COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, February 21, 2023
2:00 PM

INVOCATION

Pastor Sharon Caldwell, Belle-Terrace Presbyterian Church.

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

RECOGNITION(S)

A. Congratulations! Commissioner Francine Scott on her appointment to the National Association of County Officials (NaCo) Justice and Public Safety Steering Committee.

B. Congratulations! January 2023 Years of Service Recipients

DELEGATION(S)

C. Ms. Shalanda Morris regarding Diamond Lakes Scoring Towers (storm water drainage issues).

CONSENT AGENDA

(Items 1-35)

PUBLIC SERVICES

1. Motion to **approve** a five-year contract with Tailwind AGS, LLC for Food, Beverage & Merchandise Concession Program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. RFP 22-279 - The agreement is for a five (5) year initial term with a five (5) year option for renewal.**(Approved by Public Services Committee February 14, 2023)**

2. Motion to **approve** a Not-To-Exceed Purchase Order in the amount of **$3,000,000.00** with JBT Aero Tech Corporation (JBT) for the purchase of two (2) Passenger Boarding Bridges. Approved by Augusta Aviation Commission on May 26, 2022.**(Approved by Public Services Committee February 14, 2023)**

3. Motion to **approve $850,000** for the repairs of the drain pipes and bathrooms in the Diamond Lakes Scoring Towers with a funding source to be identified at the Commission meeting next week. **(Approved by Public Services Committee February 14, 2023)**

4. Motion to **approve** the lease agreements for art installations for the 2023 - 2024 Augusta Sculpture Trail.**(Approved by Public Services Committee February 14, 2023)**

ADMINISTRATIVE SERVICES

5. Motion to **approve** and update Augusta Georgia's DBE Program for federally assisted contracts in order to comply with the Department of Transportation's program and update DBE rule 49 CFR Part 23.**(Approved by Administrative Services Committee February 14, 2023)**

6. Motion to **approve** annual bid award for 23-129 Maintenance Services for Environmental Services Department to include 2 CNG stations. Services is to include pesticide application. Award is for one year to expire 12/31/23 – has an option to extend for one additional year.**(Approved by Administrative Services Committee February 14, 2023)**

7. Motion to **approve** acceptance of Grant Award for the Summer 2023 Georgia County Internship Program.**(Approved by Administrative Services Committee February 14, 2023)**

8. Motion to **approve** the purchase of one Dodge Durango at a total cost of $45,578 to Thomson Motor Center for the District Attorney's Office. **(Approved by Administrative Service Committee February 14, 2023)**

9. Motion to **approve** annual bid award for 23-129 Maintenance Services for Environmental Services Department to include 2 CNG stations. Services is to include pesticide application. Award is for one year to expire 12/31/23 – has an option to extend for one additional year. **(Approved by Administrative Services Committee February 14, 2023)**

10. Motion to **approve** presentation by Augusta Tomorrow, Inc to include a financial request in the amount of **$150,000** for upcoming Urban Area Master Plan. **(Approved by Administrative Services Committee February 14, 2023)**

ENGINEERING SERVICES

11. Motion to **approve** bid award Bid Item 22-287 for Water Well Pumps and Motors to the Lowest Bidder - Wastewater Solutions LLC. **(Approved by Engineering Services Committee February 14, 2023)**

12. Motion to **approve** Duke's Root Control Bid 23-262 Chemical treatment of sanitary sewer lines for grease and roots. The initial term of the contract shall be for the period of one year to expire on December 31, 2023. The contract may be extended for four additional one-year periods with the mutual consent of the Owner and Contractor.**(Approved by Engineering Services Committee February 14, 2023)**

13. Motion to **approve** Sole Source Procurement of quarterly inspection and preventive maintenance of Hypochlorite Generation Equipment at an annual cost of $29,275.00.**(Approved by Engineering Services Committee February 14, 2023)**

14. **Motion to approve and authorize** Reallocation of Right of Way Maintenance Quick Strike $1miillion ARPA funds allocation as; i) $550,000.00 to Windsor Spring Landscaped segment Irrigation System Installation, ii) $265,000 to RCCI for Augusta Engineering Roadway & Drainage Vegetation Maintenance FY2023 Services (charge as service provided), and iii) $185,000 to Vacant Lot Cleanup Program. Also, approve directing Augusta Finance Department issuing Job Ledgers accordingly. **(Approved by Engineering Services Committee February 14, 2023)**

15. Motion to **approve** and Authorize allocating $800,000 from Street Lighting Program ARPA designated funds to Greene Street Lighting Reconstruction at segment between 5th Street & East Boundary. Requested by Engineering. **(Approved by Engineering Services Committee February 14, 2023)**

16. Motion to **approve** Purchase of Real Property located in the City of Augusta, Georgia commonly known as 3305 Walton Way to be funded by Engineering Stormwater Program Funds and

authorized by the Mayor and Clerk of Commission to execute all necessary documents under the direction of Augusta Law Department. Requested by Engineering.**(Approved by Engineering Services Committee February 14, 2023).**

17. Motion to **approve** Award of On-Call Professional Services for Field Engineering, Regulatory Compliance, Filed Operation Improvements, and Emergency Site Work Contract to Infrastructure Management Systems, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year terms. Also, approve $250,000 to fund these Services. Requested by Engineering. RFP 22-304**(Approved by Engineering Services Committee February 14, 2023)**

18. Motion to **approve** of Change Order No. 1 to Blair Construction, Inc.'s contract to construct the Fort Gordon 15th Street Collector Sanitary Sewer.**(Approved by Engineering Services Committee February 14, 2023)**

19. **Motion to approve** and **receive as information** attached Exhibit A listed Emergency procured rental equipment for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. **Requested by Engineering.(Approved by Engineering Services Committee February 14, 2023)**

20. **Approve** and **receive as information** attached Exhibit A listed Emergency procured equipment purchases & repairs for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. **Requested by Engineering**

21. Motion to **approve** Supplement funding (SA1) to Pond Company (Pond) in the amount of $22,884.40 for Sandpiper Lane and Morningside Drive Streambank Stabilization Construction Phase Services. **Requested by Engineering / RFP 19-152.(Approved by Engineering Services Committee February 14, 2023)**

22. **Motion to approve** attached Exhibit A listed Emergency procured Services for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements and maintain desirable level of service. **Requested by Engineering (Approved by Engineering Services Committee February 14, 2023)**

23. Motion **approve** Supplementing Downtown Receptacles Waste Hauling Contract for Removal & Disposal of "Contracted Non-Compliance Waste, Illegal Dumping and Recyclable Waste" Services to Coleman Sanitation. Also, approve **$150,000** to fund these Services. Requested by Engineering. Bid 19-135. Supplemental Agreement to expire 12/31/2025.**(Approved by Engineering Services Committee February 14, 2023)**

FINANCE

24. Motion **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 $510,620.**(Approved by Finance Committee February 14, 2023)**

25. Motion to **approve** continued service with Workers Compensation Provider, CorVel, for renewal for Year 4.**(Approved by Finance Committee February 14, 2023).**

26. Motion to **approve** Augusta Commercial Property Insurance coverage for 2023 offered through Affiliated FM, current carrier, for a premium of $815,966 for full blanket coverage and limited flood coverage in flood prone areas.**(Approved by Finance Committee February 14, 2023).**

27. Motion to **approve** Insurance Brokerage Services for 2023 RFQ item #22-274 offered through Marsh McLennan Agency, to include Commercial Property Insurance (including Boiler and Machinery), Public Officials Liability /Employment Practices Liability (POL/EPL), and maintain the Surety Bond for Augusta, GA and additional services as requested.**(Approved by Finance Committee February 14, 2023).**

PUBLIC SAFETY

28. Motion to **approve** Accountability Court applying for FY 23 SAMHSA gran t**(Approved by Public Safety Committee February 14, 2023).**

29. Motion to **approve** the Agreement with Georgia Emergency Management & Homeland Security Agency and approve acceptance of the grant award in the amount of $30,000 (Grant No. 14) and authorized the Mayor to execute all required documents.**(Approved by Public Safety Committee February 14, 2023).**

30. Motion to **approve** award of Data Capture Contract to Kucera International Inc. in the amount of $179,180.00 for the capture of Light Detection and Ranging (LiDAR) Data & Mapping under Bid #23-128 **(Approved by Public Safety Committee February 14, 2023).**.

31. Motion to **approve** the award of Bid Item #22-291A Early Site Package for Soil Remediation – New Fire Station 3 to Kuhlke Construction & Associates, Inc.**(Approved by Public Safety Committee February 14, 2023).**

32. Motion to **approve** Accountability Court applying for FY 24 CACJ Grant.**(Approved by Public Safety Committee February 14, 2023).**

33. Motion to **approve** the acceptance of a $50,000 Learning Loss Grant from the United Way of Greater Atlanta for youth served through the Department of Family and Children Services.**(Approved by Public Safety Committee February 14, 2023).**

PETITIONS AND COMMUNICATIONS

34. Motion to approve the minutes of the Regular Commission Meeting held on February 7, 2023 and the Special Called Commission Meetings held on February 9 and 14, 2023.

APPOINTMENT(S)

35. Motion to **approve** the appointment of Mr. **Zelwin Davis** to the Augusta Planning Commission Representing District 4.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 36-39)

PLANNING

36. **Z-23-04** –A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Bobby Bagwell on behalf of Charles M. White – requesting a rezoning from **Zone R-1 (One-family Residential) to Zone R-3B** (Multi-family Residential) affecting properties containing approximately 7.6-acres located at 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, and 4469 Windsor Spring Road. Tax Map #179-0-002-08-0, 179-0-002-07-0, 179-0-002-09-0, 179-0-002-10-0, 179-0-002-06-0, 179-0-002-05-0, 179-0-002-04-0, 179-0-002-11-0, 179-0-002-12-0, 179-0-002-13-0, and 179-0-002-03-0. **DISTRICT 5**

37. Motion to **approve** a request for concurrence with the Augusta Georgia Planning Commission to **approve** one amendment and one addition to the Planning Commission Bylaws & Rules of Procedure Section II:

OTHER BUSINESS

38. Motion to **ratify** Commission action at the **Special Called Meeting on February 14, 2023** relative to the motion regarding the Resolution for the settlement of claims for Ms. Adrienna Tolbert in the amount of $150,000.00.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

February 21, 2023

Commissioner Francine Scott Appointment

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! Commissioner Francine Scott on her appointment to the National Association of County Officials (NaCo) Justice and Public Safety Steering Committee.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Dear Hon. Francine Scott,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a Justice and Public Safety Steering Committee member and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share information and learn from your county colleagues.

