commission, percentage, broker or contingent fee.

- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from s subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

Garnett Johnson, Mayor

By: _____

Dan Troutman, Chairman

Attest:

Lena Bonner, City Clerk

Date: _____

GSP Transportation, Inc.

By: _____

Title: _____

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT A - COUNTER SPACE

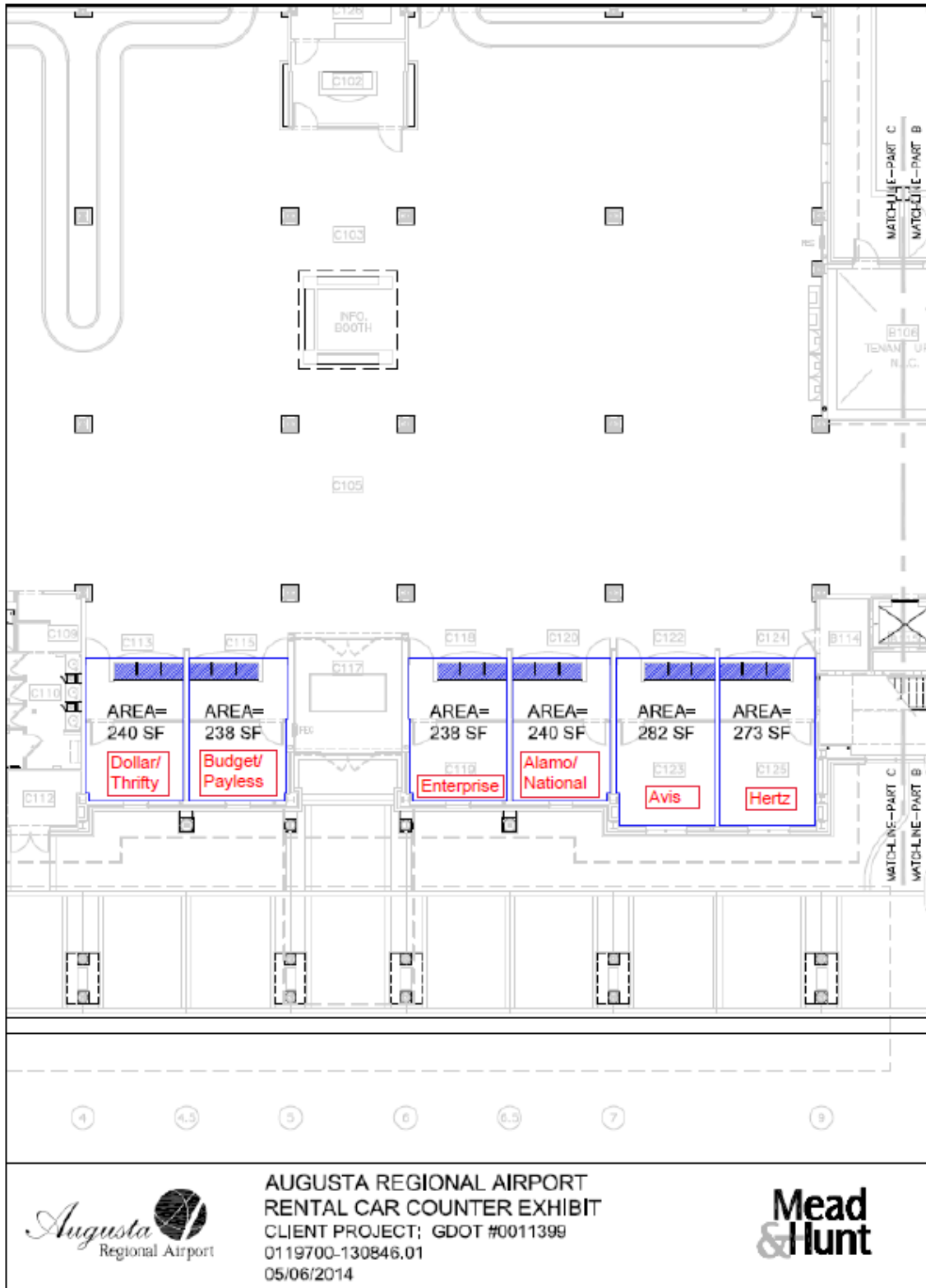
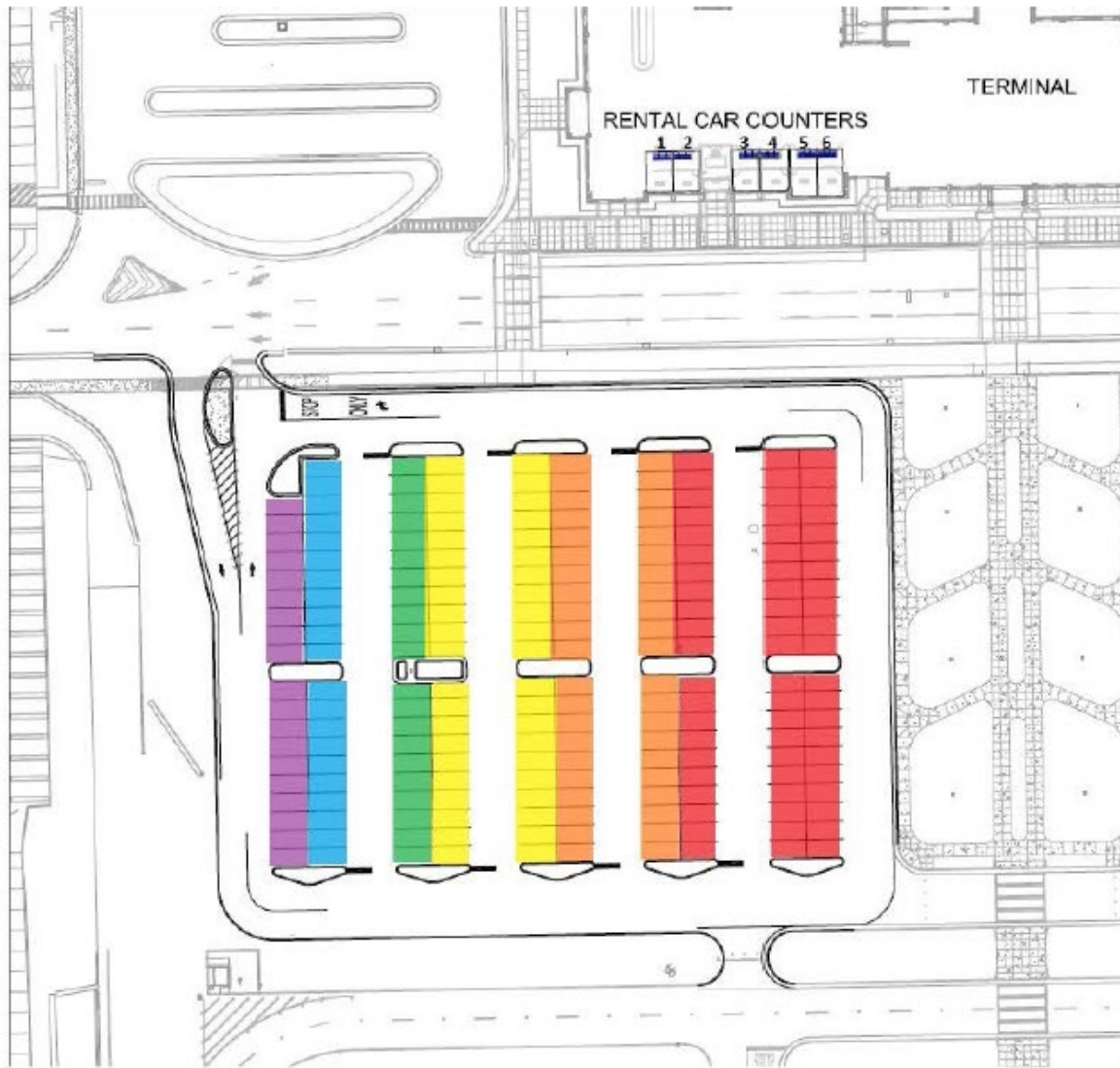


EXHIBIT B - READY RETURN BLOCKS



Alamo/National	Block A - 63 spaces
Enterprise	Block B - 42 spaces
Avis	Block C - 42 spaces
Budget/Payless	Block D - 21 spaces
Hertz	Block E - 21 spaces
Dollar/Thrifty	Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

~~EXHIBIT C - SERVICE FACILITY~~



EXHIBIT D - SERVICE FACILITY FIRST TWELVE MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
Total O & M Expenses	\$ 216,000
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
Total - Budget	\$ 259,200

EXHIBIT E - REQUIRED SUBMITTALS



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: GSP Transportation, IncStreet Address: 2429 S. Hwy 14City, State, Zip Code: Greer, SC 29650Phone: 864-879-0854 Fax: N/A Email: reddy@hertzsc.comDo You Have A Business License? Yes: ☒ No: ☐Augusta, GA Business License # for your Company (Must Provide): LCB20220000729And/or Your State/Local Business License # for your Company (Must Provide): 005836Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPEGeneral Contractor License # (Must Provide if applicable): N/AAdditional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: South Carolina, Greenville CountyAcknowledgement of Addenda: (#1) ☒ : (#2) ☒ : (#3) ☒ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

** (E-Verify Number) 610946

10/22/2012

GSP Transportation, Inc
Name of Contractor

#24-299
Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 9, 202024 in Greer (City), SC (State).

[Signature]
Signature of Authorized Officer or Agent

Richard Eddy Coe
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9th DAY OF December, 2024

Raken Santay
Notary Public

My Commission Expires
October 21, 2025
My Commission Expires:

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation, noted on back of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Bid Item #24-299 Rental Car Concession
Bid Due: Wednesday, October 23, 2024 @ 3:00 p.m.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

24-299 Rental Car Concession

[Bid Project Number and Project Name]

Richard Eddy

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

GSP Transportation, Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Richard Eddy

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9th DAY OF December, 20 24

Notary Public

Karen Santay

My Commission Expires
October 21, 2025

My Commission Expires: _____

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
REV. 2/17/2016

BID FORM

GSP Transportation, Inc 12/9/24
 Name Date
2429 S. Hwy 14 Greer, SC 29650
 Address
(864) 879-0854 N/A reddy@hertzsc.com
 Phone Fax Email
Hertz Car Rental
 Brand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the Invitation to Bid 24-299. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

Minimum Annual Guarantee Bid Proposal

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 215,000.00
March 1, 2026 to February 28, 2027	\$ 221,450.00
March 1, 2027 to February 28, 2028	\$ 228,093.00
March 1, 2028 to February 28, 2029	\$ 234,935.00
March 1, 2029 to February 28, 2030	\$ 241,983.00
FIVE YEAR TOTAL	\$ 1,141,461.00

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid Proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

Title

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Platte River Insurance Company
 500 Northridge Rd., Suite 375, Atlanta, GA 30350

BID BOND

Bond Number PR2754446

KNOW ALL PERSONS BY THESE PRESENTS,

That we, GSP Transportation, Inc DBA Hertz Car Rental (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of Nebraska (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Augusta Commission (hereinafter called the "Obligee"), in the sum of Ten Thousand Dollars (\$10,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid Item #24-299 Rental Car Concession for Augusta, GA - Augusta Regional Airport.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this 11th day of December, 2024.

This bond automatically expires ninety (90) days from the original bid date.

GSP Transportation, Inc DBA Hertz Car Rental
 (Print Name of Principal) (Seal)


 (Signature of Officer of the Principal)

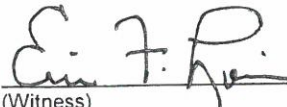
Richard Eddy - COO
 (Print Name of Officer of the Principal and Title)


 (Witness)

Platte River Insurance Company


 (Signature of Attorney-in-Fact) (Seal)

Timothy Scott Holt
 (Print Name of Attorney-in-Fact and title)

 (ERIC F. LOVIN)
 (Witness)

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

X The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

_____ The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of _____ % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeror's firm: GSP Transportation, Inc.

State Registration No. _____

By  Title COO

(Signature)

FORM 2: LETTER OF INTENTName of Vendor/offeree's firm: GSP Transportation, Inc. (DBA Hertz Car Rental)Address: 2429 S. Hwy 14City: Greer State: SC Zip: 29650Name of ACDBE firm: Branch EnterprisesAddress: 19148 SW 80ctCity: Miami State: FL Zip: 33157Telephone: 786 229 9756

Description of work to be performed by ACDBE firm:

--- Supply fuel ---

The Vendor/offeree is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 75,000.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By [Signature] President
 (Signature) (Title)

If the Vendor/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATIONName of Vendor/offeree's Firm: GSP Transportation, IncConcession Type: Rental Car**I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures**\$ 2,150,000**II. ACDBE Participation (III / I) % 3.5**

Name of ACDBE Firm	Address	Goods/services	NAICS	Contract Amount
Branch Enterprises	19148 SW 80 th CT Miami, FL 33157	Fuel	4247	\$ 75,000
				\$
				\$
				\$
				\$
				\$
				\$
				\$
III. Ttl ACDBE Participation				\$ 75,000



December 6, 2024

To Augusta Regional Airport

This letter is to confirm that GSP Transportation Inc. operating as the Hertz System Inc., Dollar Rent a Car, and Thrifty Car Rental has the licensing right to operate at the Augusta Airport and in the State of Georgia and as such, has the rights to bid as an on-airport operator.

GSP Transportation Inc. is a franchisee of the Hertz, Dollar and Thrifty brands and is in good standing with our corporation.

If you have any questions, please feel free to contact me.

Yours Sincerely,

Michael J Diederich

Michael Diederich

Director Franchise Operations

708-699-9118

mdiederich@hertz.com

AMERICAN RENT-A-CAR
ATTN: MR. CHUCK THOMAS
TAMPA INTERNATIONAL AIRPORT
5405 AIRPORT SERVICE ROAD
TAMPA, FL 33607
(RETURNED MAIL)

E Z RENT A CAR
2003 MCCOY ROAD, SUITE A
ORLANDO, FL 32809
(RETURNED MAIL)

SILVERCAR
ATTN: MR. KYLE PFISTER
712 CONGRESS
SUITE 201
AUSTIN, TX 78701
(RETURNED MAIL)

PAYLESS CAR RENTAL
1630 AVIATION WAY
AUGUSTA, GA 30906

AVIS BUDGET GROUP
ATTN: MR. DAVID STARK
1855 GRIFFIN ROAD
SUITE A-470 4TH FLOOR
DANIA, FL 33004

DOLLAR THRIFTY – GSP
TRANSPORTATION INC.
ATTN: MR. JEFF SCHOEPFEL
2429 SOUTH HIGHWAY 14
GREER, SC 29650

ALAMO RENT A CAR
1511 AVIATION WAY
AUGUSTA, GA 30906

EASIRENT CAR RENTAL
1351 AIRPORT ROAD
JACKSONVILLE, FL 32218

ENTERPRISE RENT A CAR
ATTN: MR. T. J. WATKINS
101 BUSINESS PARK BLVD.,
SUITE 1100
COLUMBIA, SC 29203

HERTZ CORPORATION
ATTN: MR. MARK MCBEE
3541 STONE MOUNTAIN HIGHWAY
SNELLVILLE, GA 30078

THRIFTY RENT A CAR
1501 AVIATION WAY
AUGUSTA, GA 30906

NATIONAL CAR RENTAL
2200 RENTAL CAR CENTER PKWY.
SUITE 2250
COLLEGE PARK, GA 30337

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

DIANE JOHNSTON
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE

BID 24-299 RENTAL CAR CONCESSION
For Augusta, GA-AUGUSTA REGIONAL
AIRPPORT
Bid Date: Wed, 10/23/24 @11:00a.m.

BID 24-299 RENTAL CAR CONCESSION
For Augusta, GA-AUGUSTA REGIONAL
AIRPPORT
Mail Date: 09/12/24

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 13, 2024 12:39 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000081

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000081
Event Title: 24-299 Rental Car Concession
Event Type: Non-State Agency

Process Log
2024/09/13 12:36:55 : Log starts for - 17795798 - EVENT_RELEASE_TO_SUPL
2024/09/13 12:36:58 : Email Process Log for the Event#: PE-72155-NONST-2024-000000081
2024/09/13 12:36:58 : Email Batch# 2409133442
2024/09/13 12:36:58 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/09/13 12:39:13 : Total No of Contacts found for sending Email: 370
2024/09/13 12:39:13 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000081&sourceSystemType=gpr20>

09/13/2024 12:39:13 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier

Download Date

ARK Global Partners LLC

09/17/2024

Celestial Consulting Services LLC

11/25/2024

Dodge Data

09/13/2024

KDS EXPRESS LLC

12/09/2024

Leibowitz & Horton AMC Inc

09/17/2024

Onvia, Inc. - Content Department

09/13/2024

RYZE UP2 IT SERVICES

09/13/2024

Add Supplier

Supplier Details

Supplier Name	ARK Global Partners LLC
Contact Name	Anthony Kitchens
Address	800 Battery Avenue SE , Atlanta, GA 30339
Email	tony@arkglobalpartners.com
Phone Number	+1 -(40-4) 236-9

Remove

Documents

Filename	Type	Action
24-299	Bid Document / Specifications	View History



Administrative Services Committee Meeting

Meeting Date:

2025 – RCSO – Bid #24-227

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of two utility carts, at a total cost of \$26,986 from Mr. Golf Carts for the Richmond County Sheriff's Office.
Background:	The Richmond County Sheriff's Office is requesting to purchase two utility carts, at a total cost of \$26,986 from Mr. Golf Carts. The carts will be utilized for downtown patrol to help enhance the safety of pedestrians in the area.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a 2024/2025 Cart, Gas Utility, 2-Seater. Invitations to bid were sent to 15 vendors and only two responsive bids were received. Mr. Golf Carts proposal met the requirements of the bid, provided all the accessories and/or option and is the lowest compliant vendor.
Financial Impact:	<p>Funding in the amount of \$26,986 is available in the following accounts:</p> <ul style="list-style-type: none"> • SPLOST 8 Public Safety Vehicles - 330-03-1310/222-03-9002/54-22110 - \$26,986
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two utility carts, at a total cost of \$26,986 from Mr. Golf Carts for the Richmond County Sheriff's Office.
Funds are available in the following accounts:	330-03-1310/222-03-9002/54-22110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 13, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **817 5652 7130**; Passcode: **897492** for furnishing:

Bid Item #24-227 2024/2025 Cart, Gas Utility, 2 Seater for Augusta, GA – Central Service Department – Fleet Management Division

Bid Item #24-233 2024/2025 Tire Changer for Truck and Trailers for Augusta, GA – Central Service Department – Fleet Management Division

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

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

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 8, 15, 22, 29, 2024

Metro Courier August 8, 2024



**Bid Item #24-227 2024/2025 Cart, Gas Utility, 2 Seater
for Augusta, Georgia- Central Services Department-
Fleet Management Division
Bid Due: Friday, September 13, 2024 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 54
Georgia Procurement Registry: 642
Total Packages Submitted: 2
Total Non-Compliant: 0**

VENDORS	Jerry Pate Turf and Irrigation 5350 Tulane Drive Atlanta, GA 30336	Mr. Gold Carts 310 Mills Road Waynesboro, GA 30830
Attachment B	YES	YES
E-Verify Number	007547	580894
SAVE Form	YES	YES
Exceptions	NO	YES
7.00 Optional Items:		
7.01 Beacon Light (Installed)	NOT AVAILABLE	\$125.00
7.02 Hard Canopy Top	\$1,374.57	\$450.00
7.03 Rear Safety Triangle	NOT AVAILABLE	\$25.00
7.04 Security Wheel Clock	NOT AVAILABLE	\$50.00
2024/2025 Cart, Gas Utility, 2-Seater		
Year	2024	2025
Make	TORO	CUSHMAN
Model	Workman GTX EFI	HAULER 1200
Price	\$17,305.82	\$12,843.00
Approximate Delivery Schedule	12-18 MONTHS	2-6 MONTHS ARO



Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

FEB 7 25 PM 3:45

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: February 6, 2025

SUBJECT: Recommendation for Bid #24-227 2024/2025 Cart, Gas Utility, 2-Seater

D. White
2/7/25
Commission Approval required

The Richmond County Sheriff's Office (RCSO) is requesting to purchase two golf carts for downtown patrol. Bid #24-227, 2024/2025 Cart, Gas Utility, 2-Seater, was awarded to Mr. Golf Carts with a price guaranteed until 12/31/2024. Fleet Management reached out to Mr. Golf Carts to inquire if the price can be held to purchase two additional carts. As of January 29, 2025, Mr. Golf Carts verified that the pricing will be held for an additional 60 days.

On behalf of RCSO, Fleet Management recommends purchasing two golf carts from Mr. Golf Carts at the cost of \$13,493.00 each to support the downtown patrol units.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RL/lis

Original approval
11/18/24
Administrative

**Office of the Administrator**

Tameka Allen
Administrator

February 4, 2025

Eugene Brantley, Sheriff
Richmond County Sheriff's Office
400 Walton Way
Augusta, GA 30901

Dear Sheriff Brantley,

At the regular meeting held on Tuesday, February 4, 2025, the Augusta, Georgia Commission, acted on the following items:

Addendum 2.

Approved request to accept the \$398,790.00 HEAT Grant from the Governor's Office of Highways Safety. Additionally, permission to move forward with securing the 3 vehicles and related equipment for this grant with vehicles located by Fleet Management and within the guidelines of the grant. (Requested by Richmond County Sheriff's Office)

Addendum 3.

Approved request to purchase vehicles and emergency vehicle equipment through our available SPLOST funds as found at various auto dealerships throughout the state of Georgia at the lowest rate or state bid. Police vehicles continue to remain scarce across the USA making this necessary. Additionally, the Sheriff's Office is out of vehicles for the current staffing thus not allowing us to properly serve the public. We are working with fleet management, finance, and procurement along with the County Administrator to expeditiously resolve this issue.

If you have any questions, please contact me.

In Service,



Tameka Allen, Administrator

TA/nd

Nancy M. Williams

From: Kaycee Braswell
Sent: Wednesday, January 29, 2025 12:11 PM
To: Nancy M. Williams
Subject: FW: [EXTERNAL] Re: Bid #24-227

Please see the email below in regards to bid #24-227.

Kaycee Braswell | Fleet Operations Specialist
Augusta – Richmond County | Central Services Department
1568 Broad St Bldg. C | Augusta, Georgia 30901
(p) 706-821-2894 | (c) 762-622-0744
kbraswell@augustaga.gov | www.augustaga.gov



From: Jay Eastmead <mrgolfjay@bellsouth.net>
Sent: Wednesday, January 29, 2025 12:07 PM
To: Kaycee Braswell <KBraswell@augustaga.gov>
Cc: Laquona Sanderson <LSanderson@augustaga.gov>
Subject: [EXTERNAL] Re: Bid #24-227

Yes, that is no problem as long as we are talking for about 30-60 days. Cushman should not change on me again for a while, but never a guarantee. I will hold the pricing for the next 60 days. Now, I do not have the exact vehicle in stock which means I will have to order them.

On 1/29/2025 8:50 AM, Kaycee Braswell wrote:

Jay,

Please confirm you can hold pricing for bid #24-227 for \$13,493 each with all options included.

Kaycee Braswell | Fleet Operations Specialist
Augusta – Richmond County | Central Services Department
1568 Broad St Bldg. C | Augusta, Georgia 30901
(p) 706-821-2894 | (c) 762-622-0744
kbraswell@augustaga.gov | www.augustaga.gov



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

--

Thank you

Jay Eastmead
(706) 554-1500
mrgolfcarts.com



[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.]

Mr. Golf Cart
310 Mills Road
Waynesboro, GA 30830

EZ Textron
Attn: Britany Booz
1451 Marvin Griffin Road
Augusta, GA 30906

Links Group LLC
2417 Mike Padgett Highway
Augusta, GA 30906

J&M Golf Carts
690 Industrial Park Drive
Evans, GA 30809

Augusta Kawasaki/Suzuki
2531 Peach Orchard Rd
Augusta, GA. 30906

Street & Trail
4277 Washington Road
Evans, GA. 30907

Polaris America of Augusta
3125 Washington Road
Augusta, GA. 30907

H & M Golf Cart Sales
111 S Section St
Fairhope, AL 36532

TIM'S CUSTOM CARTS
109 HENDERSON RD
LAFAYETTE, LA 70508

Transportation Solutions
PO Box 2326
629 Commerce Court
Evans, GA. 30809

Rick's Specialty Vehicles
2517 Mike Padgett Highway
Augusta, GA 30906

Augusta Golf Carts
3206 Washington Rd.
Augusta, GA 30907

Club Car
4125 Washington Road
Evans, GA 30809

The Golf Cart Company
13649 Granville Ave Ste 5
Clermont, FL 34711

Southern Transport Vehicles
2417 Mike Padgett Highway
Augusta, GA 30906

Ron Lampkin
Central Services

Kaycee Braswell
Fleet Management

Phyllis Johnson
Compliance

BID ITEM# 24-227
2024/2025 CART, GAS UTILITY 2 SEATER FOR
AUGUSTA, GEORGIA-CENTRAL SERVICES
BID DUE 09/13/2024 @11:00am

BID ITEM# 24-227
2024/2025 CART GAS UTILITY 2 SEATER FOR
AUGUSTA, GEORGIA-CENTRAL SERVICES
MAIL DATE: 08/08/2024

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, August 8, 2024 10:43 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000072

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000072
Event Title: 24-227 2024/2025 Cart, Gas Utility, 2-Seater
Event Type: Non-State Agency

Process Log

2024/08/08 10:39:22 : Log starts for - 16288302 - EVENT_RELEASE_TO_SUPL
2024/08/08 10:39:25 : Email Process Log for the Event#: PE-72155-NONST-2024-000000072
2024/08/08 10:39:25 : Email Batch# 2408082204
2024/08/08 10:39:25 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/08/08 10:39:30 : Bad Email not sent to vanguardtrucks.com of TOM GRADDY ENTERPRISES LLC
2024/08/08 10:43:09 : Bad Email not sent to ATTN: Trsargo Direct Procurement
(trsargodirect@trsives.com) of Trsargo Direct
2024/08/08 10:43:29 : Total No of Contacts found for sending Email: 642
2024/08/08 10:43:29 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000072&sourceSystemType=gpr20>

08/08/2024 10:43:29 AM

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

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier 

Download Date

Barnett Southern Corp.

