



## **PUBLIC SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber

Tuesday, March 14, 2023

1:00 PM

### **PUBLIC SERVICES**

- 1. New Location: A.N. 23-10:** A request by James Edward Miller for a retail package **Beer & Wine** License to be used in connection with Circle K Stores, Inc #2707036 located at 1600 Barton Chapel Rd.  
District 5. Super District 9.
- 2. New Ownership/Existing Location: A.N. 23-11:** A request by Pratik J. Patel for a retail package **Beer & Wine** License to be used in connection with Country Corner 11 located at 4630 Mike Padgett Hwy.  
District 8. Super District 10.
- 3.** Motion to approve a new Commercial Plan Resubmission Fee. (Ordinance 7680 Update)
- 4.** Motion to approve Consulting Services Agreement with Alfred Benesch & Company in the amount of \$113,600.00 for Rehabilitation of Augusta Regional Airport Existing Long-Term Parking Lot A, Phase 1 Design Services. Approved by the Augusta Aviation Commission on February 23, 2023. (RFQ 22-282)
- 5.** Discuss maintenance and repair of the Boat House. (Requested by Commissioner Pulliam)
- 6.** Motion to approve the minutes of the Public Services Committee held on February 28, 2023.



## Public Service

March 14, 2023

### Alcohol Application

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<p><b>New Location: A.N. 23-10:</b> A request by James Edward Miller for a retail package <b>Beer &amp; Wine</b> License to be used in connection with Circle K Stores, Inc #2707036 located at 1600 Barton Chapel Rd.</p> <p>District 5. Super District 9.</p>
<b>Background:</b>	This is New Location.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,330.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<p>The Planning &amp; Development approved the application subject to additional information not contradicting the applicant's statements.</p> <p>The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.</p>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Case Number:** A.N. 23-10  
**Application Type:** Retail Package Beer & Wine  
**Business Name:** Circle K Stores, Inc #2707036  
**Hearing Date:** March 14, 2023  
**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** James Edward Miller  
**Property Owner:** Circle K. Stores  
**Address of Property:** 1600 Barton Chapel Rd  
**Tax Parcel #:** 041-0-040-01-0  
**Commission District:** District: 5 Super District: 9  
**Background:** New Location

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

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

**ADDITIONAL CONSIDERATIONS:**

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

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

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

**RECOMMENDATION:**

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

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

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

COPY

Item 1.

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Circle K Stores Inc. #2707036
2. Business Address 1600 Barton Chapel Rd.
3. City Augusta State GA. Zip 30909-9735
4. Business Phone (704) 5835728 Home Phone ( ) NA
5. Applicant Name and Address: James Edward Miller  
4359 White Pine Ct.  
Augusta, GA. 30906
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous applicant:  
NA
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) \_\_\_\_\_
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 6/8/1951 Texas
12. Mailing Address:  
Name of Business Circle K Stores Inc. #2707036  
Attention Pamela Spencer  
Address 7550 W. Tyvola Rd. Ste. 200  
City/State/Zip Charlotte, NC. 28217
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Circle K Stores Inc.  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
- See Attached List -				

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

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

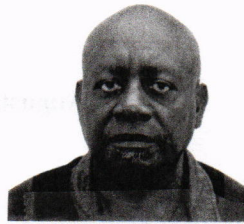
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: Yes  
If so, give year of application and its disposition: 2018 - Approved / Issued
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes ( ) No If so, please initial JM



COPY

Item 1.



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

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

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

21. List owner or owners of building and property. Circle K Stores Inc.

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

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

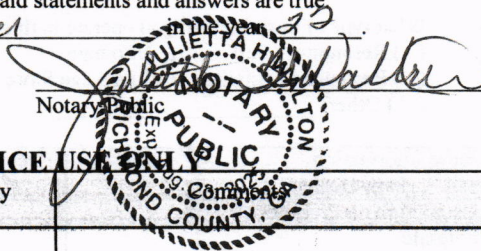
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

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

James E. Miller  
Applicant Signature

25. I hereby certify that James Edward Miller is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true  
This 5 day of December

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny
Alcohol Inspector		
Sheriff		
Fire Inspector		