As a member of the Justice and Public Safety Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Brett Mattson (bmattson@naco.org), and the legislative assistant for this committee is Julia Cortina (jcortina@naco.org). Brett will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

- NACo's 2023 Legislative Conference, February 11 – 14, 2023 in Washington, DC
- NACo's 2023 Annual Conference, July 21-24, 2023, in Travis County/Austin, Texas

Again, congratulations on your nomination to theJustice and Public Safety Steering Committee . This promises to be an exciting year, and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Denise Winfrey

Denise Winfrey
President

Commission Meeting

February 21, 2023

January 2023 Years of Service Recipients

Department:	Human Resources
Presenter:	N/A
Caption:	Congratulations! January 2023 Years of Service Recipients
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

HUMAN RESOURCES DEPARTMENT

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

February 7, 2023

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx.

We are pleased to advise you that for the month of **January 2023,** the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
JOHN	ROCHE	CIVIL COURT	25
MOSES	CHEATHAM	SHERIFF'S OFFICE	25
THOMAS	WEATHERS	SHERIFF'S OFFICE	25
VINCENT	WASHINGTON	SHERIFF'S OFFICE	30

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, February 21, 2023,** for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1377 or via e-mail at spalmer@augustaga.gov, by Friday, February 17, 2023, 12:00 Noon. Your support and cooperation is much appreciated.

With regards,
Anita Rookard, HR Director
/slp

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator
Lena Bonner, Clerk of Commission

Commission Meeting

February 21, 2023

Ms. Shalanda Morris

Department:	N/A
Presenter:	N/A
Caption:	Ms. Shalanda Morris regarding Diamond Lakes Scoring Towers (storm water drainage issues).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

✓	Commission	Date of Meeting _____
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
_____	Administrative Services Committee	Date of Meeting _____
_____	Engineering Services Committee	Date of Meeting _____
_____	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Shalanda Morris
Address: 2913 Casey Ct Augusta, GA 30909
Telephone Number: 706-738-4424
Fax Number: 706-738-4471
E-Mail Address: Shalanda@universalplumbinginc.com

Caption/Topic of Discussion to be placed on the Agenda:
Diamond Lakes Scoring Towers critical information about history of storm water drain system

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

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

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

Commission Meeting

February 21, 2023

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

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve a five-year contract with Tailwind AGS, LLC for Food, Beverage & Merchandise Concession Program at Augusta Regional Airport. Approved by the Augusta Aviation Commission on January 26, 2023. RFP 22-279 - The agreement is for a five (5) year initial term with a five (5) year option for renewal.
Background:	The Airport entered into a contract with Sterling Restaurant & Retail Group LLC, in 2012, to operate the food, beverage and merchandise locations within the terminal building. The contract was a five (5) year agreement with a five (5) year option for renewal. The option was exercised, and subsequently expired in 2021. Due to the COVID outbreak, the Aviation Commission elected to amend the contract with a two-year extension. The amendment is set to terminate in June 2023. Airport staff worked with the Procurement Department to issue a new RFP for the service. The solicitation produced five compliant bids. Procurement and Airport staff evaluated the proposal and determined that the Tailwind bid was the best and most advantageous proposal for the Airport and passengers.
Analysis:	Airport staff is recommending selection of Tailwind AGS, LLC, to operate the Airport Food, Beverage and Merchandise Concession Program. Tailwind AGS, LLC has accepted and signed the concession agreement. The agreement is for a five (5) year initial term with a five (5) year option for renewal. The contract identifies the terms and conditions for the service and includes the vendor proposal as an exhibit.
Financial Impact:	This project provides revenue to the Airport with a Minimum Annual Guarantee of $180,000 in the first year of operation. Capital improvements by the company are estimated at $225,000.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on January 26, 2023.
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

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

TAILWIND AGS LLC.
AND
THE CITY OF AUGUSTA

FOR

AUGUSTA REGIONAL AIRPORT
AUGUSTA, GEORGIA

MASTER CONCESSIONS AGREEMENT AT AUGUSTA AIRPORT

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

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

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

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

The Parties hereby agree as follows:

BACKGROUND

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

1. PREMISES:

1.1 Description of Premises:

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

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

1.2 Relocation

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

2. TERM:

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

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

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

3. USE:

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

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

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

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

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

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

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

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

3.6 Customer Service:

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

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

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

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

3.6.4 Concessionaire shall maintain adequately trained staff (at a minimum of 1 employee per location), and adequate supervision on duty, during operational hours.

3.6.5 The Airport believes that a high quality and stable work force is key to providing outstanding customer service. Concessionaire is expected to maintain a positive work environment that encourages the development and growth of all employees.

3.6.6 Concessionaire's staff must be aware of the time sensitive nature of Airport patrons. All of Concessionaire's employees shall be courteous and helpful to the public.

3.6.7 Concessionaire shall conduct its operation in a businesslike manner. A sufficient quantity of inventory must be carried to ensure that the premises will be fully stocked and available to passengers at all times. All inventories must be top quality and displayed in an "opening day fresh" manner. In addition a dress code should be strictly adhered to for all operating staff.

3.6.8 Concessionaire agrees to offer plastic or coated paper gusseted bags with handles to enable customers to more easily transport items through the Airport. Innovative packaging or transportation devices that facilitate travel are highly encouraged.

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

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

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

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

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

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

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

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

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

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

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

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

3.11 Reservations by Airport:

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

3.11.1 to inspect any portion of the Premises;

3.11.2 to enter the Premises and make ordinary repairs;

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

3.12 Compliance with Laws and Regulations; Licenses and Permits:

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

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

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

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

3.13.2 creating a nuisance; or

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

3.13.4 allowing any sale by auction on the Premises; or

3.13.5 committing any waste upon the Premises; or

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

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

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

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

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

4. ASSIGNMENT OR SUBLETTING:

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

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

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

5. RENTAL PAYMENTS/FEES:

5.1 Rental Payments/Fees:

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

Food and Beverage Concessions:

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

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

Merchandise/Gifts Concessions:

- Plus, retail sales multiplied by 15%

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

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

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

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

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

Attn: Director of Finance

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

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

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

5.2 Books and Records:

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

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

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

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

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

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

5.3 Revenue Control:

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

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

5.3.2.1 Segregated charge categories;

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

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

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

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

7. **PREMISES AND IMPROVEMENTS:**

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

7.2 Utilities:

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

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

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

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

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

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

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

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

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

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

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

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

8. LIABILITY AND INDEMNITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

9. INSURANCE, BONDING and PERFORMANCE GUARANTEE:

9.1 Insurance. Insurance requirements are specified in Exhibit B.

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

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

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

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

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

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

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

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

10. DAMAGE OR DESTRUCTION:

10.1 Partial Destruction of the Premises:

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

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

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

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

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

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

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

10.4 Reduction of Rent: Concessionaire's Remedies:

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

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

11. DEFAULT BY TENANT:

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

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

11.1.2 Concessionaire:

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

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

11.1.2.3 files a voluntary petition in bankruptcy; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4 Security Interest:

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

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

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

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

12. TERMINATION FOR CONVENIENCE:

12.1 Either Party shall have the right to terminate the Contract without cause at any time during the Term by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective. Should the Airport terminate the Contract prior to its expiration, the Airport shall reimburse the Concessionaire for the reasonable and proper unamortized costs of the capital Improvements, made by or at the cost of the Concessionaire, and approved in writing by the Airport Director. Concessionaire must document the costs of any and all capital Improvements in a form and detail satisfactory to the Airport Director and submit same within thirty (30) calendar days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of the Improvements. The capital costs of the Improvements shall be amortized based upon a straight-line depreciation schedule over the initial Term of the Contract, with zero salvage value.

13. UNAUTHORIZED ACCESS: Concessionaire is responsible for preventing unauthorized persons from gaining access to restricted areas of the Airport or any other part of the Airport through the Premises or any door under Concessionaire's control. If federal security regulations are violated as a result of trespass by unauthorized persons into restricted areas of the Airport or any other part of the Airport through the Premises or any door under Concessionaire's control, or if such door is left unsecured in violation of federal security regulations, and Airport is subjected to any liability, including, but not limited to, a fine(s) by the Transportation Security Administration, Concessionaire must reimburse Airport for the full amount of such fines promptly upon receipt of an invoice from Airport and pay for any liability assessed against Airport as a result of such unauthorized access.

14. SURRENDER OF PREMISES:

14.1 Concessionaire must yield and deliver peaceably to Airport possession of the Premises and all Concessionaire improvements in good condition, reasonable wear and tear excepted, upon the expiration or earlier termination of this Agreement.

14.2 Concessionaire must remove Concessionaire's signs and trade fixtures from the Premises and must surrender the Premises in clean and presentable condition. Airport will retain Concessionaire's Performance and Payment Bond(s) or other securities required under Section 9 until such time as all conditions of this Agreement have been satisfied, all keys to the Premises are delivered to the Airport Director by Concessionaire, the Airport Director determines that the Premises are clean and in good repair and the applicable period for filing liens or other claims has passed. Concessionaire will be liable to Airport for Airport's costs for storing, removing and disposing of any alterations or Concessionaire's personal property, and of restoration of the Premises.

15. OWNERSHIP OF INFORMATION; CONFIDENTIALITY

15.1 All reports, information, data or other documents given to, prepared by or assembled by Concessionaire arising out of the work performed under this Agreement are the exclusive property of Airport and will be kept confidential and may not be made available to any individual or organization by Concessionaire without the prior written approval of Airport, provided however that these provisions shall not apply to data that is in the public domain; was

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

16. HAZARDOUS MATERIALS:

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

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

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

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

limiting in any manner Concessionaire's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Premises and throughout the Airport. All employees shall be properly badged and comply with all Airport safety and security rules.