11/08/2024

Dodge Data

11/08/2024

OCI Associates, LLC

11/08/2024

Onvia, Inc. - Content Department

11/08/2024

Add Supplier

Supplier Details

Supplier Name	Barnett Southern Corp.
Contact Name	Gary Justice
Address	PO Box 704 , Washington, GA 30673
Email	gary@barnettsouthern.com
Phone Number	706-678-1507

Remove

Documents

Filename	Type	Action
24-272_ITB	Bid Document / Specifications	View History
24-272_ADD1	Addendum	View History



Administrative Services Committee Meeting

Meeting Date:

2025 – DA Chevrolet Tahoes

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of one Chevrolet Tahoe, at a total cost of \$62,821 from Hardy Chevrolet for the Richmond County District Attorney's Office.
Background:	<p>The Richmond County District Attorney's Office is requesting to purchase one Chevrolet Tahoe to replace asset #206209, a 2007 Chevrolet Impala. The asset evaluation is attached.</p> <p>The state contract holder, Hardy Chevrolet, informed Fleet Management that the Chevrolet manufacture pricing for 2025 Chevrolet Tahoe's was open and to submit all orders to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold the orders until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.</p>
Analysis:	The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of one Chevrolet Tahoe at a price of \$62,821.
Financial Impact:	<p>Funding in the amount of \$62,821 is available in the following accounts:</p> <ul style="list-style-type: none"> • SPLOST 8 Public Safety Vehicles - 330-03-1310/222-03-9004/54-22110 - \$54,422 • DA Capital Funds – 272-02-1310/54-22110 - \$8,399
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of one Chevrolet Tahoe, at a total cost of \$62,821 from Hardy Chevrolet for the Richmond County District Attorney's Office.
Funds are available in the following accounts:	330-03-1310/222-03-9002/54-22110 & 272-02-1310/54-22110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Mr. Darrell White, Interim Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM HARDY CHEVROLET BUICK GMC, INC.

This letter of intent dated, **January 6, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **ONE (1) 2025 Chevrolet Tahoe Pursuit** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000183-0002

Vehicles: 2025 Chevrolet Tahoe Pursuit

Contract: Effective Date: January 4, 2022 – Expiration Date: January 3, 2026

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Hardy Chevrolet Buick GMC Inc.: Hardy Fleet Group Sales (Attn: Colt Deems)
1249 Charles Hardy Parkway, Dallas, GA 30157
3. **Vehicle Total Purchase Price:** \$62,821.00
4. **Source:** Georgia Statewide Contract Number: 99999-001-SPD0000183-0002

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	District Attorney's Office	Operations	\$62,821.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Darrell White

Interim Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes





Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Darrell White, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: December 17, 2024
SUBJECT: Request to Utilize State Contract #SWC 99999-001-SPD0000183-0002
– 2025 Chevrolet Tahoe Pursuit

Central Services-Fleet Management request to utilize state contract #SWC 99999-001-SPD0000183-0002 (2025 Chevrolet Tahoe Pursuit) and a "Letter of Intent" (LOI) to purchase one Chevrolet Tahoe for the Augusta Richmond County District Attorney's Office.

The state contract holder, Hardy Chevrolet, informed Fleet Management to place orders as soon as possible to ensure we meet the state pricing cut off for the 2025 model. The vendor requested a LOI to potentially hold our order until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Augusta Richmond County District Attorney's Office is requesting to purchase one Chevrolet Tahoe using SPLOST 8 Public Safety vehicles allocation and DA Capital funds. Central Services-Fleet Management has consulted with the office to ensure the vehicle specifications meet the department's operation needs.

Please approve the LOI in total amount of \$62,821 to Hardy Chevrolet. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

Hardy Chevrolet
2025 Chevrolet Tahoe Pursuit
Colt Deems, Fleet Sales

2025 Tahoe - PPV (9C1) Standard Equipment : 4WD - V8 · Auto · A/C · AM/FM/BT · Power Windows · Locks, & Mirrors · Power Drivers Seat 5T5 5Y1 · Cloth Bucket Seats w/ No Console · Vinyl Rear Seat · Tilt Steering Wheel · Cruise Control · Remote Keyless Entry · Vinyl Floor Covering · Rear View Camera · Auxiliary Battery			\$53,645.00
Available Options:	place "x" if desired	Cost	
Admin. 4WD PPV ONLY(Carpet, Console, Remote Start) D07 B30 B58	x	\$ 1,263.00	\$ 1,263.00
Inoperable Inside Door Handle, Windows, Locks 6N6 6N5		\$ 258.29	\$ -
Red/White Front Auxiliary Dome Light 6C7		\$ 320.00	\$ -
2WD Discount (9C1 Pursuit)		\$ (1,995.50)	\$ -
4 Extra Key Fobs/Keys	x	\$ 500.00	\$ 500.00
Spot lamp LED		\$ 904.00	\$ -
Grill Lamp & Speaker Wiring 6J3		\$ 264.00	\$ -
wheels, 20" machined aluminum wit Charcoal pockets	x	\$ 1,500.00	\$ 1,500.00
Wig-Wag Head/Tail (factory) 6J7	x	\$ 130.00	\$ 130.00
4WD (5W4 non-Pursuit)		\$ (650.00)	\$ -
Special Paint		\$ 520.00	\$ -
Delivery	x	\$ 150.00	\$ 150.00
Exterior Color(Add Number of Units Per Color)			
GBA	Black	x	
GAZ	Summit White		
G6M	Dark Ash Metallic		
GXD	Sterling Grey Metallic		
9W5 Special Paint Silver Ice (Additional Charge \$520)			
9V7 Special Paint Dark Blue Metallic (Additional Charge \$520)			
5T4 Special Paint RED (Additional Charge \$520)			
Total Per Unit Price		\$57,188.00	
Total Vehicles Ordered		0	
Total Purchase Order		\$0.00	

State Wide Contract # 99999-001-SPD0000183-0002
 aharris@hardyautomotive.com
 Cell 770-547-5964 / Office 770-445-9411 x 1204

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail

laurawest1@comcast.net

Date

Quote #

12/11/2024

8188

Name / Address

FIRSTVEHICLE-TRANSEDEV US
ATTN: ACCOUNTS PAYABLE
720 E. BUTTERFIELD RD
STE 300
LOMBARD IL 60148

Qty	Item	Description	Rate	Total
		2025 PURSUIT PACKAGE TAHOE-DA		
1	SOU-ENFWBF9(XXXX)	SOUND OFF nFORCE INTERIOR WINDSHIELD 2-PC UNIT 9	995.00	995.00
		LED SINGLE COLOR - ALL BLUE		
1	SOU-ENFWBRF9(X...	SOUND OFF ENFWBRF9(XXX) SINGLE COLOR S09, REAR	995.00	995.00
		INTERIOR BAR - ALL BLUE		
4	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED	130.00	520.00
		DUAL COLOR -BLUE/WHITE		
		(GRILL)		
1	SOU-ETSA461HPP-...	SOUND OFF ETSA461HPP-EXT nERGY 400 SERIES	485.00	485.00
		HANDHELD REMOTE SIREN W/ 13' COIL LENGTH		
1	COD-C3100TH21	CODE3 C3100TH21 21+ TAHOE SPEAKER WITH BRACKET	189.00	189.00
2	WAY-75716	WAYTEK 75716 RELAY	15.00	30.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	69.00	69.00
1	TINT-LABOR	WINDOW TINT - 2 FRONT ROLL DOWNS , 6" STRIP	200.00	200.00
1	Misc	SHOP SUPPLY (WIRE, LOOM, FUSES, ETC)	150.00	150.00
1	LABOR	LABOR TO INSTALL ABOVE & CONNECT FACTORY WIG	2,000.00	2,000.00
		WAG FUNCTION		
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.			Sales Tax (8.5%)	\$0.00
			Total	\$5,633.00

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>District Attorney</u>	Date: <u>7-Mar-24</u>	
Org Key: <u>101-02-1310</u>		
Vehicle Description: <u>07 Chevrolet Impala</u>	Asset Number: <u>206209</u>	
Assigned Use:	The vehicle was assigned to an employee of the District Attorneys Office to travel for meetings, court hearings, crime scenes and trainings.	
Signature of Director/Elected Official: _____ Name of Director/Elected Official: _____		
Purchase Date: <u>1/3/2007</u> Purchase Price: <u>\$18,984.00</u> Current Mileage: <u>167,415</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	17	
Type of Service	3	
M&R Cost	4	88% OR \$16,727.52
Reliability	3	1 previous accident
Condition	3	
Total Score	30	
Fleet Manager Recommendation: The mileage is 167,415 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other division and will need to be sold on auction.		
Planned Replacement Year: <u>2023</u> Funding Source: <u>SPLOST VIII</u>		
Fleet Manager Approval: _____ Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval: _____ Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		



ADMINISTRATIVE SERVICES COMMITTEE MEETING

Meeting Date: January 28, 2025

Airport Establishment of a Senior Executive Service (SES) Position-Deputy Executive Director

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve the Augusta Regional Airport (AGS) – Establishment of a Senior Executive Service (SES) position to fulfill the role of Airport Deputy Executive Director for the Augusta Regional Airport. The position was approved by the Augusta Aviation Commission on October 31, 2024.
Background:	<p>The Augusta Regional Airport (AGS) is one of the largest economic and quality of life drivers in the region. As the Airport continues to grow, the need for a permanent Deputy Executive Director has organically evolved. In the Airport’s current organizational structure, a series of SES level functional department heads report directly to the Airport Executive Director.</p> <p>The Deputy Executive Director position will serve as the Airport’s “second in command” assisting the Airport Executive Director with a myriad of operational and administrative duties. In addition to the specific duties and spans of control for the Deputy, this position will also help free the Airport Executive Director to allocate more of his time and resources on higher tier growth and advancement initiatives.</p> <p>The Airport is currently the only County Department that does not have a formal Deputy position. This action is also the first and a prerequisite step for a series of Airport organizational adjustments and succession planning efforts.</p>
Analysis:	Pending approval, the Airport will continue to work with County Human Resources to create job specifications/descriptions and initiate recruitment actions.
Financial Impact:	This position has been graded by Human Resources at a pay grade #32.

The position will be funded exclusively by Airport Enterprise fund. However, there will be no additional FY 25 financial resources required for this position. The Airport plans to transition a vacant/obsolete position and prorate that position's salary (and potentially other salary savings) for the newly established Deputy Executive Director position.

Alternatives:

N/A

Recommendation:

Approve the establishment of a Senior Executive Service (SES) position to fulfill the role of Airport Deputy Executive Director for the Augusta Regional Airport.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

N/A



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

Augusta Aviation Commission Meeting

October 31, 2024

10:00 a.m.

Orwen Commission Chambers

2nd Floor - Terminal Building

Committee Members: Chairman - Dan Troutman; Vice-Chairwoman Ronic West; Commissioner Michael Cioffi; Commissioner Larry Harris; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Wilbert Barrett; Commissioner Davis Beman; Commissioner Don Clark; Commissioner Marshall McKnight; Commissioner William Fennoy; Commissioner James Germany;

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell; Ms. Risa Bingham; LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Robert Kerr, Staff Attorney-Augusta Law Department

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt; Mayor Garnett Johnson; Mr. Daryl White – Augusta Procurement; Ms. Dereena Harris- Augusta Procurement

CALL TO ORDER & PRAYER – Vice Chairwoman Ronic West called the meeting to order at 10:19 am
Prayer by Commissioner Barrett

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Vice Chairwoman Ronic West

A. October 31, 2024 Meeting Agenda

- B. August 29, 2024 Commission Meeting Minutes
Motion by Commissioner Fennoy 2nd by Commissioner Germany to approve the October 31, 2024, Augusta Aviation Committee meeting agenda & the Augusta 29, 2024, Commission Meeting Minutes
No Discussion; Unanimous Ayes; Motin carries
- C. August 2024 Statistics & September 2024 Statistics
- D. Item D; approved in Human Resources Committee Meeting

II. EMPLOYEE RECOGNITION – Catherine Highsmith

Kevin Woolsey, Aviation Services- Lead Customer Service Agent- 30 Years of Service
Terrell Mack, Aviation Services- Customer Service Agents- 5 Years of Service
Jalen Heggs, Airport Operations- Airside Operations Agent- 5 Years of Service
Motion by Commissioner Sasser 2nd by Commissioner Fennoy to approve and accept 3 AGS Employees recognized for their combined 40 years of service
No Discussion; Unanimous Ayes; Motin carries

III. COMMITTEE REPORTS:

- A. Marketing Committee Meeting Report- Commissioner Michael Cioffi
Motion by Commissioner Cioffi 2nd by Commissioner Sasser to approve the Marketing Committee Report
No Discussion; Unanimous Ayes; Motin carries
- B. Human Resources Committee Meeting Report-Commissioner Randy Sasser
Motion by Commissioner Sasser 2nd by Commissioner Larke to approve the Human Resource Committee Report
No Discussion; Unanimous Ayes; Motin carries

IV. FINANCE REPORT – Risa Bingham

August 2024 Financial Highlights & September 2024 Financials
Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve the August 2024 Financial Highlights & September 2024 Financials
No Discussion; Unanimous Ayes; Motin carries

V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- 2024 Budget Amendment - Risa Bingham
Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve (AGS)- 2024 Budget Amendment

Discussion; Unanimous Ayes; Motions carries

- B. Augusta Regional Airport (AGS)- 2025 Georgia Department of Transportation (GDOT) Grant Acceptance- Elizabeth Giles

Motion by Commissioner Sasser 2nd by Commissioner Fennoy to approve (AGS) 2025 Georgia Department of Transportation (GDOT) Grant Acceptance Discussion; Unanimous Ayes; Motions carries

- C. Augusta Regional Airport (AGS)- Municipal Emergency Services (MES) Hurst E-Draulic Equipment Purchase- Chief Richard Beal

Motion by Commissioner Clark 2nd by Commissioner Barrett to approve (MES) Hurst E-Draulic Equipment Purchase

Discussion; Unanimous Ayes; Motions carries

- D. Augusta Regional Airport (AGS)-Establishment of a Senior Executive Service (SES) grade/class for the Airport Deputy Director Position- Herbert L. Judon, Jr.

Approved in the October 31, 2024, HR Committee Metting

- E. Augusta Regional Airport (AGS)- Nextstar Broadcasting, Inc. (WJBF) Barter Agreement- Lauren Smith

Motion by Commissioner Fennoy 2nd by Commissioner Clark to approve Renewing Nextstar Broadcasting, Inc. (WJBF) Barter Agreement

Discussion; Unanimous Ayes; Motions carries

VI. INFORMATION ITEMS

- A. September and October Staff Updates- Lauren Smith
- B. Helene Debrief- Chief Richard Beal
- C. DBE Update- Risa Bingham

CHAIRMAN'S COMMENTS/ACTIONS

- A. Georgia Airport Association (GAA)- Annual Meeting Overview- Commissioner William Fennoy
- B. November/December Aviation Commission Meeting Dates- Vice Chairwoman Ronic West/Herbert L. Judon, Jr.

Augusta Mayor Johnson thanked the AGS staff support given to the City of Augusta during Hurricane Helene through the communication, providing fuel for every city department and for support extended to surrounding counties.

Mr. Daryl White of Augusta Procurement Department, introduced Ms. Dereena Harris to attend the Augusta Aviation Commission meetings as the Augusta Procurement Department representative.

Commission suggested a Legislative Day to be held at AGS in the first quarter of 2025.

Mr. Judon, Chief Beal, Ms. Lauren Smith, & Ms. Elizabeth Giles, presented to the commission AGS Operations Agent Jasmine McInnis and the Important Vital role she played during the hurricane outage causing the airport not to skip a beat in remaining open and safe on the land side as well as the airside.

The special meeting set for November 13, 2024, @ 10:00 am to discuss Standard Aero, AGS Ordinance & Storm Water Project.

December 2024 Augusta Aviation Commission meeting scheduled for December 12, 2024 @ 10:00 am.

ADJOURN MEETING

**Motion to adjourn by Commissioner Barrett 2nd by Commissioner Sasser
No Discussion; Unanimous Ayes; Motion carries**

Meeting adjourned at 11:36 am



**Dan Troutman, Chairman
Augusta Aviation Commission**

12/12/24

Lauren E. Smith

From: Catherine D. Highsmith
Sent: Thursday, January 16, 2025 9:49 AM
To: Herbert Judon; Lauren E. Smith
Subject: FW: Deputy Executive Director

From: Taffica Dobbs <TDobbs@augustaga.gov>
Sent: Tuesday, January 14, 2025 7:23 PM
To: Catherine D. Highsmith <CHighsmith@augustaga.gov>
Cc: Anita Rookard <ARookard@augustaga.gov>
Subject: Deputy Executive Director

Good afternoon Catherine,

After careful review of the information provided for the establishment of a Deputy Executive Director position at the Airport, we are recommending a pay grade of 32.



Taffica R. Dobbs, HRCI-PHR
Classification & Compensation Mgr.



Human Resources Department
535 Telfair Street, Suite 400
Augusta, GA 30901
tdobbs@augustaga.gov
P (706) 821-2850 | F (706) 821-2867

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



Administrative Services Committee

Meeting Date: February 25, 2025

Amend P469373 - E911 Manual Transfer Switch – Change Order 1

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Approve change order#1 - \$81,503.00 to purchase order P469373 to cover the costs of the installation of one (1) 600-amp 208VAC manual transfer switch for a portable power generator at E911 Emergency Services Department by Georgia Power.

As a companion item with the amendment of purchase order P469373, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$81,503.00 from the E911 Fund Balance to the 2025 E911 operating budget. The fund balance usage for the amendment of purchase order P469373 to include the manual transfer switch installation is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

Background: The installation of the 600-amp 208VAC manual transfer switch is required to comply with National Electrical Code NFPA 70-2020, in specific with article 708.20 F 6 which states the Means for Connecting Portable or Vehicle-Mounted Generator must be provided.

a) **708.2 Definitions:** Designated Critical Operations Area (DCOA) – Areas within a facility or site designated as requiring critical operations power. (The 911 Building falls within this area.)

b) **708.20 Sources of Power:** Current supply shall be such that, in the event of failure of the normal supply to the DCOA, critical operations power shall be available within the time requires for the application. The supply system of critical operations power, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 708.10(E) through (H).

i) **708.20 E – Storage Battery:** An automatic battery charging means shall be provided.

ii) **708.20 F – Generator Set**

(1) **708.20 F 5 – Outdoor Generator Sets**

(2) **708.20 F 6 – Means for Connecting Portable or Vehicle-Mounted Generator.** Where the COPS is supplied by a single generator, a means to connect to a portable or vehicle-mounted generator shall be provided.

iii) 708.20 G – Uninterruptible Power Supplies. Uninterruptible power supplies used as the sole source of power for COPS shall comply with 708.20 (E) and (F).

Analysis: Georgia Power will perform the corresponding manual transfer switch installation.

Financial Impact: \$81,503.00, E911 Fund Balance
Original Purchase Order Amount \$231,418.00
Revised Purchase Order Amount \$312,921.00

Alternatives: A – Approve the request B – Do not approve the request

Recommendation: Approve an addition of \$81,503.00 to purchase order P469373 to cover the costs of the installation of one (1) 600-amp 208VAC manual transfer switch for a portable power generator at E911 Emergency Services Department by Georgia Power.

As a companion item with the amendment of purchase order P469373, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$81,503.00 from the E911 Fund Balance to the 2025 E911 operating budget. The fund balance usage for the amendment of purchase order P469373 to include the manual transfer switch installation is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

Funds are available in the following accounts: \$81,503.00, E911 Fund Balance
Original Purchase Order Amount \$231,418.00
Revised Purchase Order Amount \$312,921.00

AUGUSTA, GEORGIA
Purchase Order Status Inquiry

Item 6.

Report Date:02/03/2025

MASTER INFORMATION

<u>PR Number</u>	<u>PO Number</u>	<u>Vendor ID</u>	<u>Vendor Name</u>	<u>PO Type</u>											
R389592	P469373	6529	GEORGIA POWER	P	Open Order										
Address: P1 ATT BILL BLAU RIVFT ONE 10TH STREET SUIT AUGUSTA, GA 30901				PO Total Amount:	231,418.00										
Confirm: EMERGENCY	Requested by: Marcie Williams		Blanket Number:	Req. 04/30/2024											
Account:	Approved BSI		Blanket Amount:	Print Dt: 05/02/2024											
Bid:	Printed by: AS19850		Blanket Remaining:	Entry 05/02/2024											
Contract:	PO Type: P		Expr												
Ship To: E911	EN Flag: Y		Req. Codes												
Bill To:	Sec Cd: PUR		<table><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>												
End			Buyer:												

ITEMS

PR NOTES/PRINT BEFORE/PRINT AFTER TEXT

4/29/2024 APPROVED BY PROCUREMENT

APPROVED BY COMMISSION 3/19/2024, ITEM#6
PROPOSAL RE: AUGUSTA RICHMOND CO.-911 REPLACEMENT GENERATOR
911 4TH ST. AUGUSTA, GA 30901

ENCUMBRANCES

<u>Item #</u>	<u>PR Number</u>	<u>Batch ID</u>	<u>Ke</u>	<u>Object</u>	<u>Post Date</u>	<u>EN</u>	<u>PD Amount</u>	<u>Balance</u>	<u>Tp</u>
FURNISH AND INSTALL									
0001	R389592	PO	GL	216037110	5421110	05/02/24	\$221,459.00	\$0.00	\$221,459.00 EN
PM CONTRACT (5-YEAR TERM)									
0002	R389592	PO	GL	216037110	5421110	05/02/24	\$9,959.00	\$0.00	\$9,959.00 EN
PO Balance:						\$231,418.00	\$0.00	\$231,418.00	

RECEIVING DETAIL

There is no receiving activity for this purchase order

OPEN HOLD ACTIVITY

There is no invoice or payment activity for this purchase order

WORKFLOW ACTIVITY

There is no workflow activity for this purchase order

ADDITIONAL INFORMATION

EVENT

ASSOCIATION CODES

PO REMARKS

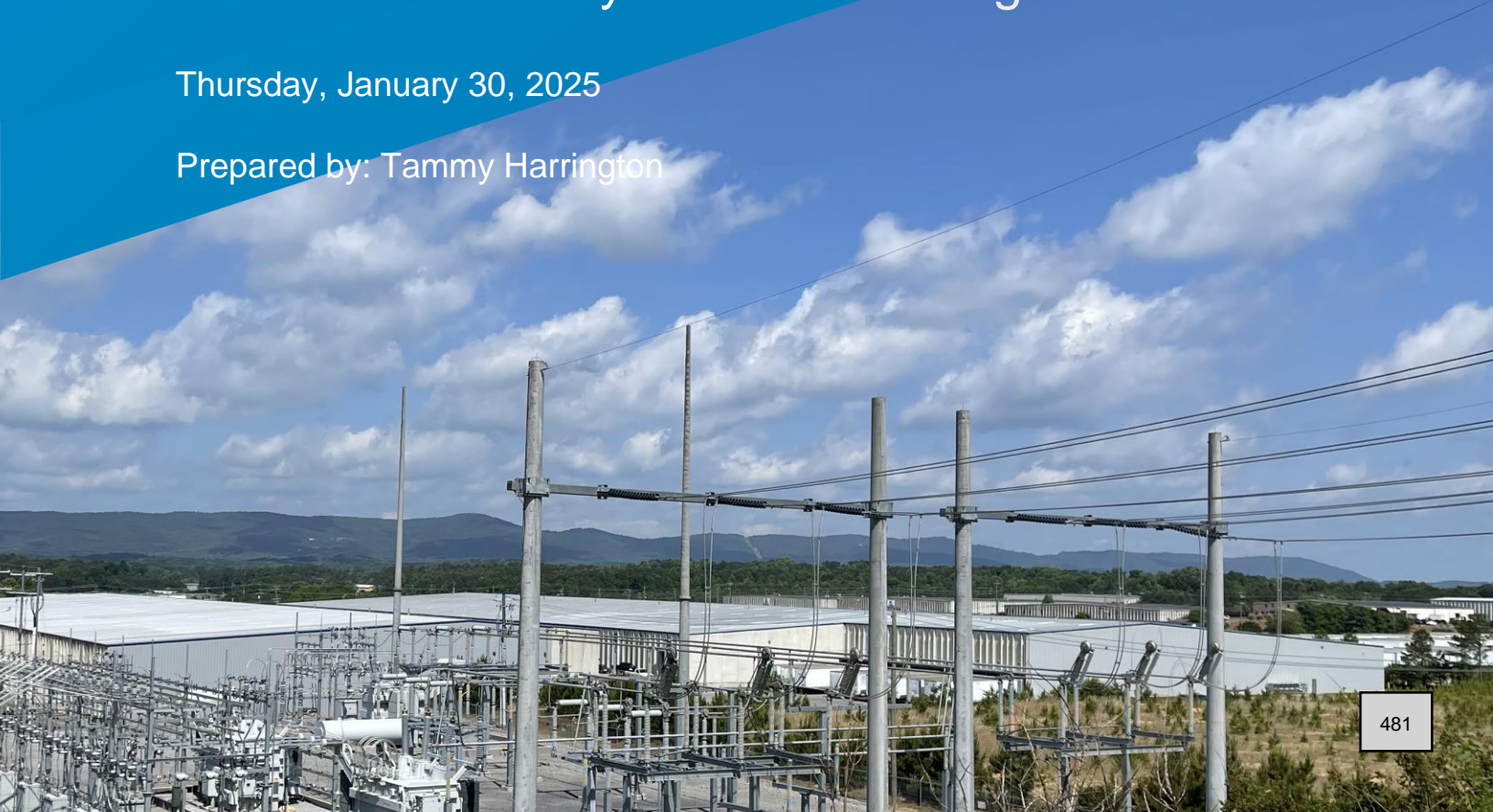


Change Order #1 Proposal for Augusta-Richmond County

Augusta Richmond Co - 911 Replacement
Generator 444 Taylor Street -Charge Order #1

Thursday, January 30, 2025

Prepared by: Tammy Harrington



Change Order Form

Change Order (Change Order) # 1

Project Name: **Augusta-Richmond Co – 911 Replacement Generator**

Project Location: 444 Taylor Street, Augusta, GA 30901

Date Issued: January 30, 2025

Georgia Power is pleased to offer this Change Order to the generator agreement executed on March 24, 2024, to provide and install (1) 600amp 208VAC manual transfer switch for the Augusta Richmond County Emergency Communication Center, located at 444 Taylor Street, Augusta GA 30901.