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_  
(Approved, Disapproved) the forgoing application

Administrator

Date



## Public Service

March 14, 2023

### Alcohol Application

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<p><b>New Ownership/Existing Location: A.N. 23-11:</b> A request by Pratik J. Patel for a retail package <b>Beer &amp; Wine</b> License to be used in connection with Country Corner 11 located at 4630 Mike Padgett Hwy.</p> <p>District 8. Super District 10.</p>
<b>Background:</b>	This is an Existing location. Formerly in the name of Kim Ki Kwan.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,330.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<p>The Planning &amp; Development approved the application subject to additional information not contradicting the applicant's statements.</p> <p>The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.</p>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Case Number:** A.N. 23-11  
**Application Type:** Retail Package Beer & Wine  
**Business Name:** Country Corner 11  
**Hearing Date:** March 14, 2023  
**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** Pratik J. Patel  
**Property Owner:** Kim Ki Kwan  
**Address of Property:** 4630 Mike Padgett Hwy  
**Tax Parcel #:** 279-0-019-00-0  
**Commission District:** District: 8 Super District: 10  
**Background:** New Ownership/ Existing Location

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

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

**ADDITIONAL CONSIDERATIONS:**

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





- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
  - **The proposed location is an Existing Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
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**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00.

**RECOMMENDATION:**

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



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business NAKSH 23 LLC DBA COUNTRY CORNER 11
2. Business Address 4630 MIKE PADGETT HWY
3. City AUGUSTA State GA Zip 30906
4. Business Phone (803) 662-5606 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: PRATIK J PATEL  
455 SPECTRUM RD  
SUMMERVILLE SC 29486
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) JAYENDRAKUMAR SUTHAR  
1324 HIGBORNE DR, AUGUSTA GA 30906
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business NAKSH 23 LLC DBA COUNTRY CORNER 11  
Attention \_\_\_\_\_  
Address 3735 MIKE PADGETT HWY  
City/State/Zip AUGUSTA GA 30906
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: NAKSH 23 LLC DBA COUNTRY CORNER 11  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
PRATIK J PATEL	PRESIDENT		455 SPECTRUM RD SUMMERVILLE SC 29486	50%
SNEHA PATEL	VICE-PRESIDENT		258 CELESTIAL BLVD SUMMERVILLE SC 29486	50%
JAYENDRAKUMAR SUTHAR	MANAGER/AGENT	---	1324 HIGBORNE DR AUGUSTA GA 30906	0%

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

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

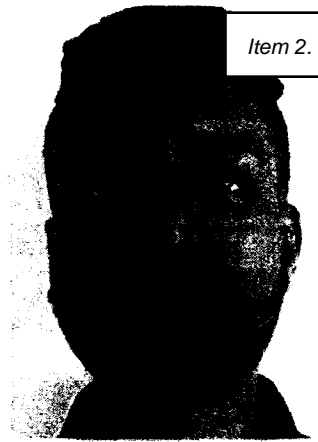
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

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





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



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

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

21. List owner or owners of building and property.

**KIM KI HWAN**

**KIM KUMJU**

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

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

A.) Church \_\_\_\_\_

C.) School \_\_\_\_\_

B.) Library \_\_\_\_\_

D.) Public Recreation \_\_\_\_\_

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

Applicant Signature

*Pratik Patel*

25. I hereby certify that **PRATIK J PATEL** is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 04TH day of

**FEBRUARY**

, in the year 2023.