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

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

18.1.1 County's Business Non-Discrimination Policy

18.1.2 County's Ethics in Public Contracting Policy

18.1.3 County's Conflicts of Interest Policy

18.1.4 FAA's Non-Discrimination Policy

18.1.5 Federal Concessions DBE Policies

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

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

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

18.4 Public Use and Federal Grants:

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

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

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

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

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

20. Delivery and Restocking.

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

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Concessionaire:
Tailwind AGS LLC.
408 Landmark Drive
Wilmington, NC 28412

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONCESSIONAIRE:

By: _____
Name: Jeffrey Swiatek
Title: CEO & President

Attest: _____
Corporate Secretary/Assistant Secretary (Seal)

COUNTY:

_____
Mayor Date

Attest:

_____
Clerk (Seal)

Approved:

_____
Chairman, Aviation Commission Date

Approved As To Form:

_____
County Attorney Date

Exhibits

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

Exhibit A
Map of Premises

EXHIBIT 1
AUGUSTA REGIONAL AIRPORT
AREA "A' – HOLDROOM LEASE

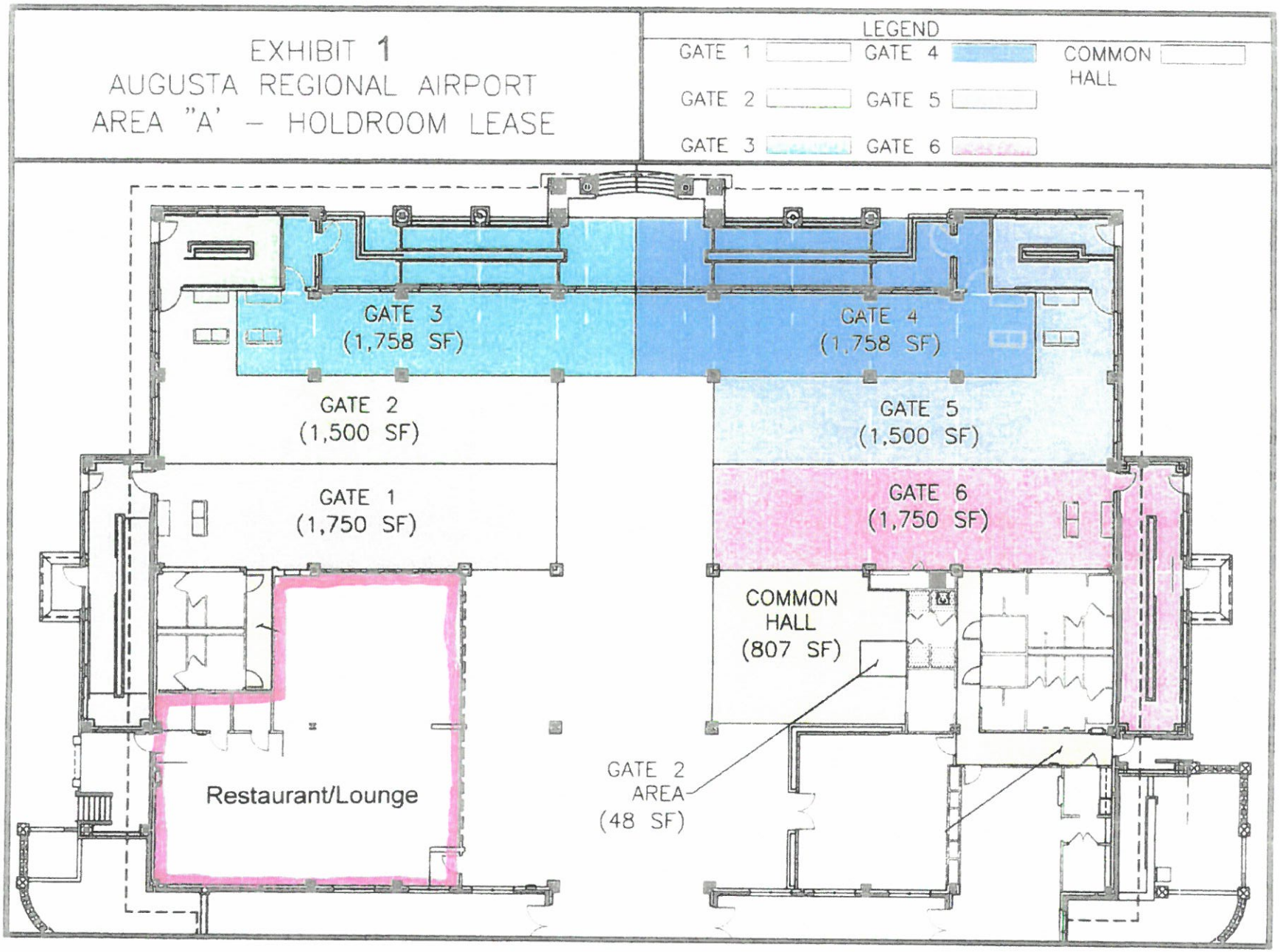


EXHIBIT 2
AUGUSTA REGIONAL AIRPORT
AREA "A" – HOLDROOM LEASE

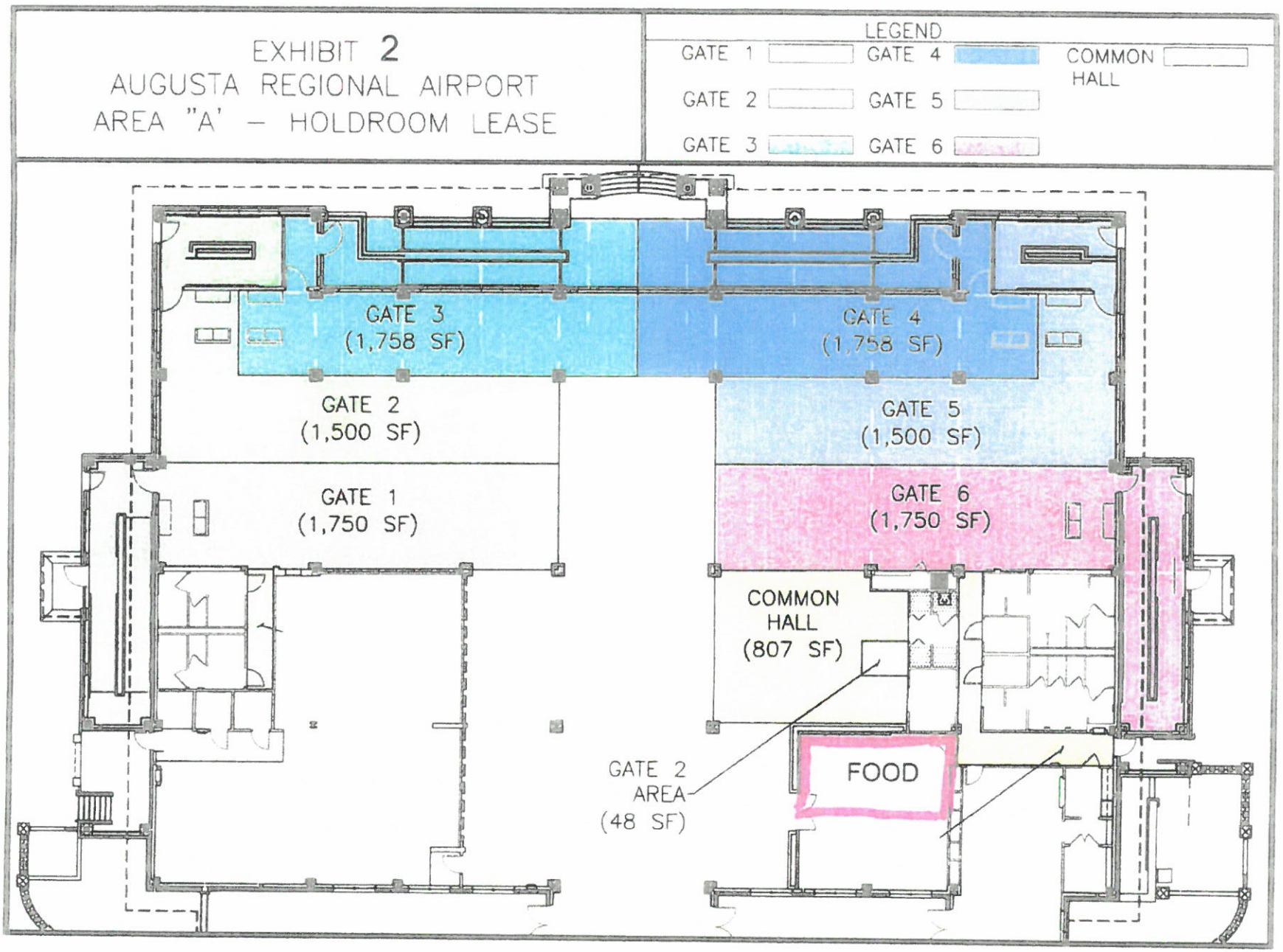


EXHIBIT 3
AUGUSTA REGIONAL AIRPORT
AREA "A" – HOLDROOM LEASE

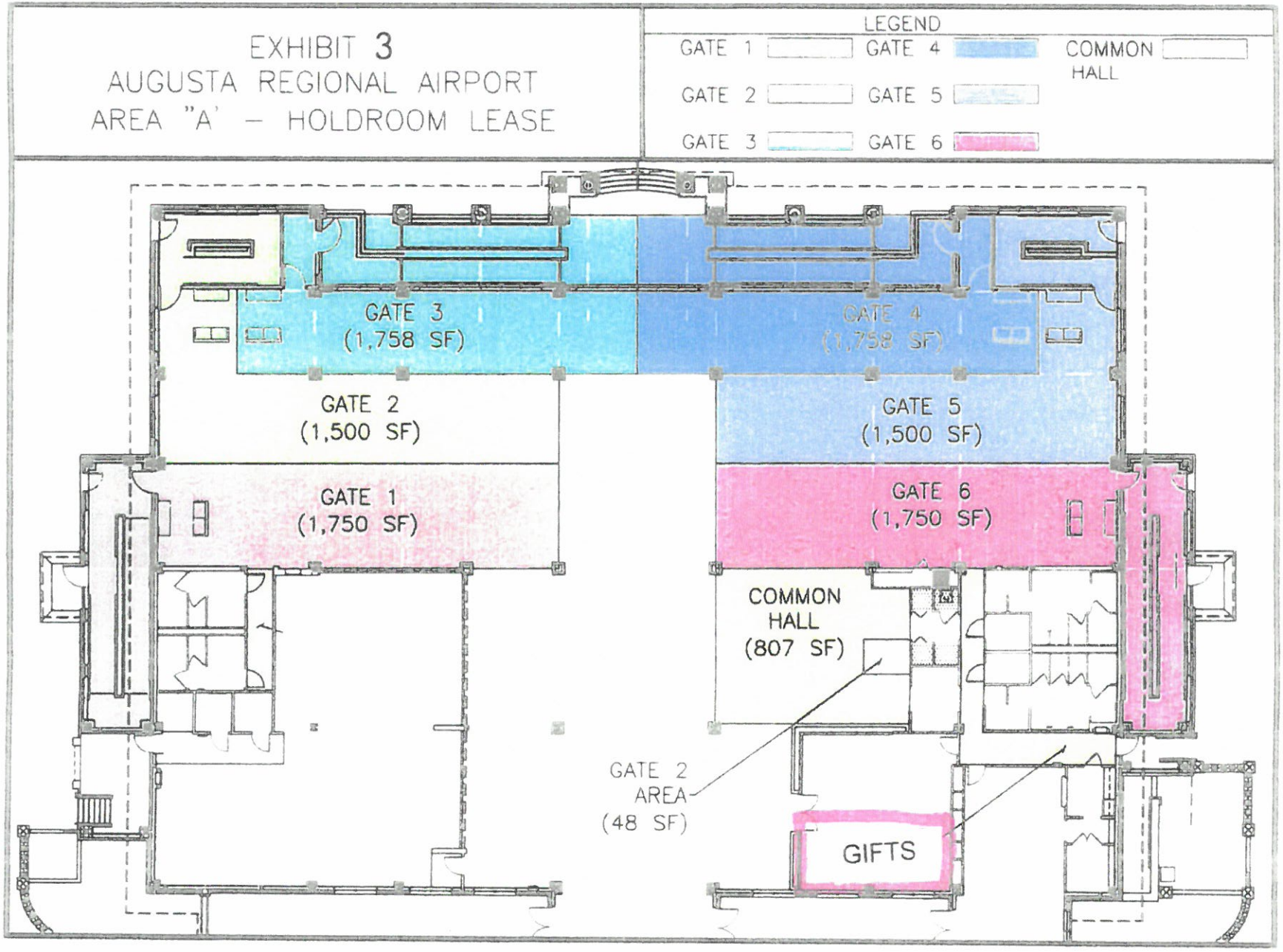


EXHIBIT 4
AUGUSTA REGIONAL AIRPORT
AREA "B' – BAGGAGE CLAIM
JOINT USE AREAS

LEGEND
JOINT USE AREAS

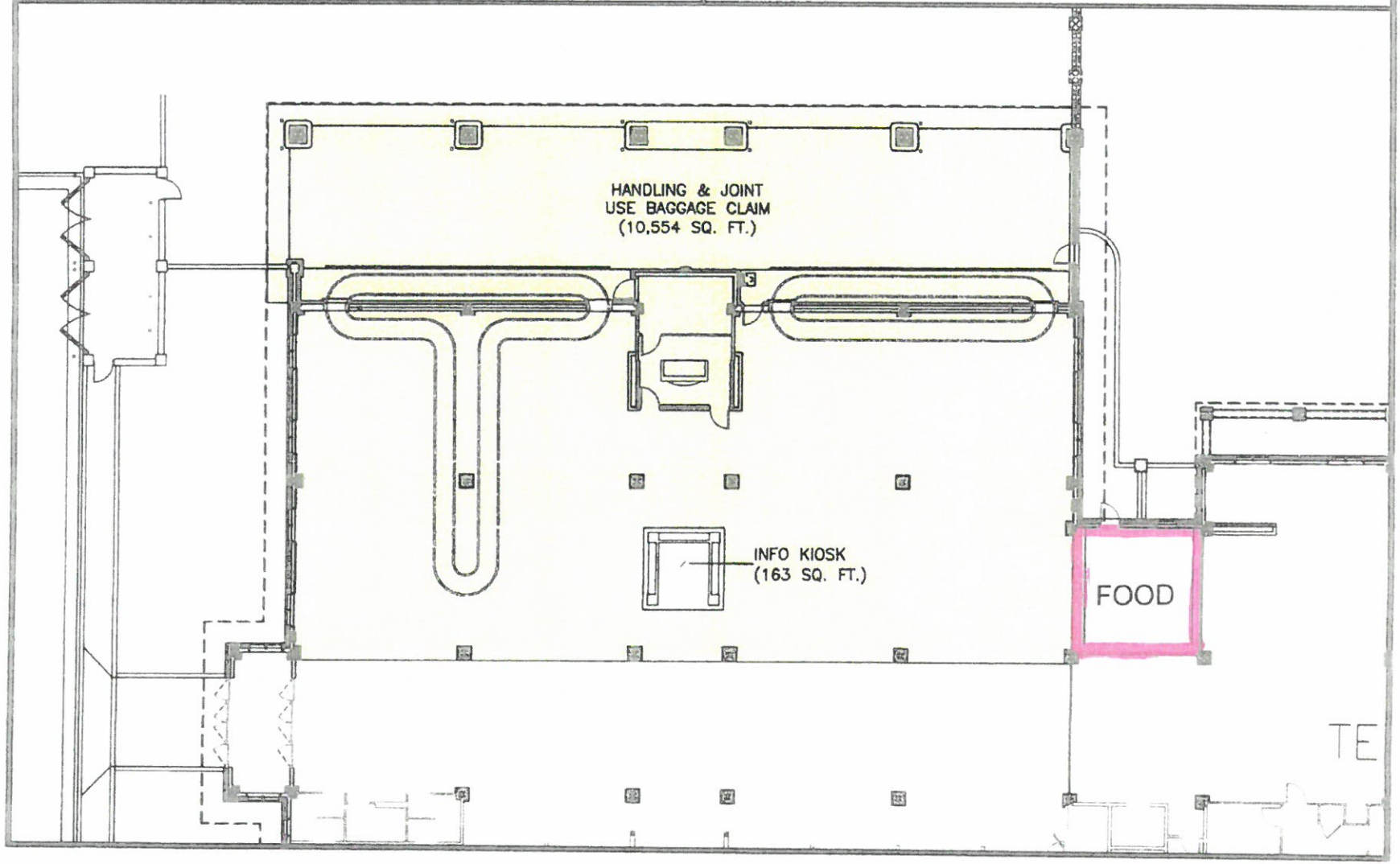


Exhibit B
Insurance

EXHIBIT B

Insurance Requirements

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

1. The Vendor shall carry liability insurance with a reliable company licensed to do business in the State of Georgia.

2. The Vendor shall carry workers' compensation and employer's liability insurance (including applicable occupation disease provisions and all state endorsements) as required by the State of Georgia.

3. All Risk (except for those items specifically excluded) Coverage, and Flood (if required by the Airport) Insurance and such other coverages as the Airport may reasonably elect to require in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein. Business Interruption Insurance covering these risks in an amount equal to all Minimum Annual Rent and other sums payable under the Lease for a period of twelve (12) months commencing with the date of loss.

4. The Vendor shall maintain limits no less than the following:

a. GENERAL LIABILITY: $5,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $5,000,000 general aggregate limit including products and completed operations coverage.

b. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage including hired and non-owned liability. This coverage requirement will increase to $5,000,000 if any vehicles are driven on the Airport Operations Area (AOA).

c. WORKER'S COMPENSATION: Statutory limits as required by Georgia state law and employer's liability limits of $1,000,000 per accident. Waiver of subrogation shall be in favor of the Airport.

d. MACHINERY (Mechanicals): covering all pressure vessels; boilers; heating, ventilating, and air conditioning equipment; or similar equipment, if any, in, on, adjoining, above, or beneath the Leased Premises which serve the Leased Premises, in a minimum amount of $1,000,000; provided, however, Vendor shall not be required to maintain separate coverage if the risks contemplated herein are adequately covered by the Airport's insurance.

e. LIQUOR LEGAL LIABILITY: in such amounts as the Airport may from time to time require, but in no event initially less than $5,000,000. Vendor must include the Airport as an additional insured under the Liquor Liability Insurance policy.

f. Umbrella Liability may be used to achieve the above limits. Umbrella must be a follow form and indicate that it would pick up the additional insured, waivers, Primary & Non-Contributory, with Notice of Cancels.

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

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

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

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

9. Required certificates and endorsements should be submitted to:

Augusta Regional Airport

Attn: Contracts Administrator

1501 Aviation Way

Augusta, Georgia 30906

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

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

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

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

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

EXHIBIT C
Resolution

Exhibit D
Maintenance and Repair Responsibilities

EXHIBIT D
MAINTENANCE AND OPERATING RESPONSIBILITIES
REGARDING CONCESSION FACILITIES

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

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

B. Existing phone service lines from outside to mechanical room	Airport