Changes to Scope of Work

- Move existing generator over to expose the underground conduit stub ups from the normal power source.
- Install more concrete to the existing concrete pad for the new placement of the generator.
- Build a new rack where the underground pipes are stubbed up.
- On the new rack, install a new TriStar combo MTS / terminal cabinet with cam locks for a portable generator hook up.
- New conduit and wire will be installed from the generator to the Tristar cabinet.
- The existing normal power feed will be extended into this cabinet with proper fittings.

Fee

The price of the Change Order shall be the fixed fee cost estimate of \$81,503. This pricing includes all labor, standard materials, and expenses, unless otherwise noted, required to complete the project.

Exceptions/Clarifications

1. Owner to provide free access to areas under construction in a timely manner, failure to do so would result in additional fees.
2. Quoted price includes after-hours rates.
3. The quoted price does not include the following at this time.
 - a. Bid bond, performance or payment bond.
 - b. Spare parts.

Warranty

If applicable, we shall provide the manufacturer's standard warranty on all new equipment beginning at the time of acceptance. We shall also provide a one-year warranty covering material furnished by Georgia Power, excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on after hours and holiday work service rates.

Terms

If applicable, we will ship and install all items according to the commercial packaging recommendations no later than 300 calendar days after receipt of order.

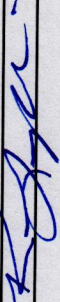
Due to current market volatility of material pricing and/or shortages, until further notice, Georgia Power reserves the right to update quoted pricing and lead times at the time of order acceptance and/or at the time of equipment release to production. Any increase or decrease will be applied at that time. Please note that we will work hard to minimize any price increases or major changes in lead times during this time.

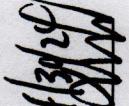
Change order total cost: \$81,503 to be paid at Change Order execution.

Value of this Change Order:	\$81,503
-----------------------------	-----------------

Augusta Richmond County Government	GEORGIA POWER COMPANY
SIGNATURE:	SIGNATURE:
NAME:	NAME: Tammy Harrington
TITLE:	TITLE: Solutions Sales Executive
Date:	Date:

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 216037110/54.21110
DEPARTMENT HEAD: 

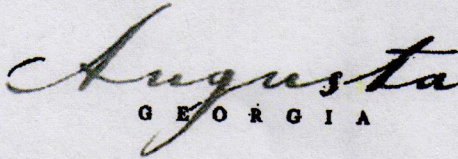
R389592-43929
REQUISITION: 
REQUISITION DATE: 04/23/2024
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

4911 1200072

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER		Unit Price		Total Price		Unit Price	
QUOTED BY		Steven Faulkner		770-550-5370			
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	FURNISH AND INSTALL DIESEL-FIRED STANDBY GENERATOR, TRANSFER SWITCH, & ANNUNCIATOR TO INCLUDE REMOVAL OF EXISTING GENERATOR & CRANE RENTAL AT 911 EMERGENCY CENTER	1	\$ 221,459.00	\$ 221,459.00			
2	PM CONTRACT (5 YEAR TERM)	1	\$ 9,959.00	\$ 9,959.00			
3							
4	*Emergency						
5	Approved by Commission 3/19/2024, Item #6						
6	Proposal Re: Augusta Richmond Co - 911 Replacement Generator 911 4th St, Augusta, GA 30901						
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
TOTAL BID				\$ 231,418.00			
SHIPPING CHARGES							
DELEVERY TIME FROM RECEIPT OF PURCHASE ORDER							

Item 6.

484



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: March 4, 2024
SUBJECT: Emergency Memo -- 911 Center Generator

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the 911 Emergency Center relating to the power generator.

During an emergency service call, the 911 power generator presented several mechanical and control related malfunctions. Due to the previous issues, age, and hours of service of the unit, it was highly recommended that the generator be replaced. The 911 Emergency Center requires and relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that this unit be replaced to eliminate a potential downtime of the building and this essential service.

The proposed unit will be a 250Kw Diesel Generator with a 5yr./2000hr. manufacturer warranty. It will also include a 5-year preventive maintenance contract. Removal of the existing unit and installation of the new unit is accounted for in the proposal cost.

Please process a purchase order to Georgia Power Company in the amount of \$231,418.00 for the replacement of the 911 emergency generator and preventive maintenance contract.

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

RL/mcrr

C. Sams
3-4-24



Office of the Administrator

Item 6.

Takiyah A. Douse
Interim Administrator

March 19, 2024

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

Mr. Lampkin,

At the regular meeting held Tuesday, March 19, 2024, the Augusta, Georgia Commission, acted on the following items:

6. Approved the transfer of funds from E911 fund balance to E911 Capital balance in the amount of \$231,418 for the emergency replacement of the power generator at E911 Emergency Services Department by Georgia Power.
8. Approved utilizing the state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one Ford F250, at a total cost of \$55,768 from Allan Vigil Ford for the Richmond County Sheriff's Office.
24. Approved the award of bid #24-187, Grounds Maintenance Services for Various Facilities and Library Locations to the following compliant vendors for the year 2024 and 2025.
 - LEP Contracting, LLP for services to be rendered to the Municipal Building, Public Defender's Office, and Transit Bus Operations Maintenance Facility in the sum of \$54,975.00 for FY24 and \$56,074.50 for FY25.
 - Yellowstone Landscape for services to be rendered at Sheriff's Administration and Augusta Judicial Center in the sum of \$37,944.00 for FY24 and \$37,944.00 for FY25.
 - A.S.A.P. Landscape Management to perform services for the following library locations: Headquarters Library, Appleby Library, Friedman Library, Maxwell Library in the total amount of \$22,860.00 for FY24 and \$24,573.88 for FY25.
25. **Referred agenda item to the April 16, 2024, Commission meeting;** Motion to approve price proposal Option B, not to exceed the greater of 2.5% of total ESCO Sell Price or minimum of \$250,000, from IBA Consulting Engineers, Inc. dba NV5 Consultants.
26. **Referred agenda item to the April 16, 2024, Commission meeting;** Approve Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of \$398,00.00 to TRANE for Phase 2 audit.

If you have any questions, please contact me.

In Service,

Charles M. Jackson, Deputy Administrator

CMJ/nd

Maria Rivera-Rivera

From: Harrington, Tammy J. <TJHARRIN@southernco.com>
Sent: Monday, March 4, 2024 1:11 PM
To: Maria Rivera-Rivera
Subject: [EXTERNAL] 911 Generator Proposal

Hello Maria ,
Please allow this email to serve as confirmation that the price that was submitted to Augusta Richman County in the Georgia Power Proposal is still the valid turnkey price.
Thanks again,
Tammy Harrington
Georgia Power
770-550-5370

Get [Outlook for iOS](#)

[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.]



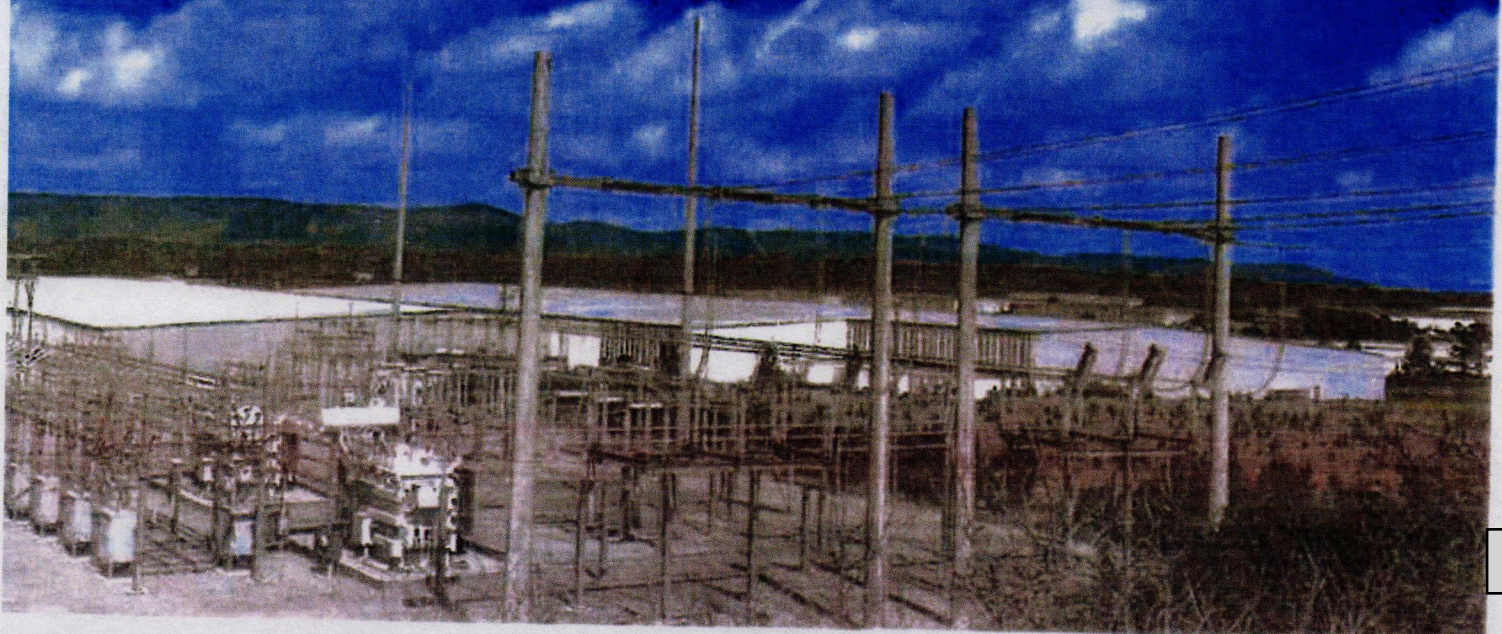
Georgia Power

Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond Co - 911 Replacement
Generator 444 Taylor Street

Monday, January 8, 2024

Prepared by: Steven Faulkner, Kathy Randolph and Tammy Harrington





Proposal

241 Ralph McGill Blvd. NE
Solutions Sales Bin 10210
Atlanta, GA 30308
770-550-5370

Monday, January 8, 2024

AUGUSTA RICHMOND COUNTY

Maria Rivera-Rivera
Deputy Director, Facilities
Augusta-Richmond County- Central Services Department

Re: Augusta Richmond Co - 911 Replacement Generator 444 Taylor Street

Georgia Power Company is pleased to offer you our proposal to provide the following **Turnkey Design/Build** and commissioning of a 250 kw Winco Diesel Generator, Transfer Switch and Annunciator at the 911 Emergency Communication Center located at **444 Taylor Street**, Augusta GA , 30901.

Scope Description: Furnish and install diesel-fired standby generator, transfer switch and annunciator.

Scope of work:

- Provide and ship to **customer** location, (1) 250 kW 3 phase 120/208V Winco Diesel Generator with enclosure and 845-gallon base fuel tank (**2-10 weeks lead time**).
- Provided equipment will meet industrial standards and will have a non-proprietary digital Deep Sea 7310 controller.
- Genset will have a FPT industrial Diesel engine and Stamford Newage 12 lead alternator ends.
- Provide and ship to customer (1) Asco 300G industrial Transfer switch rated at 208 volts/600 amp.
- ATS is service entrance rated in a Nema 1 Enclosure.
- Removal of existing generator, crane rental, and installation are included.
- On-site start up and commissioning will be included in this quote.
- Warranty registration, along with a 5yr./2000 hr. manufacturer's warranty
- Warranty will go into effect at completion of start-up.
- 5-year Preventive Maintenance Plan to include (2) services Per Year.
- Provide rental generator and wire into transfer switch.

Exclusions and Clarifications:

- Pricing assumes re-use of existing concrete pads.
- Pricing assumes the re-use of existing power and control conductors.
- Local, State, & Federal Tax excluded.
- Initial fueling of Genset will be customers responsibility.
- Concrete cutting or replacement.
- Additional conduit runs or feeder cable excluded.
- Code Upgrades, Environmental Remediation, or Special Permitting is not included.

Pricing Details:

	Pricing
PM Contract (5-year Term)	\$9,959
250Kw Diesel Generator, transfer switch, annunciator, rental generator and wire into transfer switch	\$221,459

The total price is \$231,418.00 plus any applicable taxes

Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Utility Services not responsible for damages Resulting from "pre-existing conditions"
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

This proposal is subject to and is pending final approval by Georgia Power management subsequent to customer acceptance.

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

Tammy Harrington

Solutions Sales - Georgia Power Company
Phone - 770-550-5370 - Email - TJHARRIN@southernco.com

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

AUGUSTA RICHMOND COUNTY**GEORGIA POWER COMPANY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: - Terms and Conditions

TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnatee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnatee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a late payment finance charge. The late payment finance charge is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. Late payment finance charges can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.



Central Services Department

Ron Lampkin, Interim Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

D White
2/17/25

TO: Darrell White, Interim Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: February 14, 2025

SUBJECT: Amend P469373 - E911 Manual Transfer Switch

We respectfully ask you to accept this communication as our request to approve an addition of \$81,503.00 to purchase order P469373 to cover the costs of the installation of one (1) 600-amp 208VAC manual transfer switch for a portable power generator at E911 Emergency Services Department by Georgia Power.

As a companion item with the amendment of purchase order P469373, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$81,503.00 from the E911 Fund Balance to the 2025 E911 operating budget. The fund balance usage for the amendment of purchase order P469373 to include the manual transfer switch installation is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

The installation of the 600-amp 208VAC manual transfer switch is required to comply with National Electrical Code NFPA 70-2020, in specific with article 708.20 F 6 which states the Means for Connecting Portable or Vehicle-Mounted Generator must be provided.

- a) **708.2 Definitions:** Designated Critical Operations Area (DCOA) – Areas within a facility or site designated as requiring critical operations power. (The 911 Building falls within this area.)
- b) **708.20 Sources of Power:** Current supply shall be such that, in the event of failure of the normal supply to the DCOA, critical operations power shall be available within the time requires for the application. The supply system of critical operations power, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 708.10(E) through (H).
 - i) **708.20 E – Storage Battery:** An automatic battery charging means shall be provided.
 - ii) **708.20 F – Generator Set**
 - (1) **708.20 F 5 – Outdoor Generator Sets**
 - (2) **708.20 F 6 – Means for Connecting Portable or Vehicle-Mounted Generator.** Where the COPS is supplied by a single generator, a means to connect to a portable or vehicle-mounted generator shall be provided.
 - iii) **708.20 G – Uninterruptible Power Supplies.** Uninterruptible power supplies used as the sole source of power for COPS shall comply with 708.20 (E) and (F).

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



Engineering Services Committie

Meeting Date: 2/25/2025

Award Bid Item 24-238 Instrumentation

Department:	Utilities
Presenter:	Wes Byne, Utilities Director
Caption:	Motion to award Bid Item 24-238 for Instrumentation to the Lowest Bidders – FLW Southeast, Inc. and Hydrocal
Background:	Augusta Utilities utilizes Instrumentation at Water Treatment Plants and Sewage Lift Stations. We worked with the Augusta Procurement Department to solicit bids for Instrumentation to be used as replacements for existing equipment as needed. The solicitation resulted in bids from three vendors that met our requirements.
Analysis:	Augusta Utilities has reviewed the responsive bids and has determined that the best bids was received from the two lowest price bidder's, FLW Southeast, Inc. Marietta, GA and Hydrocal Sugar Hill, Ga and found that it meets our specification requirements
Financial Impact:	\$150,000.00 for multiple different Instruments
Alternatives:	Reject bids and purchase individual Instruments as needed (Not Recommended).
Recommendation:	Award Bid Item 24-238 to FLW Southeast, Inc of Marietta, Ga and Hydrocal of Sugar Hill, GA
Funds are available in the following accounts:	506043580-5425210
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed Bids will be received at this office until **Friday, September 27, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **834 4460 1402**; Passcode: **24238** for furnishing:

Bid Item #24-238 Instrumentation for Augusta, GA – Augusta Utilities Department

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbids**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 13, 2024 @ 5:00 P.M. No Bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 22, 29, 2024 and September 5, 12, 2024
Metro Courier August 22, 2024

cc: Takiyah A. Douse Interim Administrator
 Wes Byne Augusta Utilities Department
 Stephen Orton Augusta Utilities Department

Revised: 06/20/24



**Bid Item #24-238 Instrumentation
for Augusta, GA - Utilities Department
Due: Thursday, October 24, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 577
Total packages submitted: 4
Total Noncompliant: 0

Vendors		FLW Southeast, Inc. 4451 Canton Road Marietta, GA 30066	Hydrocal 5885 Cumming Hwy Ste. 108-221 Sugar Hill, GA 30518	Swan Analytical USA Inc 390 Holbrook Dr Wheeling, IL 30090
Attachment B		Yes	Yes	Yes
Addendum 1		Yes	Yes	Yes
E-Verify		2502614	1201314	1273736
SAVE Form		Yes	Yes	Yes
1	HydroRanger 200 Ultrasonic level controller	\$1,543.52	\$967.50	NB
2	EchoMax XPS-10 Ultrasonic level transducer	\$827.20	\$1,350.00	NB
3	Chlorine Analyzer HydroAct	NB	\$5,670.00	NB
4	Monitor AMI Turbiwell WILED	NB	\$5,267.50	\$5,500.00
Exceptions		Yes	Yes	None noted

No Bid Submittal: Revere Control Systems, Inc.; 5201 Princeton Way, Hoover, AL 35226

UTILITIES DEPARTMENT



**Wes Byne, P.E.
Director**

MEMORANDUM

TO: Darrell White, Interim Director – Procurement
Nancy Williams –Quality Assurance Analyst
Tywana Scott – Interim-Procurement Assurance Analyst

FROM: Wes Byne, Director – Utilities Department
Stephen Orton, Superintendent-AUD-Facilities and Maintenance

SUBJECT: Instrumentation (Bid Item #24-238) Recommendation of Award

DATE: November 8, 2024

It is our recommendation that Bid No. **24-238 Instrumentation** be awarded to the lowest compliant bidders, HYDROCAL Items 3 and 4 and FLW Southeast, Inc. Item 1 and 2 Theses bidders are the lowest bid for each Item. Item 1 was moved from HYDROCAL to FLW Southeast, Inc because there bid was for a Vega Made ultrasonic and not the Hydroranger 200 that was required per the Bid.

Thank you for your assistance regarding this request.

9 December 2024

Wes Byne, P.E. - Director, Utilities Department

Date

CC: Tess Thompson, Manager-AUD Finance

Rosemount Inc
Attn: Kaan Cuce
115 Brindle Lane
Alpharetta, GA 30009

Instrument & Valve Service Co.
109 Park of Commerce Dr. Suite 2
Savannah, GA 31405
(RETURNED MAIL)

Kazmeir Inc
210 S Cherry St
Lenoir City, TN 37771

Digi International
9350 Excelsior Blvd Suite 700
Hopkins, MN 55343

PSI Environmental
1100 Vijay Drive
Atlanta, GA 30341

EBARA International Corporation
1651 Cedar Line Dr.
Rock Hill, SC 29730

Flow Automation Solutions
Attn: Diego Castillo Lopez
7070 Winchester Circle
Boulder, CO 80301

Control Southern
Attn: Jim Merz
3850 Lakefield Dr.
Suwanee, GA 30024

Emerson
Attn: Automation Sales
8000 West Florissant Avenue,
P.O. Box 4100
St. Louis MO 63136

Emerson
1561 Columbia Hwy., N
Aiken, SC 29801

Revere Control Systems
Attn: Sales
2240 Rocky Ridge Rd
Birmingham, AL 35216

Siemens Industry, Inc.
PO Box 2715
Carol Stream, IL 60132

Border States
120 Meriovan Drive
North Augusta, SC

MSC Inc.
4809 Technology Drive.
Martinez, GA 30907

Hydrocal LLC
Attn: Alonzo
5885 Cumming Hwy Ste. 108 - 221
Sugar Hill, GA 30518

Siemens Industry, Inc
Attn: Brittany Barnes
PO Box 2715
Carol Stream, IL 60132

SWAN Analytical
Attn: Matt Moore
390 Holbrook Dr
Wheeling, IL 60090

KELLER AMERICA
351 BELL KING ROAD
NEWPORT NEWS, VA 23606

Phyllis Johnson
Compliance

Wes Byne
Augusta Utilities Department

Stephen Orton
Augusta Utilities Department

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, August 23, 2024 10:14 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000076

Dear Tywanna Scott,
 tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000076

Event Title: 24-238 Instrumentation

Event Type: Non-State Agency

Process Log
2024/08/23 10:10:19 : Log starts for - 16964828 - EVENT_RELEASE_TO_SUPL
2024/08/23 10:10:22 : Email Process Log for the Event#: PE-72155-NONST-2024-000000076
2024/08/23 10:10:22 : Email Batch# 2408232732
2024/08/23 10:10:22 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/08/23 10:12:32 : Bad Email not sent to jm baker2019@gmail.com of MARK C BAKER
2024/08/23 10:14:13 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/08/23 10:14:19 : Total No of Contacts found for sending Email: 577
2024/08/23 10:14:19 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000076&sourceSystemType=gpr20>

08/23/2024 10:14:19 AM


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

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier 	Download Date
ARK Global Partners LLC	08/29/2024
Cranston LLC	08/23/2024
Dodge Data	08/23/2024
Engineer Service Corporation	08/23/2024
Harrington	09/05/2024
Inframark A&I	08/26/2024
Keller America Inc.	08/23/2024
Muns Services, LLC	08/23/2024
Onvia, Inc. - Content Department	08/23/2024
Process Automation and Controls	08/23/2024
Rehrig Pacific Company	08/26/2024
Reliability Point LLC	08/23/2024

Add Supplier

Supplier Details

Supplier Name	ARK Global Partners LLC
Contact Name	Anthony Kitchens
Address	800 Battery Avenue SE , Atlanta, GA 30339
Email	tony@arkglobalpartners.com
Phone Number	+1 -(40-4) 236-9

Remove

Filename	Type	Action
24-238_ITB	Bid Document / Specifications	View History
24-238_HELENE	Miscellaneous	View History



Engineering Services Committee Meeting

Meeting Date: February 25, 2025

Bellemeade Landing Subdivision Dedication

File Reference: 24-005(A)3

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing.
Background:	<p>The final plat for Bellemeade Landing, was approved by the Commission on July 17, 2024 . The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Bellemeade Landing. 2. Do not approve and risk litigation.
Recommendation:	Approve Alternative Number One.

**Funds are available in N/A
the following accounts:**

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

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: November 13, 2024

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: BELLEMEADE LANDING SUBDIVISION DEDICATION
FILE REFERENCE: 24-005(A)3

CAPTION: Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing.