**JUDY S SASSER**  
NOTARY PUBLIC  
Richmond County  
State of Georgia

My Comm. Expires Feb. 14, 2025

Notary Public

*Judy S Sasser*





## Public Services Committee

Meeting Date: January 30, 2023

### Resubmission Fee and Collection of Plan Review Fee: Building Division

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Department Director
<b>Caption:</b>	Motion to approve a new Commercial Plan Resubmission Fee. (Ordinance 7680 Update)
<b>Background:</b>	<p>Currently, Augusta-Richmond County does not charge a resubmission fee for commercial plan review. (Multi-family and apartments are subject to commercial plan review process and fees).</p> <p>The commercial plan fee is a one-time fee that is collected at the end of multiple reviews <u>at the developer's discretion</u> to move the project forward to permitting/construction.</p>
<b>Analysis:</b>	<p>Because there is no resubmission plan review plans are submitted in a revolving fashion with no quality control in most cases. The plans examiners are unable to prioritize exploratory submissions from ready-to-build submissions.</p> <p>Commercial plan reviews typically require 3+ revisions equating to three plan reviews but only one review fee. Resubmissions span from 3 days to 12 months after the initial submission; therefore, the entire plan must be reviewed again but only one fee is paid and that is after all of the reviews and if the project moves to the construction phase.</p>
<b>Financial Impact:</b>	<p>A Resubmission Fee of \$50.00 upon the 3<sup>rd</sup> and each subsequent resubmission for a commercial plan review.</p> <p>Planning &amp; Development Staff has consulted with the Finance Department and Administrators Office and the proposed fees were included in the 2023 Budget.</p>
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<p>Approval of a commercial plan resubmission fee of \$50.00 for the third and each subsequent resubmission.</p> <p>Approval of the collection of 50% of the permit valuation upon initial application/submission of commercial building plans.</p>
<b>Funds are available in the following accounts:</b>	N/A

**REVIEWED AND  
APPROVED BY:**

N/A

*Item 3.*



## Public Services Committee Meeting

Meeting Date: March 14, 2023

Consulting Services Agreement with Alfred Benesch & Company in the amount of \$113,600.00 for Rehabilitation of Augusta Regional Airport Existing Long-Term Parking Lot A, Phase 1 Design Services RFQ 22-282

<b>Department:</b>	Augusta Regional Airport
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to approve Consulting Services Agreement with Alfred Benesch & Company in the amount of \$113,600.00 for Rehabilitation of Augusta Regional Airport Existing Long-Term Parking Lot A, Phase 1 Design Services. Approved by the Augusta Aviation Commission on February 23, 2023. (RFQ 22-282)
<b>Background:</b>	In August 2022, Airport Staff began the RFQ process to obtain a design firm for the rehabilitation of Long Term Parking Lot A. This project consists of pavement rehabilitation, drainage improvements of both Long Term Lot A and StandardAero parking lot, as well as wetlands delineation for future expansion of parking areas. After the completion of the RFQ process in December of 2022, Alfred Benesch & Company was selected to provide design services. These services include Project Management, Site Investigation, Surveying and Geotech, Project Development/Design, Bidding Services and Documents.
<b>Analysis:</b>	On October 12, 2022, the Augusta Procurement Department received submissions from five (5) compliant firms. Airport Staff and the Augusta Procurement Department scored these firms as specified in the RFQ. After scoring of the initial submissions, two (2) firms were selected to give presentations with Q&A to Airport Staff and Procurement. A second round of scoring was then performed with Alfred Benesch & Company receiving the highest score.
<b>Financial Impact:</b>	This Consulting Services Agreement will be funded by Airport Consolidated Facility Charges (CFC).
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on February 23, 2023.
<b>Funds are available in the following accounts:</b>	551081306-5412110



**REVIEWED AND**  
**APPROVED BY:**

N/A

*Item 4.*

**CONSULTING SERVICES AGREEMENT**

CLIENT	Augusta Regional Airport	Project Name	Design Services for the Rehabilitation of
Address	1501 Aviation Way	Existing Long-Term Parking Lot - Phase 1	
	Augusta, Georgia 30906		
		Project Location	Augusta Regional Airport (AGS)
Telephone	706-798-3236		
Client Contact	Ms. Elizabeth Giles	Consultant PM	Sonya V.Ceballos, P.E.
Client Job No.		Consultant Job No.	P221918/19023044.01

This Agreement is made by and between Augusta Regional Airport, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: \_\_\_\_\_

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

☒ By Lump Sum: \$113,600.00.

☐ By Time and Materials: \$\_\_\_\_.