C. New phone service lines from outside to mechanical room installed for benefit of Lessee	Lessee
D. Phone lines from mechanical room to leased premises	Lessee
E. Lessee's internal/corporate communications lines	Lessee
F. Cable and/or internet service	Lessee
G. Modifications or expansion to benefit Lessee	Lessee
VII Air Condition and/or Ventilation System	
A. System Maintenance	Airport
B. System Operations	Airport
C. Cleaning of air vents and returns.	Lessee
D. Exhaust hoods and ventilation fans	Lessee
E. Modifications or expansion to benefit Lessee	Lessee
VIII Heating System	
A. System Maintenance	Airport
B. System Operations	Airport
C. Modifications or expansion to benefit Lessee	Lessee

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

Exhibit E
Tailwind AGS LLC Operational Plan & Fee Proposal

CONFIDENTIAL

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

REVENUE/FEE PROPOSAL

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

Tailwind's method for paying rent:

1) Food and Beverage Concessions:

The sum of food and non-alcoholic beverage sales is multiplied by 14%
- Plus, alcoholic beverage sales multiplied by 20%
- Plus, vending sales multiplied by 25%

2) Merchandise/Gifts Concessions:

- Plus, retail sales multiplied by 15%

Averages to 14.62% on the proforma

First year MAG will be $180,000 with an annual true-up.
MAG will be adjusted following the end of each lease year to 85% of the previous year.

SUBMITTED BY:

NAME: --Jeffrey Switzer----------

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

ADDRESS: __408 Landmark Drive----------

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

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

EMAIL: switzer@tailwindconcessions.com ---

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

SECTION IV – CONCEPT AND OPERATIONAL PLANS

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

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

- **AGS Green Jacket Grill and Patio Bar**: Space #1 Post Security
  -Full Service Hooded Restaurant and Bar.
  -Full Copilot Coffee Gourmet Coffee Bar
  -Full Grab and Go Selections
  -Full Liquor Beer and Wine Bar
  -Patio Wine and Beer Bar Service with appetizers

- **Mulligans Marketplace**: Spaces #2 and #3-Post Security
  -Combination of a Gift Shop and Quick Serve Food and Coffee Café
  -RMU's Retail Units, Coffee Cart, Pepsi Coolers.
  -**Take on Board Express**: Mulligan's quick serve cooler

- **The 20th Hole Bistro**: Space #4, Pre-Security
  -Small counter for coffee and grab and go
  -Once hood is installed there will be hot and cold menu offerings (burgers, sandwiches, appetizers) and **Take on Board Express**
  -RMU's along the wall for a small retail presence

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

2) Description of the products to be sold

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

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

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

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

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

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

CATERING

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

2) Retail Products to be Sold

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

Clothing Examples: available in Men, Women and Children's sizes
- T-Shirts - $10-$29
- Hooded sweatshirts $20-$49
- Hat-and-Tee combo's custom created with site-specific themes

Travel Accessories $13 and up
- Pillows
- Blankets

Local favorite gifts $9-$40
- Local honey
- Pride of Georgia products
- Packaged food gifts

Travel Accessories $12 and up
- Pillows, Blankets
- Neck rests

Trending Electronics $11 and up
- Headphones/ear buds
- Electronics chargers
- Travel outlet adaptors

Travel Essential $2-and up
- Tylenol, toothpaste, band aids
- Makeup, hair accessories

Toys and Games $6 and up
- Stuffed animals
- Movies
- Coloring books
- Games and puzzles
- Short stories

Local Landmark//History/Golf + other sports, as examples $3-$30
- Mugs
- Shot glasses
- Plates
- Other Capital Region favorites

Pre-priced reading material:
- Popular magazines (national top-sellers)
- Books (national top-sellers)
- Kid's books
- Maps

Local and national papers and the following
- Newspapers (Local, Regional, USA Today, The NYT and The Wall Street Journal)
- Greeting cards

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

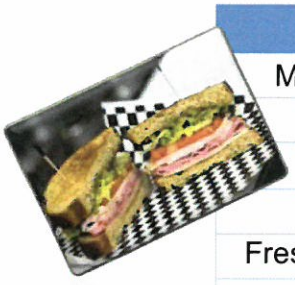
3) Food Service Concepts

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

In post security we propose the name **AGS Green Jacket Grill and Patio Bar** with a full-service restaurant bar and seasonal outdoor **patio wine/beer bar**. This is the gathering place as the world comes to Agusta for the Master's Golf tournament or the secret quiet spot once they have all gone home. The All-American menu will offer breakfast, lunch and dinner menus which include appetizers, soups, salads, sandwiches, wraps, panini's, cheesesteaks, turkey avocado and bacon wrap. You will find such American favorites as a classic cheeseburger, chicken wraps, and hot sandwiches. This restaurant will have a children's menu and special dietary food offerings for gluten free, vegetarian and low-calorie foods for travelers. You do not have to be a golfer to enjoy any of our delicious meals selections. A sample menu is in the Appendix.