BACKGROUND: The final plat for Bellemeade Landing, was approved by the Commission on July 17, 2024. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

November 13, 2024

Page Two

**FINANCIAL
IMPACT:**

By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES:

1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Bellemeade Landing.
2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Commission Meeting November 19, 2024

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/dh

Attachments

cc: Agenda File
Main File
Walt Corbin

ENGINEERING DEPARTMENT

Hameed Malik, PhD., PE, Director
Plan & Review Section Manager
Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development

From: Richard A. Holliday, Lead Design Engineer

Date: October 2, 2024

Subject: Certificate of Completion
Dedication of Bellemeade Landing
File reference: 24-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on July 17, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

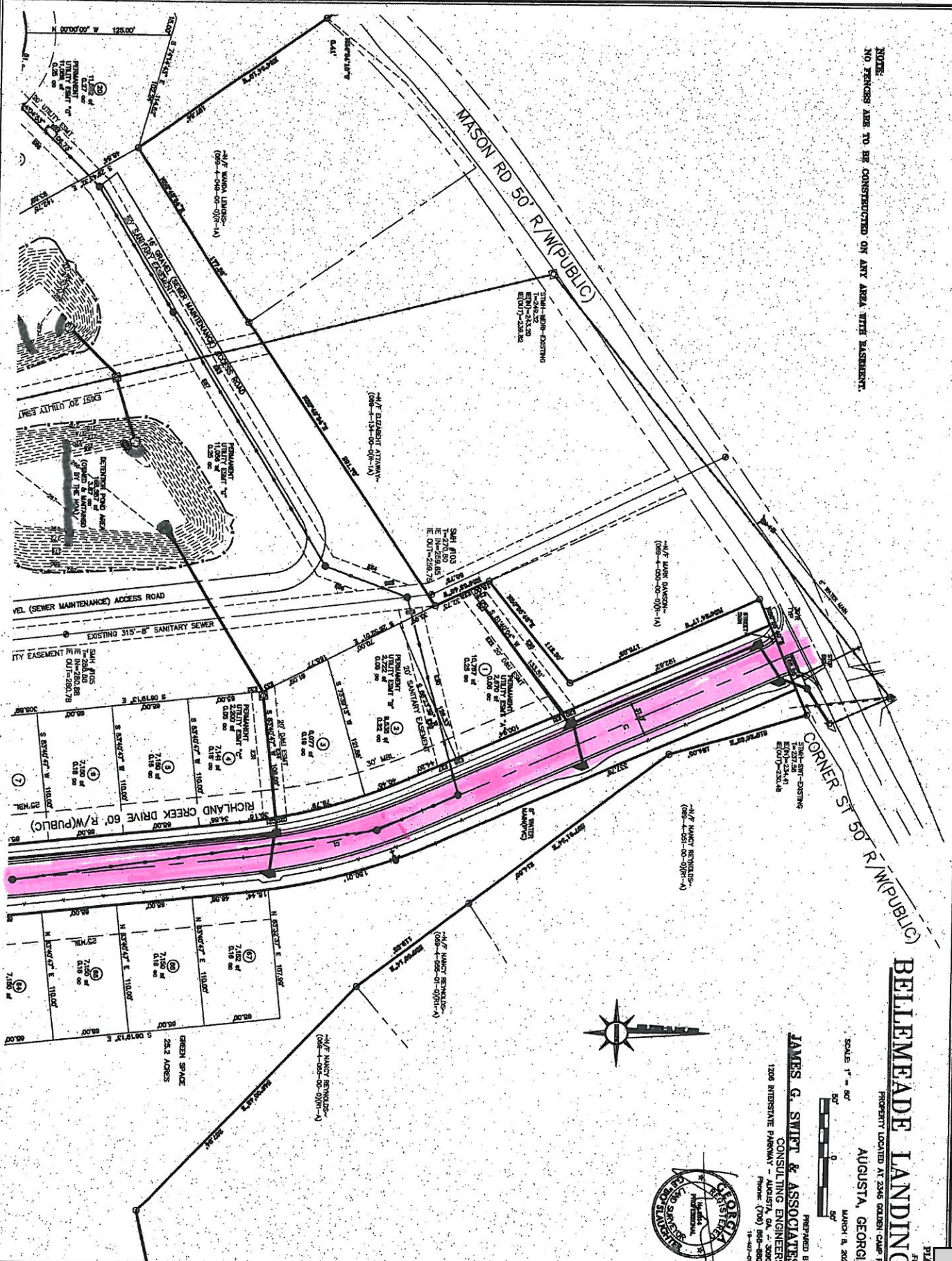
Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.

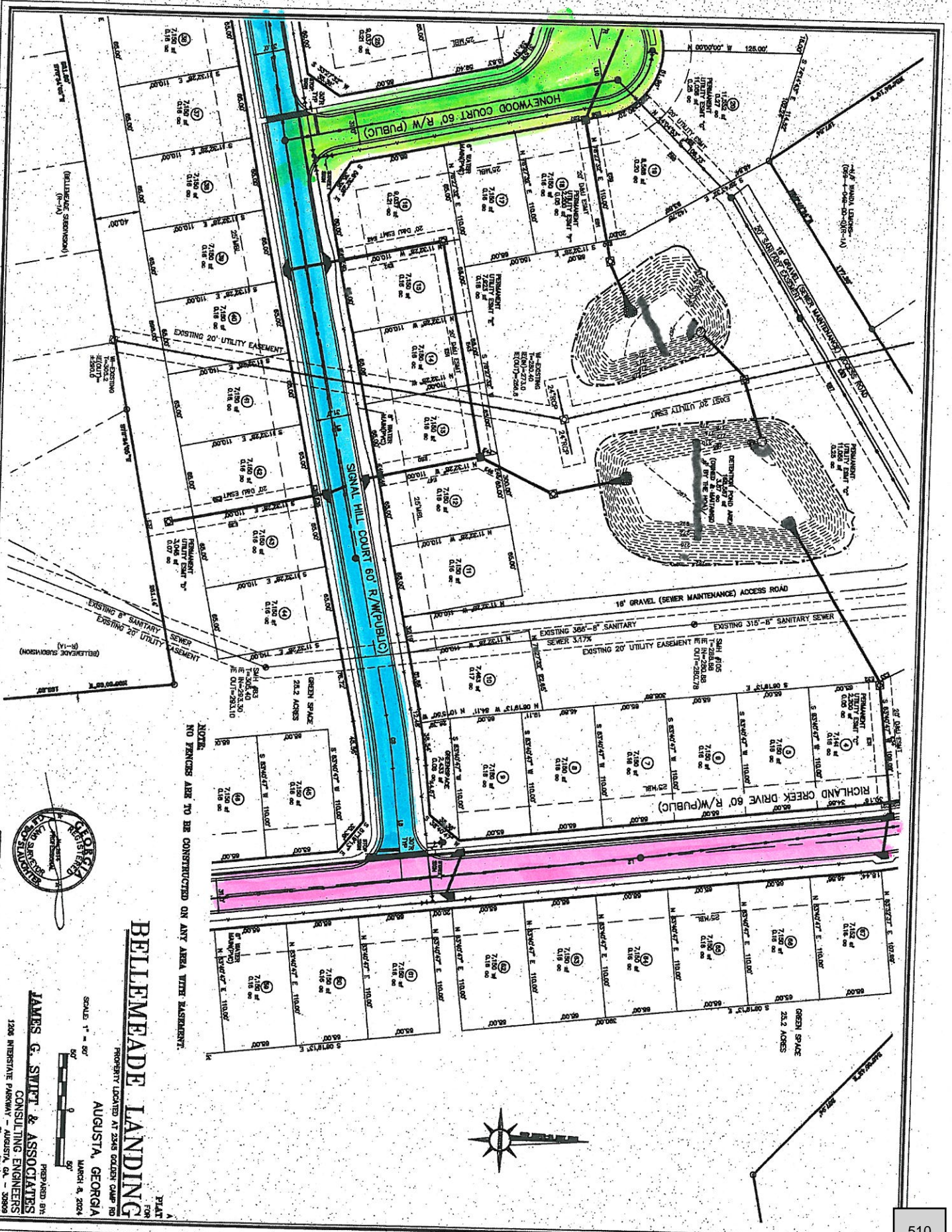


BELLEMEADE LANDING
 PROPERTY LOCATED AT 2345 GOLDEN GATE RD
 AUGUSTA, GEORGIA

SCALE 1" = 60'
 0' 30' 60'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - SUITE 200
 AUGUSTA, GA 30903
 Phone: (706) 866-3923
 Fax: (706) 866-3924





NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



PREPARED BY:
 JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA - 30909
 Phone: (706) 866-8003
 18-077-001

SCALE: 1" = 50'
 0' 50' 100'

BELLEMEADE LANDING
 PROPERTY LOCATED AT 2345 GOLDEN CAMP RD
 AUGUSTA, GEORGIA
 MARCH 4, 2024



NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



BELLEMEADE LANDING
 PROPERTY LOCATED AT 2345 GOLDEN CAMP RD
 AUGUSTA, GEORGIA

JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1208 INTERSTATE PARKWAY - AUGUSTA, GA - 30606
 Phone: (706) 868-8803
 Fax: (706) 868-8804

SCALE: 1" = 50'
 PREPARED BY: JAMES G. SWIFT
 DATE: MARCH 8, 2024

BELLEMEADE LANDING

PROPERTY LOCATED AT 2346 GOLDER CAMP RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'

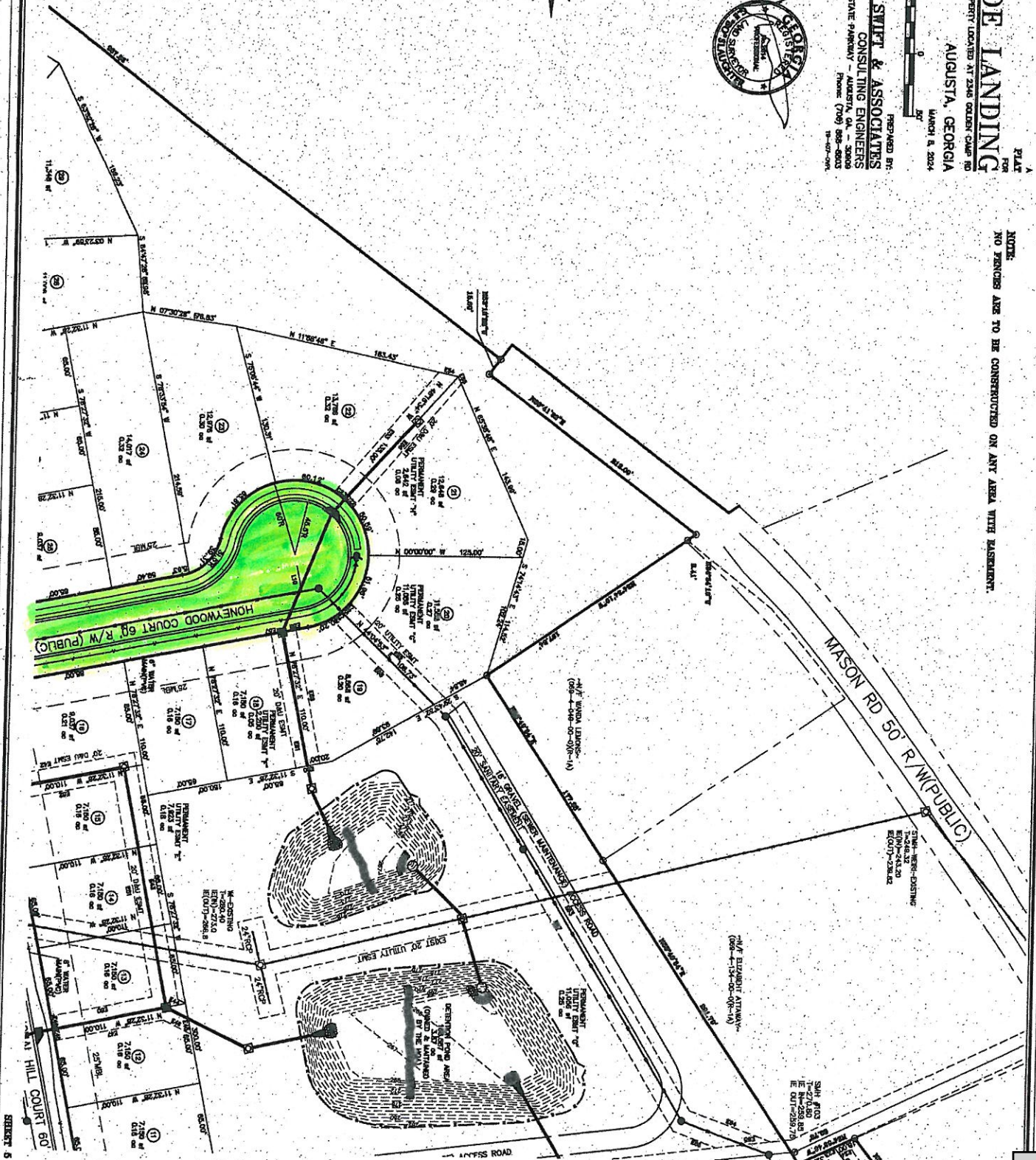


MARCH 8, 2024

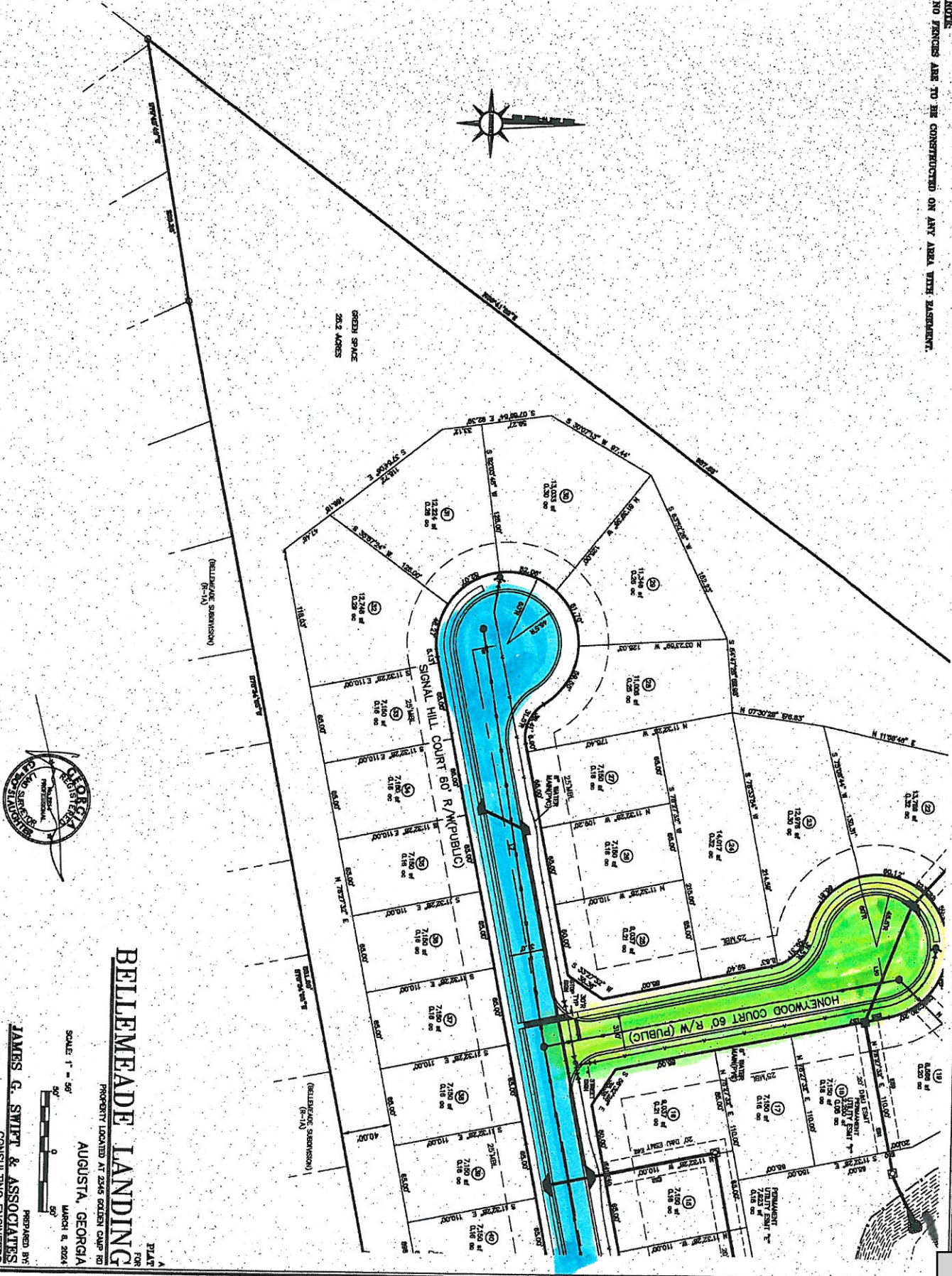
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1208 INTERSTATE PARKWAY - AUGUSTA, GA 30903
Phone: (706) 965-2800
Fax: (706) 965-2801



NOTE:
NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



BELLEMEADE LANDING
 PROPERTY LOCATED AT 2345 GOLDEN CAMP RD
 AUGUSTA, GEORGIA

SCALE: 1" = 30'
 PREPARED BY:
 JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1208 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
 Phone: (706) 886-8803
 19-07-004

Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
BELLEMEADE LANDING
 Roads, Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **TEAM PROPERTY DEVELOPMENT, LLC**, a Georgia limited liability company, and **D.R. HORTON, INC.**, a Delaware corporation (hereinafter referred to, collectively, as “Grantor”), and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission (hereinafter referred to as “Grantee”).

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Grantee, its successors and assigns, the following described property, to-wit:

All right, title and interest of Grantor in and to the storm sewer system, **excluding the detention ponds**, as the same is now located within a certain sixty foot (60’) right of way shown and delineated on the plat titled “BELLEMEADE LANDING”, as prepared by James B. Swift & Associates, dated March 8, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 19, Page Nos. 177-182 (the “Plat”); reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and

location of said property. For the avoidance of doubt, the foregoing conveyance shall not include the detention ponds as shown and depicted on the Plat which detention ponds are to remain private.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as "RICHLAND CREEK DRIVE 60' R/W (PUBLIC)," "HONEYWOOD COURT 60' R/W (PUBLIC)," and "SIGNAL HILL COURT 60' R/W (PUBLIC)" on the Plat; reference being hereby made to the Plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

ADDITIONALLY, Grantor does hereby grant and convey unto Grantee an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on the Plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, its successors and assigns, forever in FEE SIMPLE.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written as the date of these presents.

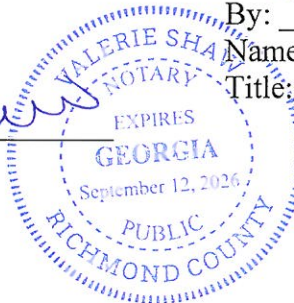
SIGNED, SEALED AND DELIVERED in our presence: **TEAM PROPERTY DEVELOPMENT, LLC**, a Georgia limited liability company

Candice Petun

Witness

Valerie Shaheen
Notary Public, Georgia

(SEAL)



By: [Signature]
Name: James C. Overstreet, Jr.
Title: Manager

SIGNED, SEALED AND DELIVERED in our presence: **D.R. HORTON, INC.**, a Delaware corporation

John C. Jashinsky
Witness

By: [Signature]
Name: John C. Jashinsky
Title: Vice President

Sherry Lynn Glenville
Notary Public, Georgia

(SEAL)



ACCEPTED BY:

AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lean Bonner
As Its: Clerk of Commission

(SEAL)



Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
 BELEMEADE LANDING
 Roads, Storm System

THIS AGREEMENT, entered into this day of _____, 20__, by
 and between TEAM PROPERTY DEVELOPMENT, LLC, a Georgia limited
 liability company, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a
 political subdivision of the State of Georgia, acting by and through its Commission,
 hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain
 roads, storm drains, excluding detention ponds, and appurtenances for RICHLAND CREEK
 DRIVE 60' R./W (PUBLIC)," "HONEYWOOD COURT 60' R/W (PUBLIC)," and
 "SIGNAL HILL COURT 60' R.JW (PUBLIC)" on the plat titled BELLEMEADE
 LANDING, as shown by a PLAT, previously tendered and recorded in the Office of the
 Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19, Page # 177-
 182; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all

installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances excluding the detention ponds, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19, page # 177-182.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein. The detention ponds are to remain private.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is

unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.


(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
LLC
in our presence:

Lawrence Davis
Witness

Condie D. Petrea
Notary Public, Georgia
(SEAL)



TEAM PROPERTY DEVELOPMENT,

By: [Signature]
James C. Overstreet, Jr.

As its: Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lean Bonner
As Its: Clerk of Commission
(SEAL)



Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Honeywood Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Honeywood Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Honeywood Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at E of Signal Hill Court
 Extending NW approx. 290.0' to and including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.05 pmile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Richland Creek Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Richland Creek Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Richland Creek Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at E of Mason Road

Extending SE approx. 1395.78' to and including cul-de-sac

- (b) Length of road to nearest 1/100th mile:

0.26 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
 Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Signal Hill Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Signal Hill Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Signal Hill Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of Richland Creek Drive
 Extending SW approx. 1009.82' to and including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.19 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
BELLEMEADE LANDING**

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS TEAM PROPERTY DEVELOPMENT, LLC, a corporation established under the laws of the State of Georgia, (hereinafter known as “DEVELOPER”) owns a tract of land in Richmond County, Georgia, presently known as 2345 Golden Camp Road, on which DEVELOPER has constructed a housing subdivision known as Bellemeade Landing, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS D. R. HORTON, INC., a corporation established under the laws of the State of Delaware, hereinafter referred to as “HORTON”, joins in this Deed of Dedication as owner of certain lots within the subdivision, as evidenced by that certain Deed dated 25 October 2024 and recorded in Deed Book 1944, Pages 326-328, in the office of the Clerk of the Superior Court of Richmond County, Georgia; and

WHEREAS, it is the desire of DEVELOPER and HORTON, to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission (hereinafter known as “AUGUSTA”), for maintenance and control; and

WHEREAS, a final plat of the above stated subdivision has been prepared by James G. Swift & Associates, said plat being dated March 8, 2024, approved by the Augusta-Richmond County Planning Commission on July 17, 2024, approved by the Augusta Commission on July 17, 2024, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 19, Pages 177-182. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DEVELOPER and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 202__, between DEVELOPER and HORTON as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That DEVELOPER and HORTON, their successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER and HORTON also grant AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

DEVELOPER and HORTON further agree that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said

easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER and HORTON, their successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER and HORTON have hereunto set their hand and affixed their seals the day and year first above written.

DEVELOPER:

TEAM PROPERTY DEVELOPMENT, LLC

Candice Petru

WITNESS

NOTARY PUBLIC

By:

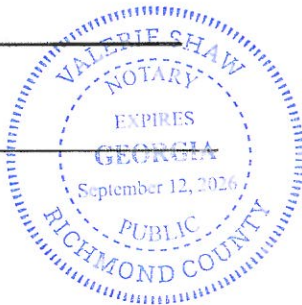
James C. Overstreet, Jr.

As Its: Manager

State of Georgia, County of _____

My Commission Expires: _____

(NOTARY SEAL)



Jack P.
Witness

Shary Lynn Howell
Notary Public


State of Georgia, County of Columbia

My Commission Expires 9/28/2026

(Notary Seal)




D. R. HORTON, INC.,
a Delaware corporation

By: 
Shamyl-Maher JOHN JASHINSKY

As Its: Vice-President

Attest: 

Printed Name: Sham Toland

As Its: 

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

BELLEMEADE LANDING

(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between TEAM PROPERTY DEVELOPMENT LLC, a Georgia corporation, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "**AUGUSTA**":

WITNESSETH

WHEREAS, **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Bellemeade Landing, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS **AUGUSTA** has adopted a policy requiring **DEVELOPER** maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by **DEVELOPER** and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify **DEVELOPER** and set forth in writing the items in need of repair. **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at **DEVELOPER'S** expense and allow **DEVELOPER** time to make the needed repairs in a reasonable time, as determined by **AUGUSTA**.

(6) In the event **DEVELOPER** fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then **AUGUSTA** shall proceed to have the necessary corrective work done, and **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to **AUGUSTA** within 30 days of receipt of invoice/bill.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(10) This agreement shall run with the land.

IN WITNESS WHEREOF, **DEVELOPER** has hereunto set its hand and seal and **AUGUSTA** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sealed and delivered in
the presence of

Michael E. Sash

Witness

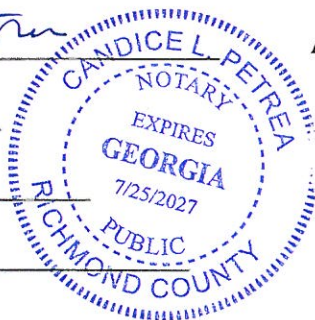
Candice L. Petrea

Notary Public

State of _____

County of _____

My Commission Expires: _____
(SEAL)



DEVELOPER:
TEAM PROPERTY DEVELOPMENT, LLC

By: _____

James C. Overstreet, Jr.

As Its: Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)



Engineering Services Committee

Meeting Date: February 25, 2025

Approve increase in program funding to RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for the Utilities Department in the amount of \$6,000,000.00 for execution by qualified and preselected contractors.