☐ By Other Payment Method (See Attachment \_\_\_\_): \$\_\_\_\_.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: William R. Toole,

TITLE: \_\_\_\_\_

TITLE: Vice President, GA Division Manager

DATE: \_\_\_\_\_, 20\_\_

DATE: \_\_\_\_\_, 20\_\_

BENESCH OFFICE: Atlanta Division

ADDRESS: 600 Peachtree Street NE, Suite 940

Atlanta, Georgia 30308

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**

## AUGUSTA, GEORGIA

\_\_\_\_\_  
Garnett Johnson, Mayor

Attest: \_\_\_\_\_  
Lena J. Bonner, Clerk of Commission

## AUGUSTA AVIATION COMMISSION

\_\_\_\_\_  
Dan Troutman, Aviation Commission Chair

Attest: \_\_\_\_\_  
Dereena Harris, Clerk of Augusta Aviation Commission

## CONTRACTOR

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.



Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

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

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

## Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, October 12, 2022 @ 11:00 a.m.** via ZOOM Meeting ID: **850 9939 5754; Passcode: 278669** for furnishing:

**RFQ Item #22-282      Augusta Regional Airport (AGS) Land Surveying, Engineering and Environmental Services for the Rehabilitation and Expansion of Long-Term Parking Lot A – Phase 1 for Augusta, GA – Augusta Regional Airport**

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ 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-Qualification Conference will be held on Monday, September 26, 2022 @ 10:00 a.m. via Zoom – Meeting ID:833 3147 8349 Passcode: 686727. Please contact Elizabeth Giles @ 706-421-5141 for optional site visit.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, September 28, 2022 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.**

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

***Request for qualifications (RFQ) and specifications.*** An RFQ 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 qualification 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 RFQ 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 qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      September 1, 8, 15, 22, 2022  
Metro Courier      September 1, 2022

Revised: 3/22/21






**RFQ Opening - RFQ Item #22-282**  
**Design Services for the Rehabilitation & Expansion of**  
**Long-Term Parking Lot A - Phase I**  
**for Augusta, GA - Augusta Regional Airport**  
**Date: Wednesday, October 12, 2022 @ 11:00 a.m. ZOOM**

Total Number Specifications Mailed Out: 7  
 Total Number Specifications Download (Demandstar): 8  
 Total Electronic Notifications (Demandstar): 252  
 Georgia Procurement Registry: 2443  
 Pre-Qualifications Conference: NA  
 Total packages submitted: 5  
 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	Addendum 1	SAVE Form	Original	7 Copies
Alfred Benesch & Company 1005 Broad Street, Suite 200 Augusta, GA 30901	Yes	307873	Yes	Yes	Yes	Yes
Cranston LLC 452 Ellis Street Augusta, Ga 30901	Yes	1836392	Yes	Yes	Yes	Yes
Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Yes	829134	Yes	Yes	Yes	Yes
Johnson, Laschober & Associates, P. C. (JLA) 1296 Broad Street Augusta, GA 30901	Yes	226309	Yes	Yes	Yes	Yes
W & A Engineering, LLC 100 Grace Hopper Lane Suite 3716 Augusta, GA 30909	Yes	1465910	Yes	Yes	Yes	Yes