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

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



Sample Take on Board (Grab-N-Go) Foods and Beverages		
Muffins, Pastries	Yogurt	Cold Wraps
Bagels	Fruit Cups	Cold Sandwiches
Cereal	Health Bars/Nuts	Hard Boiled Eggs
Snacks	Salads	Fruit Parfaits
Fresh Fruit Smoothie	Juices	Sides
Soft Drinks	Espresso Bar	Bottled Water

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

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

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

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

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

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

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

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

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

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

4) Daily Service and Product Shifts

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

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

5) Pricing

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

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

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

7) Describe marketing and customer service plans

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

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

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

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

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

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

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

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

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

Area-Specific Proposed themes

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

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

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

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

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

8) Improvements and Capital Investments

Mulligans marketplace is a combination of two concepts: food and retail. We are adding a coffee shop concept to the area and making it flow together as one concession marketplace. This rendering shows our ideas for lining the wall with retail items and using tiered display tables around the center of the floor. At the back of the store will be quick serve food and drinks. Along the right wall drink cooler and our **Take on Board** display cooler. We want this to be a "easy to enter" concession where travelers feel free to roam around, look, smell, touch, buy.

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

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

corridor of the patio. The second layout (shown here) is at the end of the corridor and, while shorter in length, space allows for a nice display behind the bar. Both bars have a self-contained sink with portable water tanks. We would like to talk to you about the different possibilities here.

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

Pre-security concession space will be such a nice feature for who want hot or cold breakfast or lunch meals. Once the hood is installed and we clean up the façade, we will evaluate with the airport what equipment is needed to finish it properly. We are excited about this space. It has so much potential to become a highly successful concession.

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

9) Timing

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

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

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

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

Local Approach

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

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

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

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

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

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

Vendors			Metz Culinary Management 2 Woodland Drive Dallas, PA 18612	Oakwells 1035 S. Semoran Blvd, Bldg.2 Suite 1040 Winter Park, FL 32792	Scotts Place, LLC 28 E. Main Street Gibson, GA 30810	Tailwind Hospitality, Inc. 408 Landmark Drive Wilmington, NC 28412	Ubora LLC 1128 Jones Street Augusta, GA 30901	Lil Mama's Sweets and Treats 1966 Broad Street Augusta, GA 30904		Metz Culinary Management 2 Woodland Drive Dallas, PA 18612	Oakwells 289 S. Culver Street Lawrenceville, GA 30045-4805	Scotts Place, LLC 28 E. Main Street Gibson, GA 30810	Tailwind Hospitality, Inc. 408 Landmark Drive Wilmington, NC 28412	Ubora LLC 1128 Jones Street Augusta, GA 30901	Lil Mama's Sweets and Treats 1966 Broad Street Augusta, GA 30904
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**												
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**							**Weighted Scores**					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	FAIL		PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	3.5	4.5	2.0	4.5	3.0			70.0	90.0	40.0	90.0	60.0	0.0
3. Organization & Approach	(0-5)	10	4.0	4.0	0.0	5.0	2.5			40.0	40.0	0.0	50.0	25.0	0.0
4.Scope of Services 4.Scope of Services a. Detailed Scope of services to be provided and concession location of interest identified -Proposed scope of services is appropriate for identified location and customer base. -Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables - Proposed schedule/ hours of operation. - Proposed method for providing required transactional reports and service fees appear adequate. c. Marketing/business plan - Proposer has provided assessment/methodology used to determine potential success of the project. - Proposer has provided methodology for marketing the project/service to ensure ongoing success.	(0-5)	25	4.0	4.0	0.0	5.0	2.0			100.0	100.0	0.0	125.0	50.0	0.0
5. Financial Stability	(0-5)	5	3.8	3.8	0.5	4.5	2.0			18.8	18.8	2.5	22.5	10.0	0.0
6. References	(0-5)	5	3.5	4.5	0.0	5.0	1.5			17.5	22.5	0.0	25.0	7.5	0.0
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					5			0.0	0.0	0.0	0.0	50.0	0.0
Within CSRA	5	6								0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	5	4			5					0.0	0.0	20.0	0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2		5		5				0.0	10.0	0.0	10.0	0.0	0.0
• All Others	5	1	5							5.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			23.8	25.8	7.5	29.0	16.0			251.3	281.3	62.5	322.5	202.5	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
8. Presentation by Team	(0-5)	10								0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5								0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)										**Cost/Fee Proposal Consideration**					
Highest Revenue	5	10				5.0				0.0	0.0	0.0	50.0	0.0	0.0
Second	5	6		5.0						0.0	30.0	0.0	0.0	0.0	0.0
Third	5	4	5.0							20.0	0.0	0.0	0.0	0.0	0.0
Forth	5	2								0.0	0.0	0.0	0.0	0.0	0.0
Fifth	5	1								0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	0.0	5.0	0.0	0.0		20.0	30.0	0.0	50.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
Total Cumulative Score (Maximum point is 500)			28.8	30.8	7.5	34.0	16.0	0.0		271.3	311.3	62.5	372.5	202.5	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/21/22

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/21/22

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

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

Internal Use Only

Evaluator: Cumulative Date: 11/21/22

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/21/22

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

November 21, 2022

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

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

Dear Ms. Sams:

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

Respectfully,

Herbert L. Judon Jr.

Herbert Judon, Jr., AAE, IAP
Executive Director

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

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

TAILWIND MC LLC
408 LANDMARK DRIVE
WILMINGTON, NC 28412

DJRS WATER ICE
DEON JONES
264 DEERFIELD LANE
AUGUSTA, GA30907

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

CAFE 209
566 BROAD STREET
AUGUSTA, GA 30901
RETURNED MAIL

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

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

DIANE JOHNSTON
AUGUSTA REGIONAL AIRPORT

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

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

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

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

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

WHIPPED CREAMERY
514 OXBOW DRIVE
GROVETOWN, GA 30813
RETURNED MAIL

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

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

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

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

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

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

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

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

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

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

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

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

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

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

PAGE 1 OF 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CAROLINA CONCESSIONS
1907 ALAN AVENUE
AIKEN, SC 29801

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

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

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

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

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

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

VERY VERA
3113 WASHINGTON ROAD
AUGUSTA, GA 30907
RETURNED MAIL

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

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

JIN XI QIU
624 CLOVER AVENUE
COMER, GA 30629

TASTEFULLY YOURS
2204 ELLIS STREET
AUGUSTA, GA 30904
RETURNED MAIL

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

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

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

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

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

GERARD BRYANT
FLAVORS2010
2490 CORAL COURT
AUGUSTA GA 30904

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

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

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

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

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

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (7)

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

Add Supplier

Supplier Details

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

Remove

Documents

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

FYI: Process Regarding Request for Proposals

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

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

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

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Commission Meeting

February 21, 2023

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

Department: Augusta Regional Airport

Presenter: Herbert Judon

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

Background: The Augusta Regional Airport is currently embarking upon a terminal rehabilitation (expansion) that will add approximately 1,800 square feet to the terminal boarding area and more importantly reconfigure gates 3 and 4 to allow acceptance of passenger boarding bridges. The Airport has a total of six (6) aircraft boarding gates. Of the six (6) gates, the Airport currently has two (2) operational passenger boarding bridges (purchased in 2019) installed at gates 1 and 5.

When the current terminal building was built in 2011, gates 3 and 4 were designed for propeller-driven aircraft which could not use boarding bridges and required passengers to walk out of the terminal building and access the aircraft on the tarmac via towed stairs or extended aircraft stairs. That made sense at the time. However, these propeller-driven aircraft are now obsolete and no longer in the fleet of US legacy carriers.

This design and subsequent construction of the current terminal rehabilitation (expansion) project is being fast tracked and expected to be completed by mid-year 2023. The passenger boarding bridges are an essential element of the project. However, they will be procured separately. There is a significant lead time associated with the procurement, manufacture, shipping, and installation of the passenger boarding bridges.

Therefore, the purpose of this not-to-exceed purchase approval is to allow Airport staff to initiate the above-mentioned actions with the vendor, JBT Aero Tech Corporation, to align the timing of the manufacture, delivery and installation of the passenger boarding bridges with that of the construction.

Analysis: This request is contingent upon the approval of a sole source process by the Augusta Richmond County Procurement Department. The current bridges were built and purchased from JBT Aero Tech Corporation (JBT). Therefore,

	it is the Airport's desire for "standardization" with the purchase of the n bridges.
Financial Impact:	The funds are available via the Airport enterprise fund balance.
Alternatives:	To deny.
Recommendation:	Recommend approval. Approved by Augusta Aviation Commission on May 26, 2022.
Funds are available in the following accounts:	551081302-5421110
REVIEWED AND APPROVED BY:	N/A

DATE: November 3, 2022
QUOTE 4259-D
VALIDITY DATE April 15, 2023

"JBT Aerotech, acting through its, Jetway Systems Business Unit"

PROPRIETARY AND CONFIDENTIAL

QUOTATION

CITY OF AUGUSTA

AUGUSTA REGIONAL AIRPORT

JETWAY SYSTEMS®
1805 WEST 2550 SOUTH
OGDEN, UT 84401

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

JOHN BEAN TECHNOLOGIES CORPORATION -CONDITIONS OF SALE

ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

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

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

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

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

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

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

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

   a. Terms are net 30 days subject to credit approval.

   b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.

3. PRICE: This is a firm fixed price contract. Prices are FOB Origin (Ex-Works) unless noted otherwise on the quotation. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.