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to increase the funding for approved RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for Utilities Department (AUD) in the amount of \$6,000,000.00.
Background:	The previously approved Task Order Program allows several responsive and qualified contractors to provide installation, maintenance, and/or repairs to the water and sewer infrastructure within Augusta-Richmond County and Fort Eisenhower. The originally funded amount issued earlier has been depleted. The Utilities Department is requesting a Task Order Program funding increase in the amount of \$6,000,000.00 to continue with the repair & replacement issues of decaying infrastructure throughout Augusta-Richmond County. The contractors will provide all tools, labor, material, and equipment to perform and complete all task order assignments as set forth in RFQ #23-263 Task Order Program (2023) for the Utilities Department.
Analysis:	AUD has evaluated the current and active Task Order Program and determined that a funding increase to the Task Order Program is needed to continue use.
Financial Impact:	The funds available for this program are \$6,000,000.00. These funds are available from account: 516043490-5425410 / 88886666-5425410
Alternatives:	Rejection of this RFQ funding increase would delay the Utilities Department's ability to execute planned and emergency repairs of the water/sewer infrastructure system throughout Augusta-Richmond County.
Recommendation:	AUD recommends approve for a funding increase to RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$6,000,000.00
Funds are available in the following accounts:	516043490-5425410 / 88886666-5425410
<u>REVIEWED AND APPROVED BY:</u>	N/A



**RFQ Item #23-263 Task Order Program for Water & Sewer
Infrastructure for Augusta, GA – Utilities Department
RFQ Due: Tuesday, October 10, 2023 @ 11:00 a.m**

Total Number Specifications Mailed Out: 36
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 423
Georgia Procurement Registry: 1218
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendums 1	E-Verify #	Save Form	Original	7 Copies
BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Yes	Yes	1671379	Yes	Yes	Yes
Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Yes	Yes	167300	Yes	Yes	Yes
Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	Yes	Yes	224004	Yes	Yes	Yes
CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Yes	Yes	321326	Yes	Yes	Yes
Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	Yes	Yes	225651	Yes	Yes	Yes
GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Yes	Yes	226337	Yes	Yes	Yes
Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Yes	Yes	546959	Yes	Yes	Yes
Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Yes	Yes	212161	Yes	Yes	Yes
Vortex Services, LLC - Non-Compliant - Late Submittal - 10/11/2023						



Engineering Services Committee Meeting

Meeting Date: February 25, 2025

Dedication of Southampton Section 10

File Reference: 24-005(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
Background:	<p>The final plat for this portion of Southampton Section 10 was approved by the Commission on November 26, 2024. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Southampton Section 10. 2. Do not approve and risk litigation.
Recommendation:	Approve Alternative Number One.

**Funds are available in N/A
the following accounts:**

REVIEWED AND HM/dh
APPROVED BY:

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: DECEMBER 30, 2024

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: SOUTHAMPTON SECTION 10
FILE REFERENCE: 24-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Southampton Section 10 was approved by the Commission on November 26, 2024. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

December 30, 2024

Page Two

**FINANCIAL
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES: 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Southampton Section 10.

2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting January 13, 2025

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT


Hameed Malik, PhD., PE, Director

Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

From: Brett Parsons, Principal Engineer Land Development 

Date: December 30, 2024

Subject: Certificate of Completion
Dedication of Southampton Section 10
File reference: 24-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on November 26, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Director of Planning and Development
Kevin Boyd, Development Services Manager
File

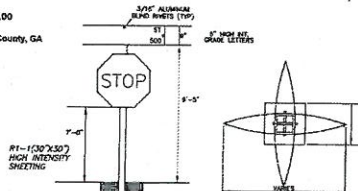
Engineering Division

452 Walker St., Suite 110 – Augusta, GA 30901

Phone: (706) 821-1706- Fax 706 (821-1708)

www.augustaga.gov

D: PLAT B: 20 P: 62
Recorded: 12/04/2024 03:09 PM
Doc # 2024030244 Pages: 1 Fees: \$10.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant ID: 0968210688.



TYPICAL STREET SIGN

PROJECT DATA	
TOTAL ACRES	14.70
TOTAL NO. OF LOTS	40
MIN. LOT SIZE	0.24 AC 10,800 SF
TAX PARCEL	P.O. MAP 153-C-072-00
ZONING	R-1A W/SPECIAL EXCEPTIONS
LAND DISTURBANCE PERMIT #	2022-123
CITY OF AUGUSTA PROJECT #	S/P S-9

FINAL PLAT
SUBDIVISION
OF
SECTION 10

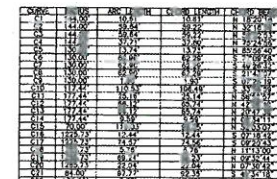
SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE : JULY 15, 2024	SCALE : 1" = 80'
REV : AUGUST 14, 2024	Augusta comments
REV : OCTOBER 16, 2024	Augusta comments

PREPARED FOR :
OWNER / DEVELOPER / CONTRACTOR
COEL DEVELOPMENT COMPANY, INC.
7000 TOWNE CENTER BLVD. EVANS, GEORGIA 30800 (708) 863-4568 ATT: MALL HAZLEY

PREPARED BY :
SOUTHERN PARTNERS, INC.
- ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA, GA. 30909 (706) 855-6000



As required by subsection (4) of O.C.G.A. Section 15-06-67, this plot has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements herein. Such approvals or affirmations should be confirmed with the appropriate government bodies by any purchaser or user of this plot as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plot complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

William H. Hall 10/16/24

NOTE: Individual measurements of lots and blocks within the subdivision shall be accurate within a minimum of one (1) part in three thousand (3,000).



- NOTES:
- 1.) ALL REBARS WILL BE SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE SHOWN.
 - 2.) THERE SHALL BE A 5' EASEMENT ALONG EACH SIDE OF THE SLOE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 - 3.) UTILITY EASEMENTS ARE TO BE CENTERED ON UTILITIES AS CONSTRUCTED.
 - 4.) THE FOLLOWING SETBACKS APPLY TO THIS DEVELOPMENT: (SOUTHAMPTON)

7' side setback both sides
All Lots 20' depth must > 30' rear setback

2.) INDIVIDUAL LOT DRAINAGE NOTE:
THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT DRAINAGE REQUIRED TO ENSURE "POSITIVE DRAINAGE" AWAY FROM THE FUTURE HOMES THAT MEET THE MINIMUM 10' SETBACK REQUIREMENTS. FUTURE LOTS MAY BE ACQUIRED BY THE CITY OF CHANDLER AND THE CITY OF CHANDLER SHALL BE RESPONSIBLE TO ACHIEVE "POSITIVE DRAINAGE".
DRAINAGE SHALL BE DISCHARGED DIRECTLY TO PUBLIC DRAINAGE SYSTEMS, BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAY, RIVERS, CREEKS AND OVERHEAD CANALS AS SHOWN ON THE LOTS. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPEDIE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEM.

- 7.) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL COMMON AREAS, UNLESS OTHERWISE SHOWN.
- 8.) MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 2-1/2 STORIES OR 40 FEET.
- 9.) TWO PARKING SPACES REQUIRED PER LOT.
- 10.) THERE IS NO COMMON AREAS IN SECTION 10.
- 11.) SKIDGRIP GRASS RECEIVERS USED AND ALL POINTS COLLECTED WITH THIS SKIDGRIP GRASS OPS MADE AN AVERAGE OF 0.02" OR LESS FROM THE MEAN OF ALL SAMPLES WITH A 95% CONFIDENCE LEVEL.
- 12.) ACCORDING TO FLUVA FIRM PANEL NUMBER 1506000000, MAP EFFECTIVE DATE NOVEMBER 15, 2019, THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOODPLAIN.

FIELD CLOSURE

Angular Closure: 0.5°
Adjustment: Compass
Plot Closure: 1' / 204,220'
Equipment: SOKKIA GRS3

FIELD WORK JULY 1, 2024

FLAT REFERENCE

STATE PLANE COORDINATE SYSTEM
OF GEORGIA, EAST ZONE.
NAD 83(HORIZONTAL)
NAD 83(VERTICAL)
COMBINED SP. 0.989860591

NAVD 83 (VERTICAL)
COMBINED S' 0.99985059

APPROVED FINAL PLAT

(Not valid until signed)
Augusta Commission

11/26/2024
J. J. Jones

APPROVED FINAL PLAT

(Not Valid until signed)
Augusta-Richmond County
Planning Commission
11/1/88

Leonard Pitts

Return To:
 Augusta Engineering
 Survey Section
 452 Walker Street, Suite
 Augusta, Georgia 30901

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
 Southampton Section 10
 Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20____, by and between **COEL DEVELOPMENT CO., INC.**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to roads and storm sewerage system as the same are now located within Stockport Drive 60' R/W, Ashton Drive 60' R/W as shown and delineated on a plat of Southampton Section 10, as prepared by Southern Partners, Inc., dated July 15, 2024, and last revised October 16, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Page(s) 62; reference being hereby

reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "Stockport Drive 60' R/W and Ashton Drive 60' R/W"; on that plat of Southampton Section 10, as prepared by Southern Partners, Inc., dated July 15, 2024, and last revised October 16, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Page(s) 62, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.


TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

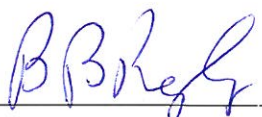
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

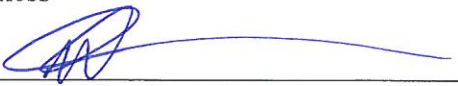
SIGNED, SEALED AND DELIVERED
in our presence:

COEL DEVELOPMENT CO., INC.



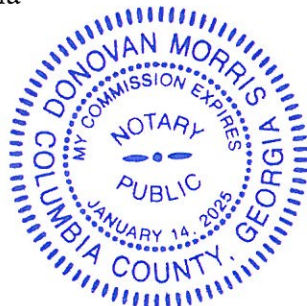
Witness

By:  (Seal)



Notary Public, Georgia
(SEAL)

As its: President



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT

Southampton Section 10
 Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL Development Company, Inc., hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Storkport Drive 60' R/W and Ashton Drive 60' R/W, as shown by a PLAT, titled Southampton Section 10, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 62; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously

incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 62.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.


(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.


(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

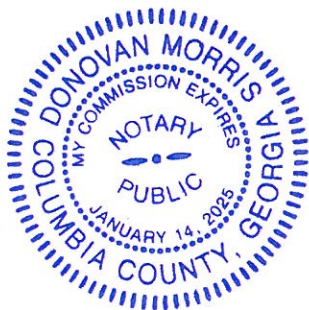
IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in our presence:




Witness


Notary Public, Georgia
(SEAL)



COEL Development Company, Inc.

By: 

As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lena Bonner
As Its: Clerk of Commission
(SEAL)

SUBDIVISION: Southampton Section 10

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Stockport Drive (extension) is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Stockport Drive (extension) a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Stockport Drive (extension) is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at ℄ of existing Stockport Drive

Extending NW then SW approx. 1490.23' to ℄ of existing Stockport Dr.

- (b) Length of road to nearest 1/100th mile:

0.28 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Southampton Section 10

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ashton Drive (extension) is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Ashton Drive (extension) a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Ashton Drive (extension) is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at ℄ of existing Ashton Drive

Extending N approx. 349.51' to ℄ of existing Stockport Drive

- (b) Length of road to nearest 1/100th mile:

0.07 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
SOUTHAMPTON SECTION 10**

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS COEL DEVELOPMENT COMPANY, INC., a corporation established under the laws of the State of Georgia, hereinafter known as "DEVELOPER", owns a tract of land in Richmond County, Georgia, presently known as 2672 Ashton Drive (PIN 153-0-072-00-0), on which DEVELOPER has constructed a housing subdivision known as Southampton Section 10, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS it is the desire of DEVELOPER, to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as "AUGUSTA", for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by Southern Partners, Inc. and is dated July 15, 2024, revised August 14, 2024, and October 16, 2024. Said plat was approved by the Augusta-Richmond County Planning Commission on November 19, 2024, approved by the Augusta Commission on November 26, 2024, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Page 62. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS DEVELOPER further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____ 202__, between DEVELOPER as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon

or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

DEVELOPER agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.

Witness

By:

Bill Beazley

Notary Public

As Its:

State of Georgia

Attest:

Stephen Beazley

County of Columbia

As Its:

My Commission Expires: 1/14/25
(SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
SOUTHAMPTON, SECTION 10
(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL DEVELOPMENT COMPANY, INC., a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Southampton, Section 10, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

(4) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(6) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(7) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the

execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

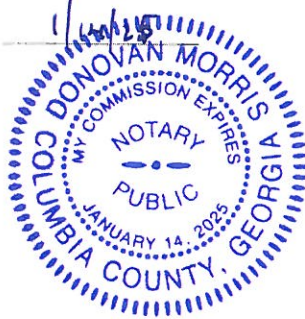
Signed, sealed and delivered in
the presence of

[Signature]
Witness

[Signature]
Notary Public
State of Georgia

County of Columbia

My Commission Expires: 1/14/25
(SEAL)



DEVELOPER:
COEL DEVELOPMENT COMPANY, INC.

By: [Signature]
Bill Beazley

As Its: Pres.

Attest: [Signature]
Stephen Beazley

As Its: Sec.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

Notary Public
State of Georgia, County of _____

My Commission Expires: _____

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

James Brown Streetscape Project-Phase III (Twiggs St. to Laney Walker) Improvements.

GDOT PI #013707 // RFQ 16-216

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding to Cranston Engineering in the amount of \$28,550.00 for the James Brown Blvd. Streetscape Project (PI 0013707)-Phase III (Twiggs to Laney Walker) Phase III Improvements Construction Phase Services (CEI). AE / RFQ 16-216
Background:	The Project is phase 3 of James Brown Blvd. Streetscape improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction. When the project is under construction the Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
Analysis:	The project is in construction. This supplemental agreement covers services during the construction phase (CEI) for contractor requests for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
Financial Impact:	Funds in amount of \$28,550.00 are available in Engineering SPLOST8-on call construction.
Alternatives:	Do not approve and find alternative to complete the project and meet federal requirements.

Recommendation: Approve supplemental funding to Cranston Engineering in the amount of \$28,550.00 for the James Brown Blvd. Streetscape Project (PI 0013707)- Phase III (Twiggs to Laney Walker) Phase III Improvements Construction Phase Services (CEI). AE / RFQ 16-216

Funds are available in the following accounts: (\$28,550) 330-041110-54.14110 / 222830902-54.14110 - SPLOST 8-On Call Construction

REVIEWED AND HM/sr
APPROVED BY:



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

December 26, 2024

June Hamal
Construction Project Manager
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, Georgia 30901

Re: James Brown Blvd Streetscape
Additional Services Proposal
Our File No. 2016-0444

Dear June:

In accordance with our previous conversations, we are pleased to provide this letter to outline the additional services requested and provided for the Final Design phase of the James Brown Boulevard Streetscape project along with additional construction administration services.

PROJECT DESCRIPTION

The James Brown Boulevard Streetscape project involves demolishing old and constructing new sidewalks and adding streetscape features from Twiggs Street to Laney Walker Boulevard. This streetscape project will incorporate brick accents into the new concrete sidewalk, add street trees and street lights, and provide minimal streetscape furnishings.

SCOPE OF WORK

We propose a task-based approach that will include additional final design, additional bidding support, and construction administration services. These services are described in more detail below:

TASK 1: ADDITIONAL FINAL DESIGN SERVICES (*COMPLETE*)

As of December 2024, We have completed the additional Final Design services requested by the Augusta Engineering Department (AED). These additional services included a series of meetings, progress updates, and tasks related to project management, cost estimation, documentation, utility coordination, and certification processes. Key activities included monthly status meetings with GDOT and AED, progress updates, revising estimates and cost documents, compiling documents for PS&E (Plans, Specifications, and Estimates) packages, utility coordination, plan adjustments, certification requirements, and addressing comments from applicable parties.

TASK 2: BIDDING PHASE (COMPLETE)

In addition to the aforementioned Final Design services requested by AED, the Bidding Phase services provided under the original contract were completed as of December 2024. This proposal includes the final amount of said bidding phase not yet billed.

TASK 3: CONSTRUCTION ADMINISTRATION (T&M AS NECESSARY)

Cranston proposes to provide Construction Administration services to include the following tasks:

- Assumed 4 months of construction. An additional fee will be requested upon extension of time during construction.
- Preparation and production of presentation boards and attending the PIOH
- Seven (7) day inspection, if necessary.
- Additional VE and redesign as required by Contractor and Owner Request.
- Coordination with the AED and the Contractor.
- Facilitate a Pre-construction meeting.
- Review and advise on Contractor Submittals.
- Review and advise on Contractor Requests for Information (RFI)
- Facilitate field engineering based on unforeseen conditions.
- Review and advise on Contractor Change Order Requests.
- Facilitate substantial completion meeting and initiate warranty documentation.
- Project close out
 - Coordination of As-builts (provided by the Contractor).
 - Final payments.
 - Coordination of O&M manuals (provided by the Contractor).
 - Final acceptance letter.

FEE PROPOSAL:

We propose to complete the Engineering Services outlined above for an estimated Time and Expense fee of **\$28,550.00**. These services are broken down by fees below:

Task No.	Description	Fee
Task 1.	Additional Final Design Services - <i>Completed</i>	\$ 12,000.00
Task 2.	Bidding Phase Services - <i>Completed</i>	\$ 2,710.00
Task 3.	CA Services (T&M Estimate)	\$ 13,840.00
Lump Sum Total		\$ 28,550.00

TIME OF COMPLETION:

We plan to bill the previously completed Additional Final Design services upon your approval, and we are prepared to continue Construction Administration services at your request.

We appreciate the continued opportunity of working with you on this project. Should you have any questions or concerns, please do not hesitate to contact us at your convenience.

Sincerely,

CRANSTON LLC



Mitchell Murchison, PE, MBA

MBM/mrs

ACCEPTED:

AUGUSTA ENGINEERING DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

\\Cranston.Local\CEGDATA\Projects\Projects\2016\2016-0444 - JAMES BROWN BLVD STREETSCAPE DESIGN
PHASE III\AA-Proposal-Contract-Projectplan\Add Services Proposal 2024\2016-0444_James Brown Blvd
Streetscape_Addl Services Proposal_2024-12-26.Docx



Engineer Service Meeting

Meeting Date: 03/11/2025

#5 Clearwell Inspection

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Emergency Procurement of Midco Diving and Marine Services, Inc.
Background:	<p>The Clearwell #5 at the Highland Ave water treatment plant appears to have developed a leak, and we are investigating the extent of water loss. In order to identify and repair any issues found, we have requested a specialty dive team to work in the tank while it is in production. The dive team will be able to go inside the Clearwell and repair the leak from the inside to avoid any further water loss or prevent extensive subsurface exploration around the Clearwell.</p> <p>This is an emergency request due to the unknown nature of the leak and the time required to mobilize a specialty dive team to perform this task. Currently they can be available next week, and the effort should take several days. We have used this vendor in the past and they have completed similar work successfully for AUD.</p>
Analysis:	“This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.
Financial Impact:	\$26,466.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of Services for this Critical Infrastructure.
Funds are available in the following accounts:	506-04-3520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Darrell White
Interim Director, Procurement Department

FROM: Wes Byne, P.E.
Director, Utilities Department

CC: Steve Orton, P.E.

DATE: 2/11/2025

SUBJECT: Emergency Repair of Clearwell #5 at Highland Water Treatment Plant

D White
2/13/25

The Clearwell #5 at the Highland Ave water treatment plant appears to have developed a leak and we are investigating the extent of water loss. In order to identify and repair any issues found, we have requested a specialty dive team to work in the tank while it is in production. The dive team will be able to go inside the clearwell and repair the leak from the inside to avoid any further water loss or prevent extensive subsurface exploration around the clearwell.

This is an emergency request due to the unknown nature of the leak and the time required to mobilize a specialty dive team to perform this task. Currently they can be available next week and the effort should take several days. We have used this vendor in the past and they have completed similar work successfully for AUD.

Thank You

W Byne

Wes Byne

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

Item 12.

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 2/11/2025

DIVISION Highland Water Filter Plant

FUND #: 506043520

SHIP TO:

2822 Central ave. Augusta, Ga 30906

☒ WATER

☐ SEWER

☒ SUPPLIES

☐ SERVICE

☐ EQUIPMENT

☐ TOOLS

☐ SAFETY

☐ OFFICE

☐ CHEMICAL

☐ GASES

☐ REPAIR

☐ MAINTENANCE

☐ LAB

☐ UNIFORM

☐ LIFT STATION

☒ OTHER

☐ IT

☐ SCADA

☐ INVENTORY

☐ BID ITEM

☒

☐

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

Midco Diving & Marine Services, Inc.

po box 513 Rapid City, SD 57709

800-479-1558

Carissa mcdonald

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	U
1.	Cleaning And Inspection	4	4,136.00	16,544.00		0.00	
2.				0.00		0.00	
3.	Emergency mobilization	1	5,786.00	5,786.00		0.00	
4.				0.00		0.00	
5.	Repair hours	1	4,136.00	4,136.00		0.00	
6.				0.00		0.00	
7.				0.00		0.00	
8.				0.00		0.00	
9.				0.00		0.00	
10.				0.00		0.00	
11.				0.00		0.00	
12.				0.00		0.00	
13.				0.00		0.00	
14.				0.00		0.00	
SHIPPING CHARGES		1		0.00		0.00	
TOTAL				26,466.00		0.00	

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

This is for a Dive team to come in and find the leak in our Clearwell #5 at the Highland Water Treatment Plant

REQUESTED BY: *Steve Olson*

APPROVED BY: *Bobby Robinson*

Frank W Bynne

MIDCO

DIVING & MARINE SERVICES

February 10, 2025

Augusta Utilities Department
Attn: Stephen Orton
2822 Central Ave.
Augusta, GA 30909

RE: 2025 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of the National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for **“Commercial Diving Operations”** including: General Liability, Workman’s Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employer’s Liability, Contractor’s Pollution, Automotive Liability, U.S.L.H., and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T – Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of the safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on-site for review:

- Diver training – from an accredited commercial dive school (each dive team member)**
- Current First Aid/CPR training (each dive team member)**
- Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)**
- Air purity test for breathing air source(s) – tested every 6 months**
- Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure**
- Depth gauges – calibrated every 6 months**

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Clearwell #5	4,500,000	260’ Length x 171’ Width x 14’ Depth	Concrete Below Grade

SCOPE OF WORK

- Midco dive crew will perform leak/dye testing to assist with the identification of a potential leak present near the south side of the reservoir.
- Midco dive crew will perform epoxy repairs to repair the leak, as possible.
- If sediment removal is necessary to complete the repair work, the crew will complete that work first.

The repair work will be documented on video, but no additional inspection and/or reporting will be completed. While Midco Diving & Marine Services, Inc. has had great success with repair work, the repairs are not guaranteed.

Inspection

The diver inspection with a live video recording will be transferred to a flash drive documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
 - Overflow
 - Roof and Roof Hatch
 - Walls and Floors
 - Baffles / Support Walls
 - Interior Ladders
- Roof Vents
 - Exterior Ladder & Rails
 - Sumps
 - Internal Plumbing
 - Joints & Seams
 - Telemetry
- Interior Coatings
 - Exterior Coatings
 - Sediment Depths
 - Thermal Stratification
 - Bio-film Buildup
 - Passive / Active Mixers

Cleaning

Midco will remove up to three inches (3”) of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3”) will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner, or Owners Representative unless prior arrangements are made.



MIDCO

DIVING & MARINE SERVICES

Pricing for the above project is as follows:

3 Person OSHA Qualified Dive Team
Shallow Water Air Package
x2 600' Umbilicals & Additional Interior Cleaning Hose

Mobilization/Demobilization Rate \$5,786.00
Daily Dive Crew Rate – (Up to 8 Hours) \$4,136.00 / 8 Hr.

Additional Services

- ☐ Confidential Report Utilizing EPA Guidelines\$360.00 Each
- ☒ Confidential Full Written Report Utilizing EPA or State Guidelines\$495.00 Each
- ☐ No Report(s) Requested

*Pricing above does not include Local, State or Franchise Taxes – if any.
NOTE: If a prevailing wage certificate or certified payroll is required an administration fee will apply.
Additional Fees may be applied upon receipt of any Contract post-proposal acceptance as required.*

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner, or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on-site work;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, comprehensive dive plans, additional insurance requirements, third-party vendor verification site requirements, and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

To expedite your project please be aware of the following:

- The tank(s) must be full to overflow and in-service prior to the crews' arrival. In order to ensure diver safety, the headspace or air gap cannot exceed 10' from the access hatch regardless of overflow elevation.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
- Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
- It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using the information you provide. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. The utility is responsible for all-weather access for Midco crew(s) and equipment. Any damages related to tank and/or site location(s) because of poor site conditions, (ex. snow, rain, mud, etc.) and obstructed road access may result in additional fees and/or a nominal trip charge to be applied to the final invoice. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc. is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain for water quality.

MIDCO

DIVING & MARINE SERVICES

Potable Water Operations – All Midco divers and associated in-tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-19. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA, and ADCI-approved commercial diving equipment as it relates to in-service potable water operations.

All Midco Diving quotes are subject to the availability of personnel and equipment. Upon approval, please sign and return by fax, email, or mail to Midco Diving & Marine Services, Inc.

Augusta Utilities Department
2822 Central Ave.
Augusta, GA 30909

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD. 57709
P: (800) 479-1558
F: (800) 238-0217

I have read, understand, and agree to the terms of this proposal:

By: [Signature]

By: Robert Greenspan

Title: MAINT. SUPT.