<div><div></div><div>Evaluation Sheet Item - RFQ Item #22-282 Design Services for the Rehabilitation &amp; Expansion of Long-Term Parking Lot A - Phase I for Augusta, GA - Augusta Regional Airport RFQ Evaluation Meeting: Thursday, October 27, 2022 @ 9:30 a.m.</div></div>														
Vendors			Alfred Benesch & Company 1005 Broad Street, Suite 200 Augusta, GA 30901	Cranston LLC 452 Ellis Street Augusta, Ga 30901	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Johnson, Laschober & Associates, P. C. (JLA) 1296 Broad Street Augusta, GA 30901	W & A Engineering, LLC 100 Grace Hopper Lane Suite 3716 Augusta, GA 30909		Alfred Benesch & Company 1005 Broad Street, Suite 200 Augusta, GA 30901	Cranston LLC 452 Ellis Street Augusta, Ga 30901	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Johnson, Laschober & Associates, P. C. (JLA) 1296 Broad Street Augusta, GA 30901	W & A Engineering, LLC 100 Grace Hopper Lane Suite 3716 Augusta, GA 30909	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience	(0-5)	20	5.0	3.8	4.5	3.5	2.0		100.0	75.0	90.0	70.0	40.0	
3. Organization & Approach	(0-5)	15	5.0	3.0	4.8	3.3	2.3		75.0	45.0	71.3	48.8	33.8	
4. Scope of Services Firms experience in providing design services to include at minimum the requirements of Section III specifically Minimum Requirements and Section III Scope of Services and Tasks: a.Familiarity with policies and procedures related to the work effort b.Qualification relating to the rehabilitation of Parking Lots, Wetland Delineation and Permitting c.Completion of similar projects	(0-5)	20	5.0	3.5	4.5	3.0	2.3		100.0	70.0	90.0	60.0	45.0	
5. Schedule of Work	(0-5)	10	5.0	3.0	4.5	3.8	1.3		50.0	30.0	45.0	37.5	12.5	
6. Financial Stability	(0-5)	5	5.0	5.0	3.5	5.0	0.0		25.0	25.0	17.5	25.0	0.0	
6. References	(0-5)	5	5.0	4.5	4.5	3.5	3.5		25.0	22.5	22.5	17.5	17.5	
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	5	5	5	5	5		50	50	50	50	50	
Within CSRA	5	6							0	0	0	0	0	
Within Georgia	5	4							0	0	0	0	0	
Within SE United States (includes AL, TN, NC, SC, FL)	5	2							0	0	0	0	0	
• All Others	5	1							0	0	0	0	0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			30.0	22.8	27.8	22.0	16.3		400.0	295.0	363.8	291.3	181.3	
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	10	5.0		4.0				50	0	40	0	0	
9. Q&A Response to Panel Questions	(0-5)	5	4.5		3.8				22.5	0	18.75	0	0	
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)			9.5	0	7.75	0	0		72.5	0	58.75	0	0	
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
Total Cumulative Score (Maximum point is 500)			39.5	22.8	35.5	22.0	16.3		472.5	295.0	422.5	291.3	181.3	
Internal Use Only														
Evaluator: Cumulative Date: 10/27/22 Phase II 11/2/22														
Procurement Department Representative: _____ Nancy Williams														
Procurement Department Completion Date: 10/27/22 Phase II 11/2/22														



(706) 798-3238 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

November 3, 2022

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

**Re: Award Recommendation – Alfred Benesch & Company - Design Services for  
Rehabilitation and Expansion of Long-Term Parking Lot**

Dear Ms. Sams,

The Augusta Regional Airport (AGS) is submitting this letter to recommend and justify Alfred Benesch & Company for the Design Services for Rehabilitation and Expansion of Long-Term Parking Lot.

Alfred Benesch & Company was our top-ranked company based on their RFQ scoring. Therefore, we recommend entering into negotiations with them for the aforementioned project.

Please let us know if there is any additional information you require.

Sincerely,

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

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

CC: Darrell White, Deputy Director, Augusta Procurement Department  
Nancy Williams, Contract Compliance Administrator, Augusta Procurement Department