4. TAXES/DUTIES: State sales and/or use taxes, and duties or import/export fees are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid. Unless otherwise specified in Seller's quotation, duties fees, charges or assessment of any kind levied by any governmental authority of the destination country outside of the USA will be the responsibility of the Buyer

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

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

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

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

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

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

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

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

b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.

c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages.

d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.

e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.

f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.

g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.

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

13. **PATENT INFRINGMENT:**

a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.

b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

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

15. **TERMINATION BY BUYER:** Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.

16. **STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Seller's quotation.

17. **LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.

18. **MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.

19. **DISPUTES AND GOVERNING LAW:** This contract is set forth in the English language.

    a. For Domestic Buyers: This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.

    b. For International Buyers: This contract shall be governed under the laws of England. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interest, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's senior management within ninety (90) days after a party's initial notice of the dispute, the parties agree to resolve the dispute in accordance with the Rules of Arbitration of the International Chamber of Commerce and binding arbitration in London. This clause shall not preclude the parties from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy in relation to any dispute arising in connection with this contract.

20. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Except as provided below, neither party may assign this contract or delegate its performance thereunder by subcontract or other instrumentality, in whole or in part, without the prior written consent of the other party. However, the Seller may assign this contract to any subsidiary, affiliate, or successor in interest without the consent of the Buyer and will promptly notify the Buyer following any such assignment.

21. **CONFIDENTIALITY:** The parties acknowledge that during the execution of this Contract each party will provide confidential information to the other. Any confidential information will be expressly identified as such on its face or identified as such in writing no later than ten (10) working days after first disclosure. Both parties agree that such information is and will remain the property of the originator and will use the information only for the intended purpose and protect the confidential information from disclosure to other person, and entities. Confidential information shall not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; (d) is required by law to be disclosed; or (e) is independently developed by the receiving party who did not have access to the Confidential Information.

22. **LIMITATION OF LIABILITY:**

    a. Notwithstanding anything to the contrary elsewhere herein, in no event shall Seller's total aggregate liability under or in relation to this contract exceed the amount paid to Seller hereunder or USD $1,000,000 whichever is lesser.

b. Seller will not be liable in contract or in tort (negligence or strict liability), directly or otherwise for lost profits, loss of goodwill or opportunity, or for any indirect, special, incidental, or consequential damages, arising out of or related to this contract, including but not limited to, loss of use, business interruption or delay of production.

23. **SOFTWARE:** Seller hereby grants to Buyer a non-exclusive, non-transferable, and non-sublicensable license to use the PLC control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled, or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.

24. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.

25 **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

Offered By: B

Title: PRESIDENT - JETWAY SYSTEMS

Date: 11/1/2022

Accepted By:

Title:

Date:

Appendix to Quotation 4259-D

Augusta Regional Airport

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

Passenger Boarding Bridge

Beckhoff PLC with HMI
HMI / Override Switch, Keyed
Remote Column Disconnect
Low Rider Wheel Bogie
Solid Tires
10' Vertical Lift - Upper Drive Column
½" Roof Insulation - (A3 68/141)
Service Platform Light - LED
1500 CFM Rotunda Mtd. Ventilator
Aluminum A-Tunnel Handrail - Both Sides
Canopy Forward Drive - Interlock - (AD)
CE Floor - CE Bumper - w/737 Cutout
Aluminum Subflooring - Bubble
Console Operators Switch - Keyed
Service Door Lock set - Simplex® Unican 1000-1
Galvanized Curtains - Double Vision Panels in Cab
Joystick - 2 Quadrant
Service Door Kickplate Outside - SST
Roof Ladder - Galvanized
Lighting LED Package, All Lights
Emergency Lights w/ Battery Back-Up
Marine Plywood Subfloor, with first 4' of C-Tunnel Fiberglass Coated
Floor Covering, Norament Flooring - Arago 5176 3 x 6 Peace, tunnels and ramps
Rib Rubber - (Cab/Bubble Flooring)
Operator Stop Button - Mushroom
Par 38 Floodlight Assy - LED
Receptacles (Cab,Corr,LwrDr) - 20 Amp GFI
Rotunda Lighting - LED
Single Strap - Hurricane Tie Down
Slowdown Infrared Sensor
Service Stair and Landing w/ deckspan treads
Wallboard
Surveillance Camera (CCTV) - Rotunda Mounted
Saloon Style Cab Door, half glass
Ceiling Tiles - White
Cabling and Circuit Breakers for PCA/GPU across the PBB
Bridge Cool Plenum/Diffuser and controls
Safety Features - Wheel Protection, E-Stops, Beacons
KCI Baggage Conveyor

JetPower III - 90 KVA/28.5 VDC Combination Unit

Single Output 90 KVA
Single Output 28.5 VDC
External Data Communications RS-485
Bubble Mount Mounting Brackets
Bridge Interface Components
Tunnel Mounted - Hoist
Cab Mounted - Hoist
Dual Output Controller - wheel bogie mount
400 Hz Output Cable, 60' with Replaceable Head
28.5 VDC Output Cable 50' banded

JetAire SJ 90 (45 Ton)

Pre-Cool Outle on PCA
Mounting Brackets - Roof
Pushbutton Controller
Hose Reel, left side mounting
Extension Hose Reel
Hose Kit, 60' with aircraft adapter
Hose Kits, 60' Extension Hose with aircraft adapter
Rigid Duct for Pre-Cool and Aircraft cooling
Condensate Hose through Dog Legs
Aircraft Temperature Probe

Print Form

Augusta GEORGIA

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

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

Commodity: AircraftBoardingBridges

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

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

_____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

PBS 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

PBS 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

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

Department Head Signature: Nelson L. Judon Jr Date: 2/6/2023

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

Administrator Approval: ~~(required)~~ / ~~not required~~ Date: _____

COMMENTS: Requires Commission Approval sp

Rev. 09/10/12

Augusta Regional Airport

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

MEMORANDUM

DATE: February 6, 2023

TO: Geri Sams, Procurement Director

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

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

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

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

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

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

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

Commission Meeting

February 21, 2023

Scoring Towers at Diamond Lakes

Department:	Central Services
Presenter:	N/A
Caption:	Motion to **approve $850,000** for the repairs of the drain pipes and bathrooms in the Diamond Lakes Scoring Towers with a funding source to be identified at the Commission meeting next week. **(Approved by Public Services Committee February 14, 2023)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

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

Ms. Bonner,

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

Mayor Davis and Augusta Commissioners,

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

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

Thanks,

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

Augusta GEORGIA

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AED:104.1

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

MEMORANDUM

Date: December 8, 2022

To: Commissioner Brandon Garrett
Commissioner Alvin Mason

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

From: Takiyah A. Douse, Interim Administrator

Subject: Diamond Lakes Scoring Towers Timeline

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

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

***November, 2012** Exhibit #1*
Parks and Recreation (P&R) advertised bid #12-222. Scope of work included replacing ceramic tile flooring with liquid applied waterproof flooring compound. Bids received were over budget, thus no work was completed to rectify the problem.

June, 2018 Exhibit #2
Initial email notice of drainage issue was communicated from Gary Hegner, Parks and Recreation (P&R) Deputy Director, to Takiyah Douse, Central Services Department Director (CSD), reporting water leaks in several areas throughout the adult tower. A CSD in-house assessment was conducted and remediation efforts were attempted.

October, 2018
Site visits and staff communications proved efforts made were not successful.

November, 2018 – April, 2019 Exhibit #3

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

Bid Item 19-147 Advertised

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

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

February, 2019 Exhibit #4
As an emergency, Universal Plumbing (PO #369032) was engaged to provide and install labor and materials to replace all roof drain floor sinks on 2nd floor of both buildings, replace surrounding concrete to grade and jetting drainage system to assure proper operation for $54,392.00.

March, 2019 Exhibit #5
Cranston Engineering, original engineering firm of record, was engaged for consultative professional services ($2,280) associated with the drainage and flooring issues at the Diamond Lakes scoring towers to include site visits, drainage improvement recommendations, flooring surface improvement reviews and recommendations, and coordination with construction and owners' teams.

June, 2019
Flooring work associated with bid #19-147 substantially completed by CMI.

July, 2019 Exhibit #6
CSD staff was tasked with SR #151280 and completed repairing any damage in the restrooms resulting from the leaks (to include drywall, ceiling tiles, etc).

March, 2020
COVID-19 shut down

June, 2020
Notice of additional debris found in plumbing

September, 2020 Exhibit #7
Universal Plumbing was procured to complete a video inspection of Diamond Lakes Towers 1 & 2 as a result of above June 2020 notification (P3995350) for the amount of $1,120.00

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

March, 2021 Exhibit #8

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

May, 2021 Exhibit #9

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

July, 2021 Exhibit #10

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

August, 2021 Exhibit #11

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

March, 2022 Exhibit #12

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

May, 2022 Exhibit #13

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

Exhibit 1

Augusta GEORGIA

Recreation, Parks and Facilities Department

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

MEMORANDUM

TO: Ms. Geri Sams, Procurement Director

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

DATE: January 17, 2013

SUBJECT: Bid Item 12-222 Diamond lakes Scoring Towers

Ms. Sams:

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

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

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

RMA

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

18 JAN '13 PM 8:21

Augusta Recreation, Parks, and Facilities Department
2027 Lumpkin Road, P.O. Box 5605, Augusta, GA 30916-5605
(706)821-2426 – Fax (706) 796-5977
WWW.AUGUSTAGA.GOV

Exhibit 1

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

VENDORS	Attachment B	E-Verify #	SAVE Form	Addendum 1	Original	4 Copies	Bid Bond	Bid Amount
RPI 1810 E Wylds Road Augusta, GA 30909								
CMI 1875 Killingworth Road Augusta, GA 30904								
Ammar Construction 4211 Smithfield Creek Evans, GA 30809								
E & D Coating 2001 Mills B Lane Blvd Savannah, GA 31405	Yes	44759	Yes	Yes	Yes	No	Yes	Non Compliant
Metro Waterproofing 2935 Alcove Drive Scottdale, GA 30079	Yes	67730	Yes	Yes	Yes	Yes	Yes	$99,962.00
Blount's Complete Home Services 2907C Tobacco Road Hephzibah, GA 30815								
Turner Mechanical 12384 Atomic Road Beech Island, SC 29842	Yes	229799	Yes	Yes	Yes	Yes	Yes	$145,000.00

Exhibit 2

From: Lonnie Wimberly
To: Taklyah A. Douse, Glenn Parker
Cc: Joanie Adams; Ronald Houck; Michael Myles; Robert Martin; Gary S. Hepner
Subject: RE: DL Adult Tower - Water Leak
Date: Friday, October 26, 2018 5:49:34 PM
Attachments: image001.png

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

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

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

Sincerely,

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

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

Exhibit 2

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

Glenn,

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

Do you concur?