Title: President

Date: 2/11/25

Date: February 10, 2025



Commission Meeting

March 4, 2025

Community Landscaping Partnership

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve a community partnership to provide 50% of funding with the City of Augusta supplementing 50% to refurbish the landscaping and trees within the gateway of Wheeler Road from I-20 through the Bobby Jones corridor. (Approved by Engineering Services Committee February 25, 2025)
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: Jasmine Sims
Sent: Monday, February 24, 2025 4:26 PM
To: Lena Bonner
Cc: Natasha L. McFarley; Garnett Johnson
Subject: Addendum Agenda Item
Attachments: Screenshot 2025-02-19 at 9.45.21 PM.JPG

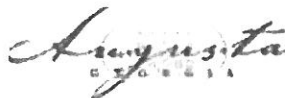
Good Afternoon Ms. Bonner,

Mayor Johnson has requested the following addendum item be added to the Engineering Committee Agenda:

Discussion regarding a community stakeholder prepared to provide 50% of funding, with the City of Augusta supplementing the other 50% to refurbish the landscaping and trees within the gateway of Wheeler Road from I-20 through the Bobby Jones corridor.

If you have questions, please let me know. Thank you for your assistance concerning this matter.

Jasmine Chavous Sims, MBA, EdS
Chief of Staff | Office of the Mayor
City of Augusta - Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706-821-1834 | Mobile • 706-993-7358
jasminesims@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



Springwood Nurseries, Inc.
4545 Cox Road
Evans, GA 30809

Estimate

DATE	ESTIMATE NO.
11/14/2024	1478

NAME / ADDRESS
Barry Storey 1190 Interstate Parkway Augusta, GA 30909 Wheeler Road

706-863-2055
706-863-2057(fax)

PROJECT	
DESCRIPTION	TOTAL
Labor & material to remove all remaining damaged trees, remove all stumps and backfill with topsoil, tamp and grade to install Palisades Zoyzia. Also replace any sod that has deteriorated or been damaged. Replace all Rainbird heads and nozzles in all islands with new professional series heads. Rework island near I-20 to provide proper coverage with decrease in water pressure and volume due to county supply. Labor & material Sales Tax	33,460.00 8.00% 0.00



Public Safety Committee

Meeting Date: February 25, 2024

Approval of Fire Apparatus Purchase through LOC and NPPGov Cooperative Contract

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the purchase of one (1) Pierce Custom Mid Mount Tower Aerial Truck, one (1) Pierce Custom 107' Straight Stick Aerial Truck, and one (1) Pierce Saber Pumper with funding from the Augusta Fire Department Fund Balance using the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Background:	The Augusta Fire Department would like to purchase one (1) Pierce Custom Mid Mount Tower Aerial Truck, one (1) Pierce Custom 107' Straight Stick Aerial Truck, and one (1) Pierce Saber Pumper with funding from the Augusta Fire Department Fund Balance using the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Analysis:	The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to purchase through cooperative agreement and the resulting Master Price Agreement.
Financial Impact:	\$5,375,000
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve the purchase of one (1) Pierce Custom Mid Mount Tower Aerial Truck, one (1) Pierce Custom 107' Straight Stick Aerial Truck, and one (1) Pierce Saber Pumper with funding from the Augusta Fire Department Fund Balance using the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Funds are available in the following accounts:	Fire Dept. Fund Balance
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director.

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP #1905**SOLICITATION FOR: FIRE APPARATUS**

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE APPARATUS** at the address listed below, until **5:00 PM PST on February 11th, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

**LOC FIRE APPARATUS RFP #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

All Proposals must clearly state RFP #1905 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

**LOC "FIRE APPARATUS RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT**PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**SOLICITATIONS FOR: **FIRE APPARATUS****1.0 INTENT:****1.1 GENERAL INTENT**

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE APPARATUS.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE APPARATUS to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE APPARATUS for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this

Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

- 1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 **SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to

NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE APPARATUS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)’s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor’s Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the

resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publications: November 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the

LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on February 11th, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate opening date: 9:00 AM PST on February 11th, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: February 12th 2020 to March 20th, 2020.

Approximate award date: March 20th, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

Administrative telephone inquiries shall be addressed to:

**Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org**

**Inquiries are required to be submitted by email to the Administrative Contact listed above.
No oral communication is binding on the LOC.**

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP #1905." Exceptions not listed under the heading "Exception to the Solicitation, RFP #1905." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP #1905.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 **EVALUATION AND POST SUBMISSION**

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
 - 5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.
 - 5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
 - 5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
 - 5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
 - 5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
 - 5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The LOC reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
 - 5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
 - 5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the

conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address

Contact name, phone and **email**

Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID number of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE APPARATUS Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2**Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE APPARATUS

Introduction:

The intent of this bid solicitation is to acquire pricing that will be used to establish purchase contracts for various types of fire apparatus, emergency planning and management vehicles. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform the desired function.

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

- Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- Aircraft Rescue & Fire-Fighting Vehicles
- Pumper Fire Apparatus
- Pumper-Tanker / Elliptical-Tanker Fire Apparatus)
- Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc...)
- Watercraft Rescue & Fire-Fighting Vehicles
- Wildland Fire Apparatus (Brush Fire)
- Other Apparatus and associated products or services not included in other categories.

NOTE: For each category responded to by proposer, there needs to be a list of “Base Model Vehicles” included in the proposer’s submission. This provides evaluators and members a list of the vehicles offered as a starting point for comparison and/or needs assessment.

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)

- National Institute for Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Society of Automotive Engineers (SAE)
- Underwriters Laboratory (UL)

Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the LOC and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty, and service.

These specifications are intended to cover the complete range of Fire Apparatus. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: AERIAL FIRE APPARATUS

- BOOM/PLATFORM
- LADDER
- PLATFORM

CATEGORY 2: AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 3: PUMPER FIRE APPARATUS

CATEGORY 4: PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS

CATEGORY 5: SPECIAL SERVICE APPARATUS

- RESCUE
- RE-HABILITATION
- HAZMAT
- MOBILE COMMAND CENTER

- CATEGORY 6: WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES
- CATEGORY 7: WILDLAND FIRE APPARATUS (BRUSH FIRE)
- CATEGORY 8: OTHER: Other Apparatus and associated products or services not included in other categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon any one of the following:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

Vehicle Models

Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder/Hull
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)
- Propulsion Type

EXAMPLE

FIRE APPARATUS PRICING SCHEDULE	
<i>NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just <u>suggested</u>; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly</i>	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
AERIAL FIRE APPARATUS	
EXAMPLE:	EXAMPLE:

<i>Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted</i>	<i>15% off List Price Or \$550,000</i>
<i>Options for each vehicle model or type may be listed here or as a separate options table</i>	
<i>EXAMPLE: Entire catalog of options</i>	<i>EXAMPLE: 10% Off List Price</i>
AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
PUMPER FIRE APPARATUS	
PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS	
SPECIAL SERVICE APPARATUS	
WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
WILDLAND FIRE APPARATUS	
OTHER: Other Apparatus	

* Identify used to establish of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15			Comments:

<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15			Comments:
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
 PUYALLUP SCHOOL DIST 3
 KITSAP COUNTY
 FIFE SCHOOL DIST 417
 RIVERVIEW SCHOOL DIST 407
 GONZAGA UNIVERSITY
 PLANNED PARENTHOOD OF WESTERN
 WASHINGTON
 SNOHOMISH COUNTY
 MASON COUNTY
 FEDERAL WAY SCHOOL DIST
 SPOKANE COUNTY
 ISSAQUAH SCHOOL DIST 411
 ADAMS COUNTY FIRE DISTRICT
 ADAMS COUNTY HEALTH DISTRICT
 AFFILIATED HEALTH SERVICES
 ALDERWOOD WATER DISTRICT
 ANACORTES PORT OF
 ANACORTES SCHOOL DISTRICT 103
 ANNAPOLIS WATER DISTRICT
 ASOTIN COUNTY
 AUBURN SCHOOL DISTRICT 408
 BAINBRIDGE IS SCHOOL DISTRICT 303
 BAINBRIDGE ISLAND FIRE DEPARTMENT
 BAINBRIDGE ISLAND PARKS
 BATTLE GROUND SCHOOL DISTRICT 119
 BELLEVUE SCHOOL DISTRICT 405
 BELLINGHAM PORT OF
 BELLINGHAM SCHOOL DISTRICT 501
 BENTON COUNTY
 BENTON COUNTY FIRE DISTRICT
 BENTON COUNTY PUD
 BENTON FRANKLIN COUNTY
 BENTON FRANKLIN PRIVE INDUST CNCL
 BENTON PORT OF
 BETHEL SCHOOL DISTRICT 403
 BIG BROTHERS BIG SISTERS OF KING CO
 BIRCH BAY WATER & SEWER DISTRICT
 BLANCHET SCHOOL DISTRICT
 BREMERTON KITSAP CO HEALTH DISTRICT
 BREMERTON PORT OF
 BREMERTON SCHOOL DISTRICT 100
 BURLINGTON EDISON SCHOOL DIST 100
 CANCER RESEARCH AND BOISTATISTICS
 CASCADE BLUE MT FD SHR
 CASCADE IRRIGATION DISTRICT
 CASHMERE SCHOOL DISTRICT 222
 CATHOLIC COMM SVCS OF KING CO
 CENTRAL KITSAP SCHOOL DISTRICT 401
 CENTRAL WAS COMP MENTAL HEALTH
 CENTRALIA SCHOOL DISTRICT 40
 CHEHALIS SCHOOL DISTRICT 302
 CHELAN COUNTY
 CHELAN COUNTY COMMUNITY HOSPITAL
 CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1
 CHELAN DOUGLAS COUNTY HEALTH DIST
 CHENEY CARE CENTER
 CHILD CARE RESOURCE & REFERRAL
 CHILDRENS THERAPY CENTER
 CHIMACUM SCHOOL DISTRICT 49
 CLALLAM COUNTY
 CLALLAM COUNTY FIRE DISTRICT
 CLALLAM COUNTY HOSPITAL DISTRICT
 CLALLAM COUNTY PUD
 CLARK COUNTY
 CLARK COUNTY FIRE DISTRICT
 CLARK COUNTY PUD
 CLE ELUM-ROSLYN SCHOOL DISTRICT 404
 CLOVER PARK SCHOOL DISTRICT 400
 CNTRL WHIDBEY FIRE & RESCUE
 COAL CREEK UTILITY DISTRICT
 COALITION AGAINST DOMESTIC VIOLENCE
 COLUMBIA COUNTY
 COLUMBIA IRRIGATION DISTRICT
 COLUMBIA MOSQUITO CONTROL DISTRICT
 COMMUNITY CHRISTIAN ACADEMY
 COMMUNITY PSYCHIATRIC CLINIC
 COMMUNITY TRANSIT
 CONFEDERATED TRIBES OF CHEHALIS
 CONSOLIDATED DIKING IMPROVEMENT DIST
 CONSOLIDATED IRRIGATION
 COWLITZ COUNTY
 COWLITZ COUNTY FIRE DISTRICT
 COWLITZ COUNTY PUD
 CROSS VALLEY WATER DISTRICT
 DAYTON SCHOOL DISTRICT 2
 DOUGLAS COUNTY
 DOUGLAS COUNTY FIRE DISTRICT
 DOUGLAS COUNTY PUD
 DRUG ABUSE PREVENTION CENTER
 E COLUMBIA BASIN IRRIGATION DIST
 EAST WENATCHEE WATER
 EATONVILLE SCHOOL DIST 404
 EDMONDS SCHOOL DISTRICT 15
 EDUCATIONAL SERVICE DIST 114
 EDUCATIONAL SERVICE DISTRICT 113
 ELLENSBURG SCHOOL DIST 401
 ENUMCLAW SCHOOL DIST
 EVERETT PORT OF
 EVERETT PUBLIC FACILITIES DIST
 EVERGREEN MANOR INC
 EVERGREEN SCHOOL DIST 114
 FEDERAL WAY FD
 FERRY COUNTY
 FERRY COUNTY PUBLIC HOSPITAL
 FERRY OKAHOGAN FPD
 FOSS WATERWAY DEVELOPMENT AUTHORITY
 FRANKLIN COUNTY
 FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
 FRIDAY HARBOR PORT OF
 GARDENA FARMS IRRIGATION DIST 13
 GARFIELD COUNTY
 GRAND COULEE PROJECT
 GRANDVIEW SCHOOL DIST 116/200
 GRANITE FALLS SCHOOL DIST 332
 GRANT COUNTY
 GRANT COUNTY HEALTH DIST
 GRANT COUNTY PUD
 GRAYS HARBOR COUNTY
 GRAYS HARBOR COUNTY FIRE DIST
 GRAYS HARBOR COUNTY PUD # 1
 GRAYS HARBOR PORT OF
 GRAYS HARBOR PUB DEV AUTH
 GRAYS HARBOR TRANSIT
 GRIFFIN SCHOOL DIST 324
 HARBORVIEW MEDICAL CENTER
 HAZEL DELL SEWER DIST
 HEALTHY MOTHERS HEALTHY BABIES COAL
 HIGHLINE SCHOOL DIST 401
 HIGHLINE WATER DIST
 HOMESIGHT
 HOPELINK
 HOQUIAM SCHOOL DIST 28
 HOUSING AUTHORITY OF PORTLAND
 ILWACO PORT OF
 INCHELIUM SCHOOL DIST 70
 ISLAND COUNTY
 ISLAND COUNTY FIRE DIST
 JEFFERSON COUNTY
 JEFFERSON COUNTY FIRE DIST
 JEFFERSON COUNTY LIBRARY
 JEFFERSON COUNTY PUD
 JEFFERSON GENERAL HOSPITAL
 KARCHER CREEK SEWER DIST
 KELSO SCHOOL DIST 458
 KENNEWICK GENERAL HOSPITAL
 KENNEWICK SCHOOL DISTRICT 17
 KENT SCHOOL DIST 415
 KETTLE FALLS SCHOOL DIST 212
 KING COUNTY
 KING COUNTY FIRE DIST
 KING COUNTY HOUSING AUTHORITY
 KING COUNTY LIBRARY
 KING COUNTY WATER SEWER
 KINGSTON PORT OF
 KITSAP COUNTY FIRE & RESCUE
 KITSAP COUNTY LIBRARY
 KITSAP COUNTY PUD 1
 KITTITAS COUNTY
 KITTITAS COUNTY PUD
 KITTITAS COUNTY RECLAMATION DIST
 KLUCKITAT COUNTY
 KLUCKITAT COUNTY PUD
 LAKE CHELAN RECLAMATION DIST
 LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
 LAKEHAVEN UTILITY DIST
 LAKEWOOD SCHOOL DIST 306
 LEWIS CO PUD 1
 LEWIS COUNTY
 LEWIS COUNTY FIRE DIST
 LEWIS PUBLIC TRANSPORTATION
 LIBERTY LAKE SEWER & WATER DIST
 LINCOLN COUNTY
 LINCOLN COUNTY FIRE DIST
 LONGVIEW PORT OF
 LONGVIEW SCHOOL DIST 122
 LOTT WASTEWATER ALLIANCE
 LUMMI INDIAN NATION
 MANCHESTER WATER DIST
 MARYSVILLE SCHOOL DIST 25
 MASON COUNTY FIRE DIST
 MASON COUNTY PUD
 MEAD SCHOOL DIST 354
 METRO PARK DISTRICT OF TACOMA
 MID COLUMBIA LIBRARY
 MIDWAY SEWER DISTRICT
 MONROE SCHOOL DIST 103
 MORTON SCHOOL DIST 214
 MOSES LAKE PORT OF
 MOUNT BAKER SCHOOL DIST
 MT VERNON SCHOOL DISTRICT 320
 MUKILTEO SCHOOL DIST 6
 MUKILTEO WATER DIST
 NAVAL STATION EVERETT
 NE TRI COUNTY HEALTH DIST
 NORTH CENTRAL REGIONAL LIBRARY DIST
 NORTH KITSAP SCHOOL DIST 400
 NORTH SHORE UTILITY DISTRICT
 NORTH THURSTON SCHOOL DISTRICT
 NORTHSORE SCHOOL DIST 417
 NORTHWEST KIDNEY CTR
 NORTHWEST WORK FORCE DEVELOPMENT CO
 NW REGIONAL COUNCIL
 OAK HARBOR SCHOOL DIST 201
 OAKVILLE SCHOOL DIST 400
 OCOSTA SCHOOL DIST 172
 OKANOGAN COUNTY
 OKANOGAN COUNTY FIRE DIST
 OKANOGAN COUNTY PUD
 OKANOGAN SCHOOL DISTRICT
 OLYMPIA PORT OF
 OLYMPIA SCHOOL DISTRICT 111
 OLYMPIA THURSTON CHAMBER FOUNDATION
 OLYMPIC AREA AGENCY ON AGING
 OLYMPIC MEMORIAL HOSPITAL DIST
 OLYMPIC REGION CLEAN AIR AGENCY
 OLYMPIC VIEW WATER & SEWER DIST
 OLYMPUS TERRACE SEWER DIST
 PACIFIC COUNTY
 PACIFIC COUNTY FIRE
 PARATRANSIT SERVICES

PASCO SCHOOL DIST
 PEND OREILLE COUNTY CONSERV DIST
 PEND OREILLE COUNTY PUB HOSP DIST
 PEND OREILLE COUNTY PUD
 PENINSULA SCHOOL DISTRICT 401
 PERRY TECHNICAL INSTITUTE
 PIERCE COUNTY
 PIERCE COUNTY FIRE DIST
 PORT ANGELES PORT OF
 PORT ANGELES SCHOOL DISTRICT 121
 PRESCOTT SCHOOL DIST
 PUGET SOUND CLEAN AIR AGENCY
 PUGET SOUND SCHOOL DIST
 QUINCY COLUMBIA BASIN IRRIG DIST
 RICHLAND SCHOOL DIST 400
 S KITSAP SCHOOL DISTRICT 402
 S SNOHOMISH CO PUBLIC FAC DIST
 SAFEPLACE
 SAMISH WATER DIST
 SAMMAMISH WATER AND SEWER DIST
 SAN JUAN COUNTY
 SAN JUAN COUNTY FIRE DIST
 SEA MAR COMM HEALTH CTR
 SEATTLE JEWISH PRIMARY SCHOOL
 SEATTLE PORT OF
 SEATTLE SCHOOL DIST 1
 SEATTLE UNIVERSITY
 SECOND AMENDMENT FOUNDATION
 SECOND CHANCE INC
 SENIOR OPPORTUNITY SERVICES
 SHELTON SCHOOL DISTRICT 309
 SILVERDALE WATER
 SKAGIT COUNTY
 SKAGIT COUNTY CONSERVATION DIST
 SKAGIT COUNTY FIRE DIST
 SKAGIT COUNTY ISLAND HOSPITAL
 SKAGIT COUNTY PORT OF
 SKAGIT COUNTY PUD 1
 SKAGIT TRANSIT
 SKAMANIA COUNTY
 SKOOKUM INC
 SNOHOMISH COUNTY LIBRARY
 SNOHOMISH COUNTY PUD
 SNOHOMISH HEALTH DISTRICT
 SNOHOMISH SCHOOL DISTRICT 201
 SOAP LAKE SCHOOL DISTRICT 156
 SOOS CREEK WATER AND SEWER DIST
 SOUND TRANSIT
 SOUTH COLUMBIA BASIN IRRIG DIST
 SOUTH EAST EFFECTIVE DEVELOPMENT
 SOUTH SOUND MENTAL HEALTH SERVICES
 SOUTHWEST YOUTH & FAMILY SERVICES
 SPECIAL MOBILITY SERVICES INC
 SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
 SPOKANE COUNTY FIRE DIST
 SPOKANE COUNTY LIBRARY
 SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
 STANWOOD SCHOOL DIST 410
 STEVENS COUNTY
 STEVENS COUNTY PUD
 STILLAGUAMISH TRIBE OF INDIANS
 SUMNER SCHOOL DISTRICT 320
 SUNNYSIDE PORT OF
 SUNNYSIDE SCHOOL DISTRICT 201
 SUQUAMISH TRIBE
 SW CLEAN AIR AGENCY
 SWINOMISH TRIBE
 TACOMA DAY CHILD CARE AND PRESCHOOL
 TACOMA MUSICAL PLAYHOUSE
 TACOMA PORT OF
 TACOMA SCHOOL DISTRICT 10
 TACOMA-PIERCE CO
 TAHOMA SCHOOL DISTRICT 409
 TERRACE HEIGHTS SEWER DISTRICT
 THURSTON COMMUNITY TELEVISION
 THURSTON COUNTY
 THURSTON COUNTY CONSERVATION DIST
 THURSTON COUNTY FIRE DISTRICT
 TOPPENISH SCHOOL DISTRICT 202
 TOUCHET SD 300
 TRIUMPH TREATMENT SERVICES
 TUKWILA SCHOOL DIST 406
 TUMWATER SCHOOL DISTRICT 33
 U S DEPARTMENT OF TRANSPORTATION
 UNITED WAY OF KING COUNTY
 UNIVERSITY PLACE SCHOOL DIST
 UPPER SKAGIT INDIAN TRIBE
 VAL VUE SEWER DISTRICT
 VALLEY TRANSIT
 VALLEY WATER DISTRICT
 VANCOUVER PORT OF
 VANCOUVER SCHOOL DISTRICT 37
 VASHON ISLAND SCHOOL DISTRICT 402
 VERA IRRIGATION
 VETERANS ADMINISTRATION
 VOLUNTEERS OF AMERICA
 WA ASSOC OF SCHOOL ADMINISTRATORS
 WA ASSOC SHERIFFS & POLICE CHIEFS
 WA GOVERNMENTAL ENTITY POOL
 WA LABOR COUNCIL AFL-CIO
 WA PUBLIC PORTS ASSOCIATION
 WA RESEARCH COUNCIL
 WA ST ASSOCIATION OF COUNTIES
 WA STATE PUBLIC STADIUM AUTHORITY
 WAHIAKUM COUNTY
 WALLA WALLA COLLEGE
 WALLA WALLA COUNTY
 WALLA WALLA COUNTY FIRE DISTRICT
 WALLA WALLA PORT OF
 WALLA WALLA SD 140
 WASHINGTON ASSOCIATION
 WASHINGTON COUNTIES RISK POOL
 WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
 WASHINGTON PUBLIC AFFAIRS NETWORK
 WASHINGTON STATE MIGRANT COUNCIL
 WEST VALLEY SCHOOL DISTRICT 208
 WEST VALLEY SCHOOL DISTRICT 363
 WESTERN FOUNDATION THE
 WHATCOM CONSERVATION DIST
 WHATCOM COUNTY
 WHATCOM COUNTY FIRE DISTRICT
 WHATCOM COUNTY RURAL LIBRARY DIST
 WHIDBEY GENERAL HOSPITAL
 WHITMAN COUNTY
 WHITWORTH WATER
 WILLAPA COUNSELING CENTER
 WILLAPA VALLEY SCHOOL DISTRICT 160
 WILLAPA VALLEY WATER DISTRICT
 WINLOCK SCHOOL DISTRICT 232
 WOODINVILLE FIRE & LIFE SAFETY DIST
 WOODLAND PORT OF
 YAKIMA COUNTY
 YAKIMA COUNTY FIRE DISTRICT
 YAKIMA COUNTY REGIONAL LIBRARY
 YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC
 YAKIMA-TIETON IRRIGATION DISTRICT
 YELM COMMUNITY SCHOOL DISTRICT
 YMCA - TACOMA PIERCE COUNTY
 YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
 Washington State local and municipal agencies may
 also utilize the resulting Master Price Agreement;
 provided they enter into the Intergovernmental
 Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONGEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
--------	----------	---------	--------	------

**Equipment Proposal****Proposal # 1377/636**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 23, 2025 ("Proposal Date") **Customer:** Augusta FD ("Customer")

Customer Address: 3117 Deans Bridge RD, Augusta GA 30906

Qty	Product Description & Options	Price
1	Pierce custome Mid mount tower aerial	\$2,380,000.00
Total:		\$2,380,000.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **13** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Pricing is based on the NPP.GOV contract

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNMENT BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Augusta FD

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **01/23/2025**

PROPOSAL OPTION LIST

EXHIBIT B

Item 14.

WARRANTY

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**Equipment Proposal****Proposal # 1378/635**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 23, 2025 ("Proposal Date") **Customer:** Augusta FD ("Customer")

Customer Address: 3117 Deans Bridge RD, Augusta GA 30906

Qty	Product Description & Options	Price
1	Pierce custom 107' straight stick aerial	\$1,940,000.00
Total:		\$1,940,000.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **13** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Pricing is based on the NPP.GOV contract

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNMENT BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Augusta FD

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **01/23/2025**

PROPOSAL OPTION LIST

EXHIBIT B

Item 14.

WARRANTY

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**Equipment Proposal****Proposal # 1380**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 27, 2025 ("Proposal Date") **Customer:** Augusta FD ("Customer")

Customer Address: 3117 Deans Bridge RD, Augusta GA 30906

Qty	Product Description & Options	Price
1	Pierce Saber pumper (DAS program)	\$1,055,000.00
Total:		\$1,055,000.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **13** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Pricing is based on the NPP.GOV contract

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNMENT BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Augusta FD

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **1/27/2025**

PROPOSAL OPTION LIST

EXHIBIT B

Item 14.