**ATLANTIC COAST CONSULTING**  
**630 COLONIAL PARK DR STE 110**  
**ROSWELL, GA 30075**  
**RETURNED MAIL**

787 ENGINEERING  
 ATTN: ED LEBRON  
 1450 GREENE ST., SUITE 80  
 AUGUSTA, GA 30901

BLUEWATER ENGINEERING SVCS  
 P. O. BOX 617  
 EVANS, GA 30809

MORELAND ALTOBELLI  
 2450 COMMERCE AVENUE  
 SUITE 100  
 DULUTH, GA 30096-8910

JOHNSON LASCHOB & ASSOCIATES  
 1296 BROAD STREET  
 AUGUSTA, GA 30901

WOOLPERT  
 375 NORTHRIDGE RD, #100  
 ATLANTA, GA 30350

POND & COMPANY  
 621 NW FRONTAGE ROAD, STE 320  
 AUGUSTA, GA 30907

EMC ENGINEERING SERVICES  
 4106 COLBERN BLVD, STE 105  
 EVANS, GA 30809

HUSSEY GAY BELL  
 329 COMMERCIAL DRIVE  
 SAVANNAH, GA 31406

WOOD  
 ATTN: GREGG HUDSPETH  
 1075 BIG SHANTY RD., SUITE 100  
 KENNESAW, GA 30144

**BENESCH ENGINEERING**  
**600 PEACHTREE ST. NE SUITE 940**  
**ATLANTA, GA 30308**  
**RETURNED MAIL**

ATTN: SCOTT WILLIAMS  
 CRANSTON ENGINEERING  
 452 ELLIS STREET  
 AUGUSTA, GA 30903-2546

JACOB ENGINEERING  
 10 10TH STREET NW, SUITE 1400  
 ATLANTA, GA 30309

BENESCH  
 1005 BROAD STREET, STE 200  
 AUGUSTA, GA 30901

**NOVA ENGINEERING**  
**3640 KENNESAW N INDUSTRIAL PKWY.,**  
**SUITE E**  
**KENNESAW GA 30144**  
**RETURNED MAIL**

WOLVERTON & ASSOCIATES  
 6745 SUGARLOAF PKWY., SUITE 100  
 DULUTH, GA 30097

CROY ENGINEERING  
 ATTN: CHRIS RIDEOUT  
 200 N. COBB PKWY.  
 BUILDING 400, SUITE #413  
 MARIETTA, GA 30062

PRUETT FORD & ASSOCIATES  
 1201 BROAD STREET  
 AUGUSTA, GA 30901

SOUTHERN PARTNERS INC  
 1233 AUGUSTA WEST PARKWAY  
 AUGUSTA, GA 30909

W. K. DICKSON & CO.  
 1450 GREENE STREET  
 SUITE 225  
 AUGUSTA, GA 30901  
 Incorrect – updated email listed below

GOODWYN, MILLS & CAWOOD  
 801 BROAD STREET,  
 SUITE 900  
 AUGUSTA, GA 30901

ZEL ENGINEERS  
 435 TELFAIR STREET  
 AUGUSTA, GA 30901

INFRASTRUCTURE SYSTEMS MGT  
 ATTN: ABIE LADSON  
 1557 BROAD ST  
 AUGUSTA, GA 30901

AECOM  
 101 RESEARCH DR  
 COLUMBIA, SC 29203

W. K. DICKSON & CO.  
 1450 GREENE STREET  
 SUITE 145  
 AUGUSTA, GA 30901

ALLIED SOLUTION ENTERPRISE  
 ATTN: JASON COLLIER  
 300 VETERANS WAY  
 CARMEL, IN 46032

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

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

**HERBERT JUDON  
AUGUSTA REGIONAL AIRPORT**

**ELIZABETH GILES  
AUGUSTA REGIONAL AIRPORT**

**PHYLLIS MILLS JOHNSON  
COMPLIANCE DEPARTMENT**

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

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

**2 of 2**

# BIDDERS LIST

BID ITEM # \_\_\_\_\_ COST \$ \_\_\_\_\_

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Practical Design Partners I Angela Snyder, PE Tucker, GA 30085PO Box 3111				NW	9/6/22
2	Benesh Kelly Batcha 401 Church Street, Suite 1600 Nashville, TN 37219				NW	9/6/22
3	Allied Solution Enterprise Jason Collier 300 Veterans Way Carmel, IN 46032				TS	9/7/22
4						
5						
6						
7						
8						
9						
0						
1						

space managementcapi 2022-09-02	me@spaceplan.gatech.edu space management, capital planning	N	NOM
spanglergilbert 2022-09-02	gilbert.spangler74@gmail.com spangler, gilbert	N	NOM
stanley gray 2022-09-02	stanley.gray@dnr.ga.gov gray, stanley	N	NOM
stanley gray 2022-09-02	stanley.gray@dnr.ga.gov gray, stanley	N	NOM
tvdesign 2022-09-02	chaislip@tvdesign.com Haislip, Corrie	N	NOM
usregistryconnect 2022-09-02	rfq@usregistryconnect.com usregistry, usregistry	N	NOM
yearwoodjay 2022-09-02	jayyearwood@hotmail.com yearwood, jay	N	NOM

Item 4.