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

TAD

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

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

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

Robert,

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

TAD

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

Exhibit 2

Wimberly <LWimberly@augustaga.gov>
Subject: RE: DL Adult Tower - Water Leak

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

From: Takiyah A. Douse
Sent: Wednesday, October 24, 2018 12:06 PM
To: Gary S. Hegner <GHegner@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>
Cc: Robert Martin <RMartin@augustaga.gov>; Joanie Adams <JDAdams@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>
Subject: RE: DL Adult Tower - Water Leak

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

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

TAD

From: Gary S. Hegner
Sent: Tuesday, June 26, 2018 7:51 AM
To: Glenn Parker <GParker@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>
Cc: Robert Martin <RMartin@augustaga.gov>; Joanie Adams <JDAdams@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>
Subject: FW: DL Adult Tower - Water Leak

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

Gary Hegner

Gary Hegner, CPRP, CPO
Deputy Director-Parks Division
Augusta Recreation and Parks Department
2027 Lumpkin Road Augusta, GA 30906

706.842.2680 office / 706.825.6622 cell

#GOaugusta

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

Our Vision:

Exhibit 2

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

From: Lida Gregg
Sent: Monday, June 25, 2018 10:39 PM
To: Robert Martin <RMartin@augustaga.gov>; Gary S. Hegner <GHegner@augustaga.gov>; Darrell Bennett <dbennett@augustaga.gov>; Christopher P. Yount <CYount@augustaga.gov>; Glenn Parker <GParker@augustaga.gov>
Subject: DL Adult Tower - Water Leak

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

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

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

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

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

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

Exhibit 2

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

Thanks for any help you can provide!

Lida L. Gregg

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

From: 7068361314@vzwpix.com <7068361314@vzwpix.com>
Sent: Monday, June 25, 2018 9:06 PM
To: Lida Gregg
Subject: [EXTERNAL]

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

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Exhibit 3

SECTION II
SCOPE OF SERVICES

BACKGROUND:

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

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

SCOPE OF SERVICES:

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

Floor Replacement

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

- The Garland Company - Dura-Walk PS
- Hydro-Stop – Traffic Coat System
- Dex-o-Tex - Auto Dex V

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

Drain System

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

Exhibit 3

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 600, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO. 19CSS725

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
05/01/19	81120		2316388

VENDOR #	E-VERIFY #	EMAIL
16627	225306	

VENDOR
CONTRACT MANAGEMENT INC. (CMI)
P.O. BOX 3833
AUGUSTA, GA 30914

ATTN: CO #1
BID NUMBER: 19147

CONTRACT #: 19CSS725
BUYER: NANCY

SHIP TO:
CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 600
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2300

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION

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

Pay Inv.# 19CSS725-3
$ 235,885.50

DIRECTION: 9/16/19 INITIALS

ENCUMBRANCE

Rev Appr Rej By Date 8/21/19

Rev Appr Rej By Date 8/21/19

Rev Appr Rej By Date 8/21/19

CONDITIONS - READ CAREFULLY
1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes
2. Shipping charges prepaid by vendor
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will receive 0 invoices.
6. Process weeks deliveries between 8 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL..... 528,402.50

APPROVED FOR ISSUE

PROCUREMENT DIRECTOR

REQUISITIONER

Exhibit 3

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

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

Draw ID	Work Order	Ship Date
3		

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

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

Ship Via
None

1	Pay Request #3 (7-1-19) **Final Invoice** for Repair Diamond Lakes Scoring Towers Deck and Drain Repair. Original P.O. 19CSS725 - Down total	1.00	ea	226283.00	226,283.00
2	Lowered all roof drains to accomadate new flooring system per specification on Towers 1 and 2. (Universal Plumbing)	2.00	ea	4,175.00	8,350.00
3	CMI Overhead & Sub Mark-up	15	ea	8,350.00	1,252.50
	Subtotal				9,602.50

Amount Billed	$235,885.50
Retainage Held	
07-11-2019	$235,885.50

Exhibit 3

Contract Management, Inc.
1629 Killingsworth Road
P.O. Box 3833
Augusta, GA 30904

Invoice Date	Customer ID	Invoice ID
06-18-2019	AUGUSTAACT	P.O. 19CSS725-2
Draw ID	**Work Order**	**Ship Date**
2		

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

Job Location:
Diamond Lakes Deck/Drain Repair
Bid Item #19-147
Augusta, GA 30901

Ship Via
None

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

Amount Billed	$137,117.00
Retainage Held	
07-17-2019	$137,117.00

Exhibit 3

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

Invoice Date	Customer ID	Invoice ID
05-22-2019	AUGUSTAACT	P.O. 19CSS725-1

Draw ID	Work Order	Ship Date
1		

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

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

Ship Via
None

1	Pay Request #1 (5-22-19) for Repair Diamond Lakes Scoring Towers Deck and Drain Repair. Down total	516000.00	ls	.30	155,400.00
					155,400.00

Amount Billed $155,400.00

Retainage Held

06-01-2019 $155,400.00

Exhibit 4

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 806, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

DATE	DEPARTMENT	VENDOR PHONE #	PURCHASE ORDER NO.
03/15/19	061474		P369032
VENDOR #	**E-VERIFY #**	**EMAIL**	**REQUISITION/QUOTE NO.**
549	475934		R314593

VENDOR
UNIVERSAL PLUMBING CO
2415 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904-4982

ATTN: EMERGENCY
BID NUMBER:
CONTRACT #:
BUYER: DOREEN

SHIP TO:
RECREATION DEPARTMENT ADMIN.
2027 LUMPKIN ROAD
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 806
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2376
(706) 821-2336

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION

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

CONDITIONS - READ CAREFULLY

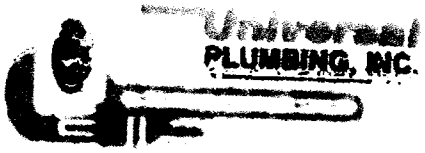
1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor
3. Payment will be made on complete shipments only unless otherwise requested
4. DELIVERY TICKET MUST ACCOMPANY GOODS
5. No back orders. We will reorder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

NET TOTAL..... 54,392.00

APPROVED FOR ISSUE
G A Sams
PROCUREMENT DIRECTOR

VENDOR COPY

Exhibit 4



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

Proposal Submitted — Date

Street

City, State, and Zip Code — Job Location

Acceptance of Proposal

We hereby submit specifications and estimates for:

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

Payment to be made as follows: _____ ***as work*** $

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

Presented by Claudia Jones — ***Acceptance***

Title ***Manager*** — ***Date***

Exhibit 5

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

AUGUSTA, GEORGIA
TAKIYAH DOUSE
2760 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

Invoice number 46462Revised
Date 04/23/2019

Project 2019-0125 DIAMOND LAKES PARK SCORING TOWER IMPROVEMENTS

Email: tdouse@augustaga.gov

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

Labor

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

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
46462Revised	04/23/2019	2,280.00	2,280.00				
	Total	2,280.00	2,280.00	0.00	0.00	0.00	0.00

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

Exhibit 6

Service Request

Request ID: 151280

Description: Roof Issue

Work Order ID:

Status: CLOSED

Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815

Department/Loc: CENTRAL SERVICES

District: 30815 Zip Code

Site ID: Sid-66108

Basin: SPIRIT CREEK

Initiated By: USER, FORMS SR

Initiated Date: 8/5/2019 8:48:05AM **Priority:** 3

Manager: JOHNSON, ERIC

Supervisor: WOOLFOLK, GREGORY

Closed By: JOHNSON, ERIC

Date/Time Closed: 8/2/2019 2:18:32PM

QUESTION	RESPONSE

Caller Information:

Last Name	First Name	Address	Home Phone	Cell Phone	EMAIL
JOHNSON	ERIC	, ,	706-564-9326		UNKNOWN@UNKNOWN.COM

LABOR NAME	START TIME	FINISH TIME	HOURS
HERNANDEZ, ANTHONY	7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	40.00
WOOLFOLK, GREGORY	7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	40.00
BOATNER, PATRICK	7/30/2019 8:24:00AM	7/30/2019 8:24:00AM	16.00

Exhibit 6

Request ID: 151280 **Work Order ID:**

Description: Roof Issue **Status:** CLOSED

Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815

Department/Loc: CENTRAL SERVICES **Site ID:** Sid-66106

District: 30615 Zip Code **Basin:** SPIRIT CREEK

Comments:

BY: USER, FORMS SR, 6/5/2019 8:48:06AM
/*CSR/311 SR#: 19-00032236 - Jun 05, 2019 08:48:05 - (Repair ceiling at the Youth Tower)
Q: Customer Name A: Eric Johnson
Q: Contact Number A: 706-821-2300
Q: Location? A: Diamond Lakes Youth Tower
Q: Is there a leak? A: Yes
Q: Where is it leaking? A: Yes
Q: Can you contain it? A: Yes
Q: Preferred method of follow-up? A: No*/

BY: WOOLFOLK, GREGORY, 6/7/2019 8:47:09AM
Waiting on po to start the job

BY: WOOLFOLK, GREGORY, 6/14/2019 11:54:14AM
Picked up material to start use tower at diamond Lakes still on hold building is still leaking waiting for approval to start work

BY: WOOLFOLK, GREGORY, 6/25/2019 8:43:10AM
Boys and girls bathroom ceilings are done to include the janitors closet do not install ceiling tiles per Mr. Wimbly Mike and Mr. Johnson

BY: WOOLFOLK, GREGORY, 6/25/2019 3:48:31PM
Waiting on men's and women's side to do next

BY: WOOLFOLK, GREGORY, 7/9/2019 12:54:20PM
Got qouate for men's and women's tower

BY: JOHNSON, ERIC, 7/12/2019 1:14:40PM
Cannot complete ceiling until flooring is completed.

BY: WOOLFOLK, GREGORY, 7/15/2019 10:06:33AM
Tower floor has been completed will pick up material for the job tomorrow will start the job when Anthony Hernandez returns

BY: WOOLFOLK, GREGORY, 7/15/2019 10:06:33AM
Pick up material 716 2009 or 717 2009

BY: JOHNSON, ERIC, 7/22/2019 11:38:05AM
Sent Quote to purchase paint 07/22/19 to Quote.com

Request ID: 151280

Work Order ID:

Description: Roof Issue

Status: CLOSED

Exhibit 6

Problem Address: 4335 Windsor Spring Rd
Hephzibah, 30815

Department/Loc: CENTRAL SERVICES

District: 30815 Zip Code

Site ID: Sid-66108

Basin: SPIRIT CREEK

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

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

SR Details:

Exhibit 7

REQUISITION/QUOTE NO
R336956

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS AND PACKAGES

CONTRACT #:
BUYER: JACQUI

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2378
(706) 821-2336

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

[illegible]	[illegible]	[illegible]	PRODUCT ID	DESCRIPTION	[illegible]	AMOUNT
0001				DIAMOND LAKES TOWERS 1 & 2 VIDEO INSPECTION 272-01-6210/54-25310	1,120.00	1,120.00

NET TOTAL..... 1,120.00

APPROVED FOR ISSUE

PROCUREMENT DIRECTOR

REQUISITIONER

Exhibit 7
P399350

Universal PLUMBING, INC.