WARRANTY

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



ITEM COVERSHEET

Public Safety Committee

Meeting Date: February 25, 2025

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve The Lease of Old Fire Station 19, located on Sand Bar Ferry Rd, to The East Augusta Brotherhood Association and to authorize the mayor to sign all appropriate documents.
Background:	The Fire Department has not occupied the old Fire Station 19, located on Sand Bar Ferry Rd, since 2003 when personnel were relocated to the new Fire Station 19 on Brown Rd. Since then, various non-profit organizations have rented this building from the City of Augusta. The East Augusta Brotherhood Association would like to lease this property for its use.
Analysis:	East Augusta Brotherhood Association will agree to pay the City \$1 for a term of five years.
Financial Impact:	None
Alternatives:	None
Recommendation:	To approve the Motion to approve The Lease of Old Fire Station 19, located on Sand Bar Ferry Rd, to The East Augusta Brotherhood Association and to authorize the mayor to sign all appropriate documents.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden

STATE OF GEORGIA)	
)	LEASE AGREEMENT
RICHMOND COUNTY)	

THIS LEASE AGREEMENT, is made this _____ day of _____, 2025,
by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia,
hereinafter referred to as "Lessor," and THE EAST AUGUSTA BROTHERHOOD
ASSOCIATION, hereinafter referred to as "Lessee," both collectively referred to herein as
"Parties."

W I T N E S S E T H:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions, which hereinafter appear, the following described property: Property located on Sand Bar Ferry Road, Augusta, Georgia, and formerly known as Fire Station No. 19, hereinafter referred to as "Premises".

2. Term: The term of this Lease shall begin on the date of full execution below and, subject to the option to renew set forth in this paragraph (2), shall end on the 31st day of December 2030, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. Each party shall have the right to terminate this Lease at any time during the initial term, or any renewal term, for any reason, upon 60 days advance written notice to the other party. The parties may renew this Lease for one or more additional five-year terms (each to commence on January 1, and end at midnight on December 31, of the applicable calendar year)

by written agreement executed by each party no later than the 30th day immediately preceding the end of the term being so renewed.

3. Rental: Tenant shall pay to Landlord during the term of this Lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the Lease term.

4. Use of Premises: The Premises shall be used for the headquarters of the neighborhood association and for conducting neighborhood and community-related activities and for no other purpose without the advance written consent of Lessor. The Premises shall neither be used for any illegal purpose or in any manner to create any nuisance or trespass, nor in any manner to invalidate the insurance or increase the rate of insurance on the Premises.

5. Destruction of or Damage to Premises: If the Premises are destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

6. Assignment and Subletting: Lessee may not sublease any portion of the Lease Premises, assign this Lease or assign any interest hereunder without the prior written consent of the Lessor.

7. Signs: Lessee shall place no sign or signs upon Premises except with the prior written consent of the Lessor. All signs placed on Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage to the Premises caused by the installation, use, or maintenance of said signs. Lessee agrees that upon removal of said signs, to repair all damages caused to Premises by such removal.

8. Repairs, Alterations and Additions: All repairs, alterations or additions made to Premises hereby leased by the Lessee, shall be, and remains, part of Premises hereby leased by

the Lessee, and shall be surrendered to Lessor by the Lessee upon expiration of the term of this Lease. Any alterations or additions to Premises or any repairs, which may affect the physical appearance of Premises, shall not be made without the advance written approval of the Lessor. All repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner, using new materials and equipment, and performed in compliance with all safety codes and regulations. In the event any repairs, additions, alterations or improvements are made by Lessee after obtaining the written consent of Lessor through a contractor, Lessee agrees that it will closely supervise such work and ensure that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against Premises. In the event Lessee hires laborers and/or purchases material for the improvement of Premises, Lessee shall promptly pay all charges for such labor and materials when same becomes due so that no liens will accrue or be filed against Premises, and no claim can be asserted against Lessor for such payment.

Lessor shall have the right to call upon Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement of Premises, and Lessee agrees to immediately, upon request, give complete and accurate information to Lessor. Lessee shall have the right to remove Lessee's personal property, in the nature of trade and/or business fixtures, from Premises at the expiration of this Lease. Lessee shall, at its own expense, repair any damage to Premises which may result from the removal therefrom of any such personal property. No language in this lease shall be construed to authorize Lessee to remove from Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment that may have been installed by Lessee. Such materials shall, upon installation, become the property of Lessor upon termination of this Lease.

Lessee shall be responsible for maintaining the Premises, including, but not limited to, architectural elements and systems (including roofs), mechanical, electrical, and plumbing systems and equipment, and all preventative maintenance to include painting. Lessee's responsibility is subject to the limits and conditions as stated herein. Lessee shall perform preventative maintenance to Premises on a schedule agreed to by Lessor, and such maintenance shall be done at a level acceptable to Lessor. Subject to limits and conditions as stated herein, Lessee shall be responsible for all major repairs such as HVAC repairs, service, and/or replacement and roofing repairs, service and/or replacement. Lessee shall be responsible for the repair of damage it causes, to Premises and the damage caused by its invitees, licensees, agents, employees, or any third party that is on Premises on behalf of Lessee. Lessee shall be required to make all repairs that are needed because of damage caused by Lessee, its invitees, licensees, agents, or employees, or any third party that is on the Premises on behalf of the Lessee. The cost of such repairs shall be the sole responsibility of Lessee whether or not Lessee opts to terminate this Lease agreement.

Lessor shall not be required to make any repairs except where such repairs are required because of actions of Lessor, its officers, agents, or employees.

9. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor.

10. Holding Over: If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

11. Exculpation and Indemnification: Premises are being leased to Lessee “AS IS”, and Lessee accepts said Premises in its present condition and acknowledges that it has inspected same and found Premises suitable for its intended use. If any repairs to or improvements on said Premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon Premises or any part thereof, or otherwise arising from Lessee’s operations; and, indemnify and hold harmless Lessor, its officers, agents, and employees, against any and all such claims, demands, debts, liabilities, and causes of action, including reasonable attorney’s fees and costs to be incurred by Lessor in defending same.

12. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

13. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as “notice”), which Lessor or Lessee may be required to give to each other, shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party has designated in this Lease or shall have changed by proper written notice to the other. Such addresses are as follows:

Lessor:

AUGUSTA, GEORGIA

c/o ADMINISTRATOR
 535 TELFAIR STREET, ROOM 901
 AUGUSTA, GEORGIA 30901

With Copy to:

AUGUSTA, GEORGIA LAW DEPARTMENT
 ATTN: GENERAL COUNSEL
 535 TELFAIR STREET, Bldg. 3000
 AUGUSTA, GEORGIA 30901

AUGUSTA, GEORGIA FIRE DEPARTMENT
 ATTN: FIRE CHIEF
 3117 DEANS BRIDGE ROAD
 AUGUSTA, GEORGIA 30906

Lessee:

THE EAST AUGUSTA BROTHERHOOD
 ASSOCIATION
 635 SAND BAR FERRY ROAD
 AUGUSTA, GEORGIA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by electronic mail in lieu of certified or registered mail and shall be effective upon receipt.

a. Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Commission, members of Augusta Fire Department and the officers, employees and agents of each, from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees), which may be incurred

by, charged to, or recovered from, the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of, injury to or death of any person, resulting from or arising out of Lessee's use of Premises, or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

14. Waiver of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with the terms hereof.

15. Time of Essence: Time is of the essence with this Agreement.

16. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

17. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on Premises.

18. Insurance: Lessee hereby agrees to always maintain, at its expense, comprehensive general public liability insurance coverage for claims against bodily and/or

property damage occurring in connection with the use and occupancy of Premises. Lessee hereby agrees to also always maintain at its expense, Worker's Compensation Insurance. All policies, including insurance coverage requirements to be maintained by Lessee, shall be issued by an insurance carrier or carriers, license to do business in the State of Georgia having an "A" or better rating. Upon request, Lessee shall provide a certificate of all insurance required hereunder to Lessor.

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

20. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia.

21. Venue: All claims, disputes or other matters in question between Lessor and Lessee arising out of, or relating to, this Lease Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest venue in the Superior Court of Richmond County, Georgia.

22. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any

power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended in writing, signed by both parties.

23. Breach: Upon the failure of Lessee to observe or comply with any of the provisions of this Agreement, Lessor may immediately terminate this Agreement and institute such action as is necessary to recover possession of Premises and evict Lessee.

24. Default, Termination, and Continuance of Lease:

- a. Abandonment by Lessee. Lessee shall occupy Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation/possession of Premises during the term of this Agreement.
- b. During the Term or any Renewal Term, either Lessor or Lessee may terminate this Agreement at any time with a sixty (60) calendar day notice.
- c. Lessee shall vacate Premises promptly upon termination of this Agreement. Any holding over or continued use, or occupancy of Premises by Lessee after termination of this Agreement, without the express written consent of Lessor, shall not constitute a Tenancy-At-Will, but Lessee shall be a Tenant-At-Sufferance and shall be required to vacate Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law. Lessee agrees to the provisions of O.C.G.A. §44-7-50 *et. seq.* shall apply, permitting summary dispossession.
- d. Upon such termination, Lessee shall surrender Premises to the Lessor and shall remove all of its personal property from same, and without requiring legal action to be taken by Lessor, Lessor may enter upon Premises and take immediate possession and control of Premises to the complete exclusion of Lessee.
- e. Lessee agrees to return Premises to Lessor upon the expiration or termination of this rental agreement in as good condition and repair as when first received; normal wear and tear expected.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA**THE EAST AUGUSTA BROTHERHOOD
ASSOCIATION****LESSOR****LESSEE**

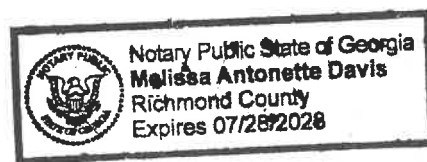
By _____
Garnett L. Johnson, as its Mayor

By Claude L. Johnson
As its _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Sworn to and subscribed before me this 5th
day of February, 2025.

Melissa Antonette Davis
Notary Public





Public Safety Committee

Meeting Date: 2/25/2025

Vendor Award – RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to award RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan and authorize the mayor to sign all appropriate documentation.
Background:	The Augusta Fire Department and Procurement Department have concluded the bid process for RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan. Organizations By Design, LLC was the most responsive bidder.
Analysis:	Augusta, GA intends to enter into contract with Consulting Services for a Strategic Plan.
Financial Impact:	\$40,000
Alternatives:	None at this time.
Recommendation:	Motion to approve the motion to award RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan and authorize the mayor to sign all appropriate documentation.
Funds are available in the following accounts:	274034110-5212999
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, December 3, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **849 0525 7973**; Passcode: **24265** furnishing:

RFP Item #24-265

Consulting Services for Augusta Fire Department Strategic Plan for Augusta, GA – Augusta Fire Department

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

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

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

Pre-Proposal Conference will be held on Monday, November 18, 2024 @ 10:00 a.m. via ZOOM – Meeting ID: 810 8548 2109; Passcode: 24265.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, November 19, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle October 24, 31, 2024 and November 7, 14, 2024
Metro Courier October 24, 2024

Revised:10/02/24



**RFP Opening: RFP Opening Item #24-265 Consulting Services for
Augusta Fire Department Strategic Plan
for Augusta, GA – Augusta Fire Department
RFP Due: Tuesday, December 3, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 14
Total Electronic Notifications (Demandstar): 701
Georgia Procurement Registry: 1893
Pre-Proposal Conference Attendees: 19
Total packages submitted: 7
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	7 Copies	Fee Proposal
Public Consulting Group LLC 148 State Street, 10th Floor Boston, MA 02109	Yes	Yes	32855	Yes	Yes	Yes	Yes
Emergency Services Consulting International, Inc. 4795 Meadow Wood Lane Ste 110 Chantilly, VA 20151	Yes	No/ Non- Compliant	185527	Yes	Yes	Yes	Yes
Matrix Consulting Group 1875 S Grant Street #960 San Mateo, CA 94402	Yes	Yes	268819	Yes	Yes	Yes	Yes
AP Triton, LLC 1309 Coffeen Avenue Suite 3178 Sheridan, WY 82801	Yes	Yes	1810496	Yes	Yes	Yes	Yes
Raftelis Financial Consultants, Inc. 227 W. Trade Street Suite 1400 Charlotte, NC 28202	Yes	Yes	266589	Yes	Yes	Yes	Yes
Organizations by Design, LLC 1650 Briarleaf Path SE Conyers, GA 30013	Yes	Yes	1202052	Yes	Yes	Yes	Yes
Berry, Dunn, McNeil and Parker, LLC 2211 Congress Street Portland, Maine 04102	Yes	Yes	166359	Yes	Yes	Yes	Yes

<div><div><div><div><div><div></div><div>Augusta</div><div>GEORGIA</div></div></div><div><div><div><div><div><div></div><div>RFP Opening: RFP Item #24-265 Consulting Services for Augusta Fire Department Stratatic Plan for Augusta, GA – Augusta Fire Department</div><div>Evaluation Date: Thursday, January 9, 2025 @ 3:00 p.m. via ZOOM</div></div></div><div></div></div></div></div></div></div></div>																	
Vendors			Public Consulting Group LLC 148 State Street, 10th Floor Boston, MA 02109		Raftelis Financial Consultants, Inc. 227 W. Trade Street Suite 1400 Charlotte, NC 28202		Matrix Consulting Group 1875 S Grant Street #960 San Mateo, CA 94402		AP Triton, LLC 1309 Coffeen Avenue Suite 3178 Sheridan, WY 82801		Organizations by Design, LLC 1650 Briarleaf Path SE Conyers, GA 30013		Berry,Dunn,McNeil and Parker, LLC 2211 Congress Street Portland, Maine 04102		Emergency Services Consulting International, Inc. 4795 Meadow Wood Lane Ste 110 Chantilly, VA 20151		
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)														
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)													
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL							
2. Qualifications & Experience		(0-5)	15	3.0	3.5	3.0	3.0	3.0	3.0								
Organization & Approach		(0-5)	20	3.5	3.5	3.5	3.5	3.5	3.0								
Scope of Services Experience and approach to the Scope of Services included in Section IV to include details on the following items. • List the number of strategic plans of similar size and scope the firm has completed. •Identify similar projects the firm has completed in the last 5 years. • Describe the firm's involvement with activities and/or training offered by the Commission of Fire Accreditation International. • Describe the firm's experience in working with Fire Departments or Master Plans and/or Strategic Plans. •Submit a sample of a completed strategic plan of similar size.		(0-5)	20	3.5	3.5	3.0	3.0	4.5	3.0								
Financial Stability		(0-5)	5	4.0	4.0	4.0	4.0	4.0	4.0								
References		(0-5)	5	4.0	4.0	4.0	4.0	4.0	4.0								
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														
Within CSRA		5	6														
Within Georgia		5	4				5.0										
Within SE United States (includes AL, TN, NC, SC, FL)		5	2		5.0												
• All Others		5	1	5.0		5.0	5.0		5.0								
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)				23.0	23.5	22.5	22.5	24.0	22.0								
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																	
8. Presentation by Team		(0-5)	10														
9. Q&A Response to Panel Questions		(0-5)	5														
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)																	
Lowest Fees		5	10			5.0											
Second		5	6			5.0											
Third		5	4				5.0										
Forth		5	2	5.0													
Fifth		5	1		5.0												
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5.0	5.0	5.0	5.0	5.0	0.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for																	
Total Cumulative Score (Maximum point is 500)				28.0	28.5	27.5	27.5	29.0	22.0								
Internal Use Only																	
Evaluator: Cumulative Date: 1/9/25																	
Procurement Department Representative: Nancy Williams																	
Procurement Department Completion Date: 1/9/25																	

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

January 30, 2025

Darrell White, Interim Procurement Director

Ref: RFP Item #24-265 Consulting Services for Augusta Fire Department Strategic Plan

Dear Mr. White:

The Fire Department entered into contract negotiations with Organizations By Design, LLC for RFP #24-265 Consulting Services for Augusta Fire Department Strategic Plan. Organizations By Design returned a best and final offer of \$40,000 which is within budget. At this time, we would like to recommend awarding RFP #24-265 to Organizations By Design, LLC.

Please proceed with the vendor notification. If you have questions or require further information, do not hesitate to contact me at 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief/EMA Director

CPSM
475 K Street
Suite 702
Washington, DC 20001

ESCI
4795 Meadow Wood Lane
Suite 110
Chantilly, VA 20151

Matrix Consulting Group
1875 S Grant Street
Suite 960
San Mateo, CA 94402

Fitch & Associates
2901 Williamsburg Terrace #G
PO Box 170
Platte City, MO 64079

McGrath Consulting Group, Inc
PO Box 865
Jamestown, TN 38556

Fitch & Associates
2901 Williamsburg Terrace #G
Box 170
Platte City, MO 64079

Mission CIT
3 Enterprise Drive
Suite 409
Shelton, CT 06484

Municipal Fire Consulting, LLC.
145 Shenango Road
New Castle, PA 16105

CalChiefs Consulting and Training
808 R Street Suite 209
Sacramento, CA 95811

Bain & Company, Inc.
131 Dartmouth Street
Boston, Massachusetts 02116
(RETURNED MAIL)

PhoenixFire Strategic Consulting
34 N Franklin Ave STE 687 5032
Pinedale, WY 82941

Fireside Consulting
2050 North Tustin Ave 1107
Orange, CA 92865

++--

ESCI
4795 Meadow Wood Lane, Suite 110
Chantilly, Virginia 20151

Rappaport
3905 State Street
Suite 7199
Santa Barbara, CA 93105

Fireline Consulting Group
1310 Broadmoor
Champaign, IL 61821
(RETURNED MAIL)

Antonio Burden
Augusta Fire Department

Phyllis Johnson
Compliance

RFP Item #24-265
Consulting Services for Augusta Fire
Department Strategic Plan
For Augusta, GA Fire Department
RFP Due: Tue. 12/03/24 @ 11:00 A.M.

RFP Item #24-265
Consulting Services for Augusta Fire
Department Strategic Plan
for Augusta, GA Fire Department
RFP Mailed: 10/24/24

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, October 25, 2024 11:56 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000088

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000088

Event Title: 24-265 Consulting Services for Augusta Fire Department Strategic Plan

Event Type: Non-State Agency

Process Log

2024/10/25 11:44:27 : Log starts for - 19493272 - EVENT_RELEASE_TO_SUPL
2024/10/25 11:44:30 : Email Process Log for the Event#: PE-72155-NONST-2024-000000088
2024/10/25 11:44:30 : Email Batch# 2410254894
2024/10/25 11:44:30 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/10/25 11:54:23 : Bad Email not sent to ATTN: Trsargo Direct Procurement
(trsargodirect@trsives.com) of Trsargo Direct
2024/10/25 11:55:47 : Total No of Contacts found for sending Email: 1893
2024/10/25 11:55:47 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000088&sourceSystemType=gpr20>

10/25/2024 11:55:47 AM

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

Planholders

Add Supplier

Export To Excel

Supplier (14)

Supplier 	Download Date
ACREE REAL ESTATE AND INVESTMENT LLC	10/25/2024
AP Triton Consulting LLC	10/25/2024
CPSM	10/30/2024
Crowe LLP	10/25/2024
DCMC Partners	10/25/2024
Dodge Data	10/25/2024
entram corp	10/25/2024
GovGuide	10/31/2024
IXP Corporation	10/30/2024
McGriff Insurance Services	10/28/2024
NOVA Engineering & Environmental, LLC	11/04/2024
Onvia, Inc. - Content Department	10/25/2024
The W Real Estate and Investment Group	11/06/2024
Watson & Yates, LLC	10/30/2024

Add Supplier

Supplier Details

Supplier Name	ACREE REAL ESTATE AND INVESTMENT LLC
Contact Name	willie acree
Address	2889 Silverhill ter se , Atlanta, GA 30316
Email	acreerei@gmail.com

Documents

Filename	Type	Action
24-265_RFP	Bid Document / Specifications	View History
24-265_ADD1	Addendum	View History

RFP Item #24-265 Consulting Services for Augusta Fire Department Strategic Plan
EXHIBIT I
REVISED FEE PROPOSAL
(Utilizing format of initial form)

Name of Firm: Organizations By Design, LLC

Address: 1650 Briarleaf Path SE, Conyers, Georgia

Zip: 30013

Phone: 678-458-4780

E-mail: alysinfooster@comcast.net

FEE:

The above firm proposes to undertake the referenced project as shown in this Request for Proposal, and all exhibits, at the following quoted lump sum price.

FEE STRUCTURE:

Provide a detailed fee proposal for completion of all work included in Section IV – Scope of Services. A detailed individual fee should be listed for each task included under Section IV – Scope of Services. Please be as specific as possible in enumerating professional fees, clerical and technical support, overhead costs, and any incidental expenses. Attach additional sheets as required for any additional details.

Task	Fee Proposal
Phase One – Conduct An Analysis	\$ 18,500.00
Phase Two – Identify Key Priorities based on department's mission and vision	\$ 7,166.00
Phase Three – Develop an Action Plan	\$ 7, 166.00
Phase Four – Promote and Implement Plan	\$ 7,168.00
TOTAL	\$ 40,000.00

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan.

RFP Item #24-265 Consulting Services for Augusta Fire Department Strategic Plan
RFP Due: Tuesday, December 3, 2024 @ 11:00 a.m.

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 Safety Committee Meeting

Meeting Date: February 25, 2025

Approve renewal of existing telephone and Internet Service Provider (ISP) Contracts.

Department:	Information Technology
Presenter:	Reggie Horne, Interim CIO
Caption:	Motion to approve renewal of existing telephone and Internet Service Provider (ISP) Contracts.
Background:	<p>Augusta Information Technology currently utilizes Windstream and AT&T for ISP and telephony services.</p> <p>These services allow Augusta department to access internet services and provide a secondary back up should service interruptions occur.</p>
Analysis:	Renewal of these contracts will provide an increase in speed for each ISP from 55Mbps to 1Gbps. Additionally, Information Technology will receive access to technical support for troubleshooting assistance and performance tuning.
Financial Impact:	If approved, funds will be made available within Information Technology's Operating Budget for ISP services and individual Department/Offices for telephony.
Alternatives:	N/A
Recommendation:	Approve renewal of existing telephone and Internet Service Provider (ISP) Contracts.
Funds are available in the following accounts:	101015410/5232110 & 10105410/5232119
<u>REVIEWED AND APPROVED BY:</u>	N/A

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between CITY OF AUGUSTA DR ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2845797, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

CITY OF AUGUSTA DR (Customer)**WINDSTREAM and its affiliates**

(Windstream)

SIGNATURE:

SIGNATURE:

AUTHORIZED REP.

AUTHORIZED REP.

(PRINTED NAME):

(PRINTED NAME):

TITLE:

TITLE:

DATE:

DATE:

Account Summary

Customer Name	CITY OF AUGUSTA DR
Quote #	2845797
Windstream Enterprise Representative	Shawn Styles
Contract Term Length	36 Months
Effective Date	February 10, 2025

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$2,339.23	\$0.00
Total*	\$2,339.23	\$0.00

The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 18% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

Service Agreement Summary

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

WINDSTREAM

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This offer is voidable by Windstream if not signed and returned by 3/27/2025.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
CITY OF AUGUSTA DR	\$2,339.23	\$0.00	\$0.00

Location Detail

Location Name	CITY OF AUGUSTA DR	Account Number	7122714
Location Address	1832 WYLDs Road , AUGUSTA, GA 309094431		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$2083.23
Ethernet Access - 1 Gb	1	Included	
Internet Service - 1 Gb	1	Included	
Managed Router Equipment	1	Included	
Managed Router Service - Advanced	1	Included	
IP Blocks LAN - /24 (Class C) - Block of 256 IPs	1	\$256.00	\$256.00
		Total	\$2,339.23


**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Customer	AT&T
CITY OF AUGUSTA Street Address: 535 TELFAIR ST STE 200 City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Gary Hewett Title: Assistant Director Street Address: 535 TELFAIR ST STE 200 City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States Telephone: 7068212525 Email: hewett@augustaga.gov	Name: Shelly Fields Street Address: 1300 BULL ST City: Savannah State/Province: GA Zip Code: 31401 Country: United States Telephone: 9122477027 Email: sf2028@att.com Sales/Branch Manager: POWERS FRANK B SCVP Name: SISSON JR DAN Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 8
ASAP!

AT&T DEDICATED INTERNET PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet Access Bandwidth -

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 2: ADI Tele – Installation

Discount: 90.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{***}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

AT&T and Customer Confidential Information

Page 2 of 8
ASAP!

AT&T DEDICATED INTERNET PRICING SCHEDULE

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

Table 5: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340

AT&T and Customer Confidential Information

Page 3 of 8
ASAP!

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19

AT&T and Customer Confidential InformationPage 4 of 8
ASAP!

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

ADI & ADI w/ Managed Router Discount for the following: 87.56%			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 94.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285

AT&T and Customer Confidential Information

Page 5 of 8
ASAP!

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Charges****Discount: 94.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
-------	--

AT&T and Customer Confidential InformationPage 6 of 8
ASAP!

AT&T DEDICATED INTERNET PRICING SCHEDULE

T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

**Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

*Charges waived for Sites with AT&T BVoIP Service.

Pricing also applies to Service locations in Alaska.

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska.

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential Information

Page 7 of 8
ASAP!