ETHNIC GROUP	COUNT
African American	238
Asian American	35
Native American	16
Hispanic/Latino	32
Pacific Island/American	1
Non Minority	1072
Not Classified	0
Total Number of Vendors	1394
Total Number of Contacts	2443

[PR\\_bid\\_email\\_list](#)

## Planholders

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

### Supplier (7)

**Supplier** **Download Date**

"We do it all"Construction

09/02/2022

Anything Outdoors

09/02/2022

ConstructConnect

09/06/2022

Dodge Data

09/03/2022

OCI Associates Inc

09/02/2022

Pond &amp; Company

09/02/2022

WGI, Inc.

09/06/2022

[Add Supplier](#)

### Supplier Details

<b>Supplier Name</b>	"We do it all"Construction
<b>Contact Name</b>	David Proctor
<b>Address</b>	3406 Saddlehorn Run , Hephzibah, GA 30815
<b>Email</b>	dp03074@georgiasouthern.edu
<b>Phone Number</b>	706-572-6186

### Documents

Filename	Type	Action
22-282_RFQ	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>
22-282_ADD1	Addendum	<a href="#">View</a> <a href="#">History</a>



**Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.**

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

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

**Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

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

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
  - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
  - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
  - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
  - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
  - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



## Public Services

February 28, 2023

Discuss maintenance and repair of the Boat House

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss maintenance and repair of the Boat House. (Requested by Commissioner Pulliam)
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## Natasha L. McFarley

---

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

**Importance:** High

Ladies – please Public Services Committee

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

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

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

Thank You 😊

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile




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AED:104.1



## Public Services Committee

March 14, 2023

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Public Services Committee held on February 28, 2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chambers  
 Tuesday, February 28, 2023  
 1:00 PM

### PUBLIC SERVICES

#### PRESENT

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

1. **New Ownership-Existing Location: A.N. 23-06:** A request by Levorse Scott for a retail package **Beer & Wine** License to be used in connection with Second Peach, Inc located at 1342 Gordon Hwy. District 1. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

2. **New Ownership-Existing Location: A.N. 23-07:** A request by Levorse Scott for a retail package **Beer & Wine** License to be used in connection with Peach First, Corp. located at 1499 Gordon Hwy. District 2. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

3. **New Ownership-Existing Location: A.N. 23-08:** A request by David Hopkins for a **Nano Distillery** License to be used in connection with Second City Distillery located at #4 Eighth Street. District 1. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

4. **Existing Location: A.N. 23-09:** A request by Jennifer Marshall for an on-premises consumption **Liquor & Beer** License to be used in connection with K & J Soulbar and Grill located at 720 E Robinson Ave. Ste 101-102. There will Be **Sunday Sales**. District 3. Super District 10.



Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

5. Motion to approve the donation of two sculptures for a public art installation at the central island of the roundabout North Leg Road / Milledgeville Road.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

6. Motion to approve a five-year contract with Departure Media, Inc. for In-Terminal Advertising program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. **(RFP 22-253)** The contract had an initial term of five (5) years with no options for renewal

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

7. Motion to approve a construction contract with RW Allen Construction in the amount of \$2,660,428.00 to perform all tasks related to the Augusta Regional Airport (AGS) Fuel Farm Improvement Project - Base Bid Item 22-244A. Approved by the Augusta Aviation Commission on February 10, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

8. Motion to approve the minutes of the Public Services Committee held on February 14, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

9. Receive recommendations from the Interim Administrator/Staff regarding the needs of the Augusta Rowing Club concerning space for the storage of their equipment and other needs. (Referred from February 14 Public Services Committee)

Motion to delete this item from the agenda.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

10. Discuss maintenance and repair of the Boat House. (Requested by Commissioner Pulliam)

Motion to receive this item as information and refer it to the next committee meeting.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

11. Discuss the policy and procedures of building permits and inspections on government buildings. (Requested by Commissioner Pulliam)

Motion to delete this item from the agenda.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

#### ADDENDUM ITEM:

1. Consider the following request: A local hospitality business would like to request an exception to operate on the Sunday prior to Master's and Master's Sunday. (Requested by Mayor Garnett Johnson)

It was the consensus of the committee that this item be added to the agenda without objection.

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle.