MIS Standard 2014 Rate Plan
ROME ID: 1-QBL2HDV SR ID: SR-897300
RLR: 1664270 V: 1/2

PS ADI 02/05/2022
AT&T Solution No. FMO734352527811
TK2587 12/16/2024

AT&T DEDICATED INTERNET PRICING SCHEDULE

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.00%

Class of Service Monthly Charges	\$225*
----------------------------------	--------

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

Section IV: Access Pricing

Site Location Information	Access Zone/Type*	Access Speed	NRC	MRC
535 TELFAIR ST AUGUSTA GA 30901-2371	2C	1000 Mbps	\$0.00	\$1,513.88

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service.

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

Page 8 of 8
ASAP!

MIS Standard 2014 Rate Plan
ROME ID: 1-QBL2HDV SR ID: SR-897300
RLR: 1664270 V: 1/2

PS ADI 02/05/2022
AT&T Solution No. FMO734352527811
TK2587 12/16/2024



Pricing Schedule

AT&T MA Reference No. 201212066678UA

Customer	AT&T
CITY OF AUGUSTA Street Address: 535 TELFAIR ST City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Gary Hewitt Title: Assistant Director Street Address: 530 Greene St City: Augusta State/Province: GA Zip Code: 30901 Country: United States Telephone: 7068212525 Fax: Email: hewett@augustaga.gov Customer Account Number or Master Account Number:	Name: Shelly Fields Street Address: 1300 Bull St City: Savannah State/Province: GA Zip Code: 31401 Country: United States Telephone: 9122477027 Fax: Email: sf2028@att.com Sales/Branch Manager: Frank Powers SCVP Name: Dan Sisson Sales Strata: Retail Sales Region: SE <u>With a copy to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

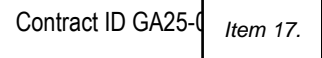
This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Please sign by 05/31/2025

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 5



1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

AT&T and Customer Confidential Information



Pricing Schedule

3. MINIMUM PAYMENT PERIOD; MINIMUM RETENTION PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component	Minimum Retention Period per Service Component
All Service Components	50%	12 months	12 months

4. ADDS; MOVES

4.1 Adds

Service Components Permitted for Adds	Monthly Recurring Rates	Additional Requirements
Centrex	As provided Section 6	System Adds carry the same term as the contract.

4.2 Moves

Per applicable Service Publication.

5. WAIVERS

Waived Charges
Non-Recurring Charge waivers, if any, will apply as identified in "Waived Non-Recurring Charges" below in Section 7.



Pricing Schedule

6. RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this Pricing Schedule are listed on the "RATES AND CHARGES" pages below.

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	GA25-0032-00		
USOC Description	USOC	Unit Non-Recurring Charge	Unit Monthly Rate
CCXEN - Service Establishment	CCXEN	\$.00	\$.00
CENAA - Standard Features	CENAA	\$.00	\$ 5.35
CENAD - Additional Controllable Optional Features	CENAD	\$.00	\$.00
CENCA - Per Line, Initial Setup	CENCA	\$.00	\$ 5.35
M1ACC - Customized Common Equipment	M1ACC	\$.00	\$ 337.50
M4LFA - Station Links	M4LFA	\$.00	\$ 11.81
M4LFC - Terminated on EBS/PSET	M4LFC	\$.00	\$ 11.81
M4LFH - Equipped with Caller ID	M4LFH	\$.00	\$ 11.81
M4LFN - Station Links, Different Serving Wire Center	M4LFN	\$.00	\$ 11.81
M9QCX - Combination NAR	M9QCX	\$.00	\$ 33.75
PGSA7- End User Common Line Equivalent Surcharge	PGSA7	\$.00	\$ 8.09
Rates and charges above are in addition to any tariff rates and charges that may apply.			

**Pricing Schedule****7. WAIVED NON-RECURRING CHARGES**

The following nonrecurring charges will not apply upon installation. However, if all or any part of the Service is disconnected prior to the expiration of the Minimum Retention Period, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable Termination Charges:

State	USOC CENAA	USOC M1ACS	USOC M1ACC	Line Connection First	Line Connection Additional	USOC *WGGVF	
Georgia	\$19.50	\$600.00	\$750.00	\$75.00	\$75.00	\$423.00	each
*Upon Customer's request to disconnect all Service prior to the expiration of the selected term, Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above.							

8.0 Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- 8.1 the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- 8.2 the Minimum Payment Period for the Replacement Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- 8.3 the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- 8.4 activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

9. Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.



Public Safety Committee Meeting

Meeting Date: February 25, 2025

Approve MOU Between Augusta, GA and Freedom's Path at Augusta III
& VA Augusta Health Care System

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve entering into a MOU with Freedom's Path at Augusta III and VA Augusta Health Care System.
Background:	Freedom's Path was selected to redevelop the Charlie Norwood VA Medical Center Campus, building housing that will be a supportive housing community for homeless, at-risk of homelessness, and disabled Veterans, totaling 77 units on property owned by VAMC, to be called Freedom's Path III. Freedom's Path will provide staffing and services to Veterans at the project site.
Analysis:	This agreement is to document an understanding regarding fire and emergency services at the project site.
Financial Impact:	N/A
Alternatives:	None
Recommendation:	To approve the Motion to approve entering into a MOU with Freedom's Path at Augusta III and VA Augusta Health Care System.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

**MEMORANDUM OF UNDERSTANDING BETWEEN AUGUSTA, GA
and FREEDOM'S PATH AT AUGUSTA III
and VA AUGUSTA HEALTH CARE SYSTEM**

This Agreement is entered by, and between, Augusta, GA, a consolidated government and political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, GA 30901, hereinafter referred to as "Augusta," Augusta III Veterans Residences Limited Partnership (dba Freedom's Path at Augusta III), referred to herein as "Lessee", with its principal office located at 235 Ponce De Leon Place, Suite M-313, Decatur, Georgia, 30030, and the VA Augusta Health Care System (VAAHCS) with its principal offices located at 1 Freedom Way, Augusta, GA 30904. All entities collectively referred to herein as "Parties,"

RECITALS

WHEREAS the Department of Veterans Affairs (the "VA") issued Requests For Proposals (RFP's) across the country for the purpose of recruiting the private sector to help eliminate functional Veteran homelessness thru the use of, and redevelopment of vacant buildings on its campuses, providing affordable housing for US Military Veterans; and

WHEREAS, the Lessee, responded to several of the RFP's and was selected to redevelop the Charlie Norwood VA Medical Center Campus, building housing that will be a supportive housing community for homeless, at-risk of homelessness, and disabled Veterans, totaling 77 units on property owned by the VAMC, to be called Freedom's Path at Augusta III (the "Project"); and

WHEREAS the Lessee will provide staffing and services to Veterans at the project site; and

WHEREAS the parties hereto wish to document their understanding regarding fire and emergency services at the Project Site;

NOW THEREFORE, in consideration of the foregoing provisions and/or mutual covenants herein, and the mutual benefits derived therefrom, the parties agree as follows:

PROVISIONS

Term. This agreement shall become operative immediately upon its approval and execution by the authorized representatives of each party identified above and shall remain valid until December 31, 2028. An agreement of the Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement. Upon the expiration of the duration of Lessee's tenancy at the VAMC relating to the Project, this agreement and any subsequent agreement, thereto, shall immediately terminate.

Any participating party may withdraw from this Agreement by mailing notice of such withdrawal, approved by the governing authority of each such political subdivision or each

party's authorized representative, but no such withdrawal shall take effect until sixty (60) days after notice has been delivered. Such action shall not relieve the withdrawing party from its obligations assumed hereunder prior to the effective date of withdrawal.

Services. The VAMC will not provide fire services to the project. Fire services will be provided by public jurisdictions serving the area in which the Charlie Norwood VAMC campus is located. Services will be generated using the area's 911 call systems.

Fire—First Responder entity--- Augusta, GA Fire Department

LIABILITY AND IMMUNITY.

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

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

Validity. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other person and circumstances shall not be affected thereby.

Amendments. This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter herein, and supersedes all prior discussions, agreements and undertakings of every kind between the parties, whether written or oral. This Agreement may be amended only by a written document executed and approved by all parties.

Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been given (a) if hand delivered, upon receipt, or (b) one business day after it is sent via a reputable, nationwide overnight courier services, or (c) if sent by registered or certified mail, upon the sooner of the date upon which its receipt is acknowledged or the expiration of three business days after deposit in the U.S. mail, postage prepaid, or (d) by facsimile with proof of receipt. In each case, to a party at its address as set forth below or at such changed address as a party may have furnished to the other party, in writing.

VA Augusta Health Care System

Robin E. Jackson, Executive Director
1 Freedom Way
Augusta, GA 30904

The Developer/Lessee:

Freedom's Path at Augusta III
Augusta III Veterans Residences Limited
Partnership c/o Solutions For Veterans
235 Ponce De Leon Place
Suite M-313
Decatur, GA 30030

Augusta Fire Department

Antonio Burden, Fire Chief/EMA Director
3125 Dean's Bridge Road
Augusta, Georgia 30906

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed, by their duly authorized representatives, this MOU in triplicate form, each of which shall be deemed an original on the date written below.

VA AUGUSTA HEALTHCARE SYSTEM


 Robin E. Jackson, Ph.D., Executive Director (VAAHCS)

Date: 2-10-2025

FREEDOM'S PATH AT AUGUSTA III

By: Augusta III Veterans Residences, LP


 Craig Taylor, Executive Director

Date: 2/11/2025

AUGUSTA, GA

 Garnett L. Johnson, Mayor

Date: _____

Attest:

 Lena Bonner, Clerk of Commission



Commission Meeting

March 4, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the February 4, 2025 Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, February 04, 2025

2:00 PM

PRESENT

Mayor Garnett Johnson
 Commissioner Don Clark
 Commissioner Wayne Guilfoyle
 Commissioner Jordan Johnson
 Commissioner Tony Lewis
 Commissioner Alvin Mason
 Commissioner Stacy Pulliam
 Commissioner Catherine Rice
 Commissioner Francine Scott
 Commissioner Tina Slendak

ABSENT

Commissioner Brandon Garrett

INVOCATION

Dr. Michael Mitchell, Senior Pastor, Restoration Ministries

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

DELEGATION(S)

- A. Mr. Joe Edge** regarding the Historic Preservation Commission's recent hearing regarding 802 Greene Street located in Downtown Augusta.

Deleted from the agenda at the request of Mr. Edge.

- B. Mr. Dave Barbee** regarding property located at 802 Greene Street.

Presentation made by Mr. Barbee to the Commission.

- C. Mr. Brian Green** regarding amending our local government and City Charter.

Deleted from the agenda at the request of Mr. Green.

CONSENT AGENDA

PUBLIC SERVICES

1. Motion to **approve** the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc. **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

2. Motion to **approve** request for the waiver of the \$900.00 fee waiver for rental of the Jessye Norman Amphitheater. **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

3. **Motion to approve A.N. 25-01 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine with Sunday Sales, Michael Parrish** applicant for **Tee It Up Indoor Golf, LLC**, located at 3626 Walton Way Extension. District 3, Super District 10 **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

4. **Motion to approve A.N. 25-04 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine, Edward Henderson Jr.** applicant for **A&E Sports Bar and Lounge**, located at 2623 Deans Bridge Road. District 2, Super District 9 **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

ADMINISTRATIVE SERVICES

5. Motion to **approve** Good Human Solutions, a contractor, for a Lead Hazard Reduction and Healthy Homes Project to be located at 2625 Oakland Avenue. **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

6. Motion to **approve** Executive Hiring Strategy. **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

7. **Motion to deny contract award and rebid for one (1) Contractor-3 Zones 2) optional recycle, street sweeping and mosquito control 3) extension of current contracts for four (4) months.**

Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE **(Approved by Administrative Services Committee January 28, 2025)**

Motion to deny current contract award and rebid 2) using an RFP for one contractor for all three zones to include services for residential waste, bulky waste, yard waste 3) a fourth service added into the RFP as an add-on to include services for recycling and 4) Extension of four additional months of the current contractors.

Motion Made by Scott, Seconded by Mason

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

Motion carries 8-0

J. Johnson and Lewis out

8. Motion to **approve** setting a deadline for the governing body to finalize their Charter Committee selections by February 18, 2025. (**Approved by Administrative Services Committee January 28, 2025**)

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

9. Motion to **approve** referring to the Administrator for review and report back in ninety (90) days the matter of creating three (3) Constituent Services Liaisons / Commission Assistant positions. (**Approved by Administrative Services Committee January 28, 2025**)

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

10. Motion to **approve** an addition of \$107,925.00 to purchase order 23CSA007 to cover the costs of the development of design and construction documents for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services. (**Approved by Administrative Services Committee January 28, 2025**).

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

ENGINEERING SERVICES

11. Motion to **approve** directing Planning & Development in collaboration with Environmental Services to review a chronic nuisance ordinance to address blighted properties. (**Approved by Engineering Services Committee January 28, 2025**)

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

- 12. Motion to approve** proposal from Ardurra Group, Inc to provide additional engineering services to the sewer design for the Hicks Water Treatment Plant Filter #4 Rehabilitation. (PO #23AUA199) **(Approved by Engineering Services Committee January 28, 2025)**

FINANCE

- 13. Motion to approve** Excess Workers' Compensation Insurance with Safety National Casualty with statutory limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$573,929. **(Approved by Finance Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

- 14. Motion to approve** Amendment to the Master Services Agreement with ADP for Additional Payroll Services **(Approved by Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

PETITIONS AND COMMUNICATIONS

- 15. Motion to approve** the minutes of the January 7, 2025 Commission Meeting.

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 16-21)

PUBLIC SERVICES

- 16. A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance, Alfonzo Dagget** applicant for **Eclipse Restaurant and Lounge, LLC**, located at 3036 Deans Bridge Road. District 5, Super District 9 (**No recommendation from Public Services Committee January 28, 2025**)

Motion to approve deletion as requested by staff.

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

- 17. Motion to approve A.N. 25-05 – Existing Location, New Ownership: Retail Package Beer and Wine, Karthik Allati** applicant for **Shree Laxmi Narayan Supermarket, Inc. D/B/A/ Green Street Super Market**, located at 2 Greene Steet. District 1, Super District 9 (**Approved by Public Services Committee January 13, 2025 deferred from the January 23, 2025 Commission Mtg.**)

Motion to approve

Motion Made by Guilfoyle, Seconded by Rice.

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

Motion carries 8-0

J. Johnson & Lewis out.

ADMINISTRATIVE SERVICES

- 18. Motion to approve** contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services.

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

19. Receive as information an update to Administrative Rule 11, Augusta Inclement Weather/Emergency Condition Administrative Rule.

Received without objection.

20. Motion to **approve** the reclassification of the EMA Deputy Director position to an EMA Director, at a salary grade 31, and allocate contingency for the additional salary.

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM AGENDA **AUGUSTA COMMISSION** **February 4, 2025**

ADMINISTRATIVE SERVICES:

1. Motion to **approve** Good Human Solutions, a contractor, for a Lead Hazard Reduction and Healthy Homes Project to be located at 1126 13th Avenue. **(Approved by Administrative Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

PUBLIC SAFETY:

2. Motion to approve the \$398,790.00 HEAT Grant from the Governor's Office of Highways Safety. Additionally, permission to move forward with securing the 3 vehicles and related equipment for this grant with vehicles located by Fleet Management and within the guidelines of the grant. **(Requested by Richmond County Sheriff's Office)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

3. Motion to **approve** request to purchase vehicles and emergency vehicle equipment through our available SPLOST funds as found at various auto dealerships throughout the state of Georgia at the lowest rate or state bid. Police vehicles continue to remain scarce across the USA making this necessary. Additionally, the Sheriff's Office is out of vehicles for the current staffing thus not allowing us to properly serve the public. We are working with fleet management, finance, and procurement along with the County Administrator to expeditiously resolve this issue. **(Requested by Richmond County Sheriff's Office)**

4. Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

DELETION(S)

5. **Mr. Joe Edge** regarding the Historic Preservation Commission's recent hearing regarding 802 Greene Street located in Downtown Augusta. **(Requested from Mr. Joe Edge)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

6. **A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance**, Alfonzo Dagget applicant for Eclipse Restaurant and Lounge, LLC, located at 3036 Deans Bridge Road. District 5, Super District 9 **(Requested by the Petitioner; No recommendation from Public Services Committee January 28, 2025)**

Motion to approve

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.

ADDITIONAL INFORMATION:

7. No. 17- Displayed Signage safety conditions regarding Green Street Market.

Motion to accept.

Motion Made by Mason, Seconded by Guilfoyle.

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

Motion carries 8-0

J. Johnson & Clark out.



Commission Meeting

March 4, 2025

TIA- Broad and Ellis Street Parking Plan

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve having Administration work with the Engineering Department and bring back a plan for Reynolds and Ellis Streets becoming one way with time parking on Broad Street in 30-days. (Approved by Finance Committee February 25, 2025)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

March 4, 2025

Cleaning up the city

Department:	N/A
Presenter:	N/A
Caption:	Discuss cleaning up the city, regarding signs in medians, telephone poles in right-a-ways, traffic signs, grocery carts, trash, etc. (Requested by Commissioner Catherine Rice)
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 Catherine Smith-McKnight
Sent: Wednesday, February 26, 2025 6:02 PM
To: Lena Bonner
Subject: Agenda items

Ms Bonner,

I hope all is well.
I would like to add to Tuesday March 4th Commission agenda the following:

1. An update on the Parks and Recreation Department Audit
2. To get a workshop date in place to discuss updating and revamping the Historical Preservation (HPC) Ordinance
3. To discuss cleaning up the city, regarding signs in medians, telephone poles and in right a ways, traffic signs, grocery carts, trash, etc. Code Enforcement needs to be present.

Thank you as always,

Catherine S. Rice

Get [Outlook for iOS](#)

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



Commission Meeting

March 4, 2025

Workshop to discuss HPC Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Schedule a workshop date to discuss updating and revamping the Historical Preservation (HPC) Ordinance. (Requested by Commissioner Catherine Rice)
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 Catherine Smith-McKnight
Sent: Wednesday, February 26, 2025 6:02 PM
To: Lena Bonner
Subject: Agenda items

Ms Bonner,

I hope all is well.
I would like to add to Tuesday March 4th Commission agenda the following:

1. An update on the Parks and Recreation Department Audit
2. To get a workshop date in place to discuss updating and revamping the Historical Preservation (HPC) Ordinance
3. To discuss cleaning up the city, regarding signs in medians, telephone poles and in right a ways, traffic signs, grocery carts, trash, etc. Code Enforcement needs to be present.

Thank you as always,

Catherine S. Rice

Get [Outlook for iOS](#)

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



Commission Meeting

March 4, 2025

Storm Debris Pick-up

Department:	N/A
Presenter:	N/A
Caption:	Update from ISM on storm debris pickup. (Requested by Commissioner Alvin Mason)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: alvin mason <masonalvin951@gmail.com>
Sent: Wednesday, February 26, 2025 1:52 PM
To: Lena Bonner
Subject: [EXTERNAL] Agenda Item

Good afternoon Lena,

Will you please add an update from ISM on storm debri pickup to the next Commission agenda on Tuesday. Thank you in advance.

Alvin Mason

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



Commission Meeting

March 4, 2025

Parks and Recreation Department Audit

Department:	N/A
Presenter:	N/A
Caption:	Update on the Parks and Recreation Department Audit. (Requested by Commissioner Catherine McKnight)
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 Catherine Smith-McKnight
Sent: Wednesday, February 26, 2025 6:02 PM
To: Lena Bonner
Subject: Agenda items

Ms Bonner,

I hope all is well.
I would like to add to Tuesday March 4th Commission agenda the following:

1. An update on the Parks and Recreation Department Audit
2. To get a workshop date in place to discuss updating and revamping the Historical Preservation (HPC) Ordinance
3. To discuss cleaning up the city, regarding signs in medians, telephone poles and in right a ways, traffic signs, grocery carts, trash, etc. Code Enforcement needs to be present.

Thank you as always,

Catherine S. Rice

Get [Outlook for iOS](#)

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

AED:104.1



Commission Meeting

March 4, 2025

Chairperson of the Richmond County Sheriff's Merit Board

Department:	N/A
Presenter:	N/A
Caption:	Consider one of the following recommendations from the Augusta-Richmond County Legislative Delegation for Chairperson of the Richmond County Sheriff's Merit Board.
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	Eric		
Middle Name *	T		
Last Name *	Adams		
Suffix			
Date Of Birth *	12/28/1957		
Address *	Street Address 4050 Madison Lane Address Line 2 City Augusta State / Province / Region Georgia Postal / Zip Code 30909 Country USA		
Home Phone *	7067932709		
Work Phone	8039528186		
Registered Voter *	<input type="radio"/> District 1 <input checked="" type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None		
	<input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8		
Marital Status *	Married		
Education *	Bachelors		
Race *	Black		
Gender *	Male		
Occupation *	Federal Government		
Interests			

Commissions, Authorities, & Boards

Volunteer For * Richmond County Sheriff's Merit System Board
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

*

I currently server on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No

Email

pastor2030@outlook.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	Charlie		
Middle Name *	E		
Last Name *	Byrd		
Suffix			
Date Of Birth *	10/20/2017		
Address *	Street Address 5170 Henderson Road Address Line 2 City Hephzibah Postal / Zip Code 30815		
	State / Province / Region Georgia		Country United States
Home Phone *	7065920155		
Work Phone			
Registered Voter *	<input type="radio"/> District 1 <input type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None <input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input checked="" type="radio"/> District 8		
Marital Status *	Married		
Education *	Some College		
Race *	White		
Gender *	Male		
Occupation *	Retired- Georgia Power Company		
Interests	Outdoors, Farming, Church		

Commissions, Authorities, & Boards

Volunteer For * Animal Control Board
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

*

I currently server on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No

Email

southpoint51@hotmail.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mrs.
First Name * Lidia
Middle Name * N.
Last Name * Harris
Suffix
Date Of Birth * 8/31/1958
Address * Street Address
 1404 Issac Way
 Address Line 2
 City State / Province / Region
 Hephzibah GA
 Postal / Zip Code Country
 30815 United States
Home Phone * 706-550-0555
Work Phone 706-836-0034
Registered Voter * ☐ District 1 ☐ District 2
☐ District 3 ☐ District 4
☐ District 5 ☐ District 6
☐ District 7 ☐ District 8
☒ None
Marital Status * Married
Education * Some College
Race * Black
Gender * Female
Occupation * Real Estate Broker/Owner
Interests Sheriff's Merit Board, Airport Committee, Planning and Zoning

Commissions, Authorities, & Boards

Volunteer For * Augusta Housing Authority
 Click add below to apply for more than one board.

Volunteer For*

Citizens Small Business Advisory Board

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

*

I currently server on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No**Email**

lharrisrealestate@comcast.net

UPDATED 02/27/25

NAME OF BOARD **RICHMOND COUNTY SHERIFF'S MERIT SYSTEM BOARD**

<u>Members</u>	<u>Seat</u>	<u>Appointment</u>	<u>Effective</u>	<u>Expires</u>
Lydia Harris	3-yr	05/02/23	Immediately	05/31/26
Eric Adams	3-yr	05/02/23	Immediately	05/31/26
Michael Woods	3-yr	04/20/21	Immediately	05/31/24
Sarah Scott	3-yr	04/20/21	Immediately	05/31/24
Steve Morris	3-yr	04/20/21	Immediately	05/31/24
Chris Byrd	3 -yr	05/02/23	Immediately	05/31/26
James Kendrick	3-yr	09/18/03	Immediately	12/31/03

APPOINTED BY COMMISSION

- a) Steve Morris
- b) Sarah H. Scott
- c) Michael Woods

APPOINTED BY DELEGATION

- d) Eric Adams
- e) Chris Byrd
- f) Lydia Harris

APPOINTED BY COMMISSION FROM DELEGATION LIST OF THREE NAMES

- g) Vacant

MEETING DATE: **As needed 8:30 A.M.**

WHERE: **Sheriff's Department Conference Room**

FUNCTION: It is the responsibility of the Board to represent the interest of the public in the improvement of personnel administration as to those matters involving adverse action taken against a Sheriff Department employee by the Sheriff or the employee's supervisors.

CREATED: House Bill No. 449

CONTACT: Human Resources, 706-821-2303

MEETINGS: First Monday of each month at 6:30 P.M.



Commission Meeting

March 4, 2025

Appointees to serve on Charter Review Committee

Department:	N/A
Presenter:	N/A
Caption:	Motion to declare and announce the appointees selected via the Mayor and Commission to serve on the Augusta-Richmond County Charter Review Committee. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Jasmine Sims
Sent: Wednesday, February 26, 2025 3:32 PM
To: Lena Bonner
Cc: Natasha L. McFarley; Garnett Johnson
Subject: Agenda Item-03/4/2025

Good Afternoon Ms. Bonner,

Mayor Johnson has requested that the following item be added to the agenda for the March 4, 2025, Commission Meeting:

Motion to declare and announce the appointees selected via the Mayor and Commission to serve on the Augusta-Richmond County Charter Review Committee.

Thank you for your help,
Jasmine

Jasmine Chavous Sims, MBA, EdS
Chief of Staff | Office of the Mayor
City of Augusta – Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706-821-1834 | Mobile • 706-993-7358
jasminesims@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



Commission Meeting

March 4, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A