Quick Response
Flat Rates
Since 1985

706.738.4424

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

Proposal Submitted: AUGUSTA RICHMOND CO. Date: 8/21/20

Street: 4335 WINDSOR SPRINGS RD.

City, State, and Zip Code: AUGUSTA GA.

Job Location: DIAMOND LAKES BASEBALL FIELD

Acceptance of Proposal: TOWGAS 1 & 2

We hereby submit specifications and estimates for:

(1) DRAIN CLEANING FOR TOWGAS 1 & 2.

(2.) TO DISASSEMBLE AND REASSEMBLE SECTIONS OF PIPING AND PIPING ARRANGEMENTS AS NEEDED TO EFFECTIVELY JET & CLEAN MAIN DRAINAGE SYSTEMS.

(3) TO VIDEO INSPECT SYSTEM TO DETERMINE AREAS OF CALCIFICATION WHERE A DIFFERENT METHOD OF CLEANING MIGHT BE NECESSARY.

NOTE: COST IS REFLECTIVE OF VIDEO INSPECTION ONLY.

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: One thousand one hundred twenty dollars $ 1120.00

Payment to be made as follows:

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

Presented by Claudia Jones *Acceptance*

Title Manager *Date*

Exhibit 8

Takiyah A. Douse

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

Takiyah, i have no words to express my regret for this outcome as I do understand that business must continue in spite of.
I will say that I had spoken with Mr. White relative to my attempts to secure a contractor with the equipment necessary for the removal of the substances that have introduced in the piping both granulated and attached to the walls of the drainage system. After many attempts and conversations we finally had an appointment at 9:30 tomorrow morning. With that being said, and because of the history of this project along with my knowledge of the different stages, I will be more than happy to share this history with the newly contracted vendor. I can meet on site as well as bring the section of piping that has been removed from the system for clarification of the source of the blockages.
Our concern at this point is that of a favorable resolution, and that our company is willing to assist in any way we can to alleviate this prolonged issue.

Thanking you in advance,

Larry
CEO
706.738.4424
2415 Milledgeville Rd.
Augusta, GA 30904

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

Mr. Jones,

Your services are no longer needed on this project.

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

Takiyah

Exhibit 8

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

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

Sent from my Verizon, Samsung Galaxy smartphone

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

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

Mr. Jones,

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

TAD

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

Mr. Jones,

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

Exhibit 8

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

Thanks,
Takiyah

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

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

–

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

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

Exhibit 9

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 508, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2077
PHONE (706) 821-2422

Page 1 of 1

DATE	DEPARTMENT		PURCHASE ORDER NO.
07/22/21	216210		2419324
VENDOR #	BIDDER'S #	EMAIL	REQUISITION NO.
16627	225306		2249285

VENDOR

CONTRACT MANAGEMENT INC. (CMI)
P.O. BOX 3833
AUGUSTA, GA 30914

ATTN:
BID NUMBER:
CONTRACT #:
BUYER:

SHIP TO:

CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

BILL TO:

AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 500
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2070
(706) 821-2500

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING INSTRUCTIONS.

0001	1		PER L.SANDERSON CHECKED OBJECT CODE TO 5413120 07/22/21 JB SECOND FLOOR CONCRETE AND TILE DECK OF DIAMOND LAKES COURTESY TOWERS (ADULT & TOWER) REPAIRS 272-01-6210/54-13120	17,812.52	17,812.52

Rev Appr Rej By [illegible] Date 7/26/21

Rev Appr Rej By ____ Date ____

Rev Appr Rej By ____ Date ____

EMAIL
DATE 7/26/21 INITIALS SJB

CONDITIONS - READ CAREFULLY

1. This purchase is exempt by statute from payment of Federal, State, and Municipal sales and use taxes
2. Shipping charges prepaid by vendor
3. Payment will be made on complete shipments only unless otherwise requested
4. DELIVERY TIMES MUST BE MINIMUM GIVEN.
5. No back orders. We will monitor if available
6. Please make deliveries between 8 A.M. and 4 P.M.
7. All goods purchased with expressed conditions to inspect and return at Vendor's expense if defective or not in compliance with our specifications
8. Indicate delivery if necessary
9. Payment Net 30 or according to contract

NET TOTAL..... 17,812.52

APPROVED FOR ISSUE

REQUISITIONER

PROCUREMENT DIRECTOR

Exhibit 9

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

Invoice Date	Customer ID	Invoice ID
06-22-2021	AUGUSTAACT	M2021-011-1

Draw ID	Work Order	Ship Date
1		

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

Job Location:
Diamond Lakes Drains
4335 Windsor Spring Road
Hephzibah, GA 30815

Ship Via
None

1	Diamond Lakes - Repair Adult Tower #1 (Time & Materials)				
2	Materials (See attachment)	1.00	LS	369.07	369.07
3	Labor (See attachment)	1.00	ls	8,506.00	8,506.00
4	Equipment (See attachment)	1.00	ls	1,000.00	1,000.00
5	Mark-up (20%)	9,904.07	ls	.20	1,980.81
	Subtotal				11,854.88
6	Diamond Lakes - Repairs Youth Tower #2				
7	Materials (See attachment)	1.00	ls	159.69	159.69
8	Labor (See attachment)	1.00	ls	3,780.00	3,780.00
9	Equipment (See attachment)	1.00	ls	1,000.00	1,000.00
10	Mark-up (20%)	4,939.69	ls	.20	987.94
	Subtotal				5,927.63
	Down total				17,812.51

Amount Billed $17,812.51

Retainage Held

07-02-2021 $17,812.51

Exhibit 9

CONTRACT MANAGEMENT, INC.
General and Mechanical Contractors

1829 Killingsworth Road
Augusta GA 30904
PO Box 3833
Augusta GA 30914
(706) 667-9033
(706) 667-9034
gregoryw@contractmgmtinc.com

December 8, 2022

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

Dear Takiyah A. Douse,

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

Adult Tower

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

Junior Tower

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

Exhibit 9

CONTRACT MANAGEMENT, INC.
General and Mechanical Contractors

1829 Killingsworth Road
Augusta GA 30904
PO Box 3833
Augusta GA 30914
(706) 667-9033
(706) 667-9034
gregoryw@contractmgmtinc.com

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

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

Respectfully,

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

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

Exhibit 9

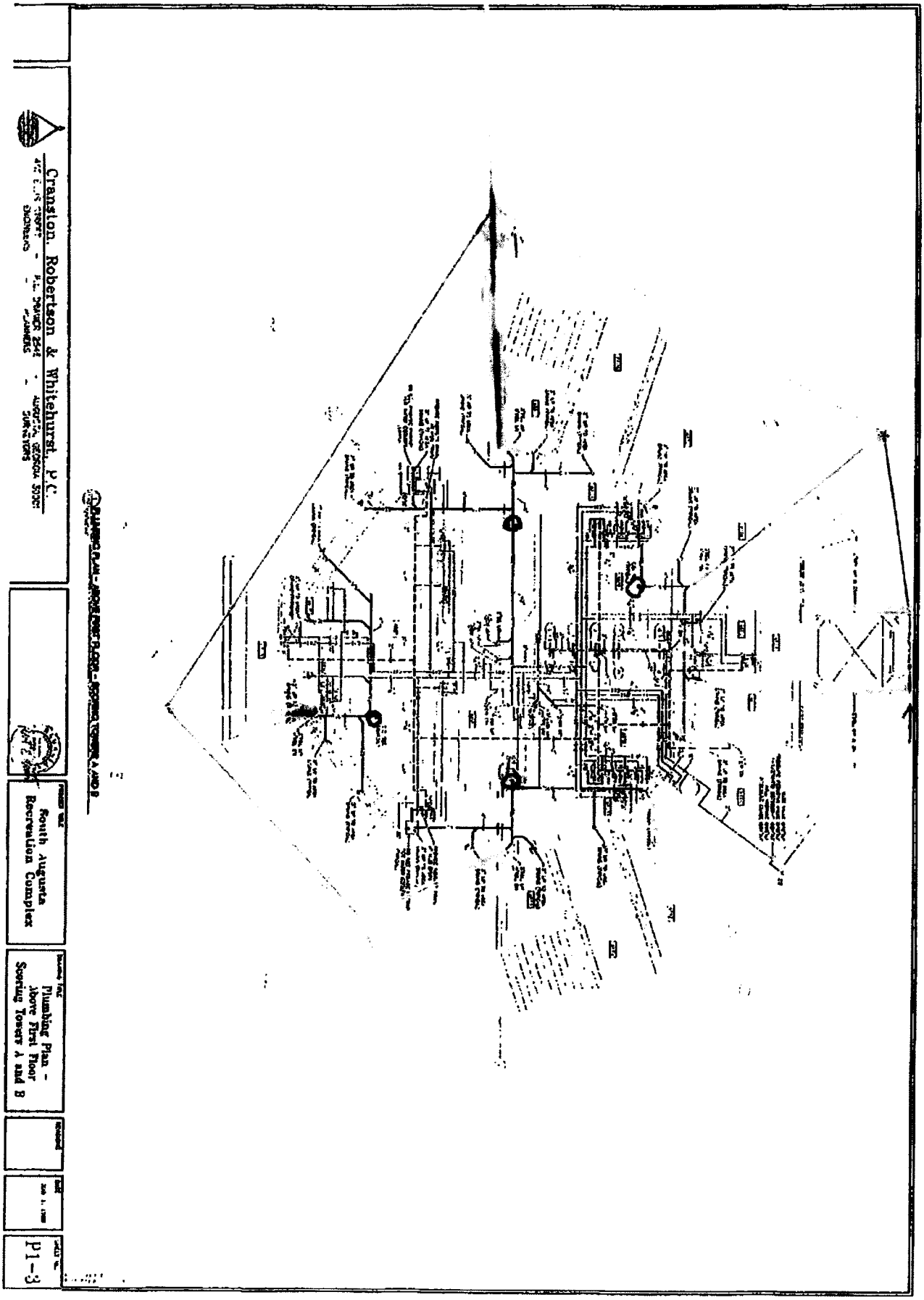

Cranston, Robertson & Whitehurst, P.C.
South Augusta Recreation Complex
Plumbing Plan - Above First Floor Scoring Towers A and B
P1-3

Exhibit 9

Exhibit 9

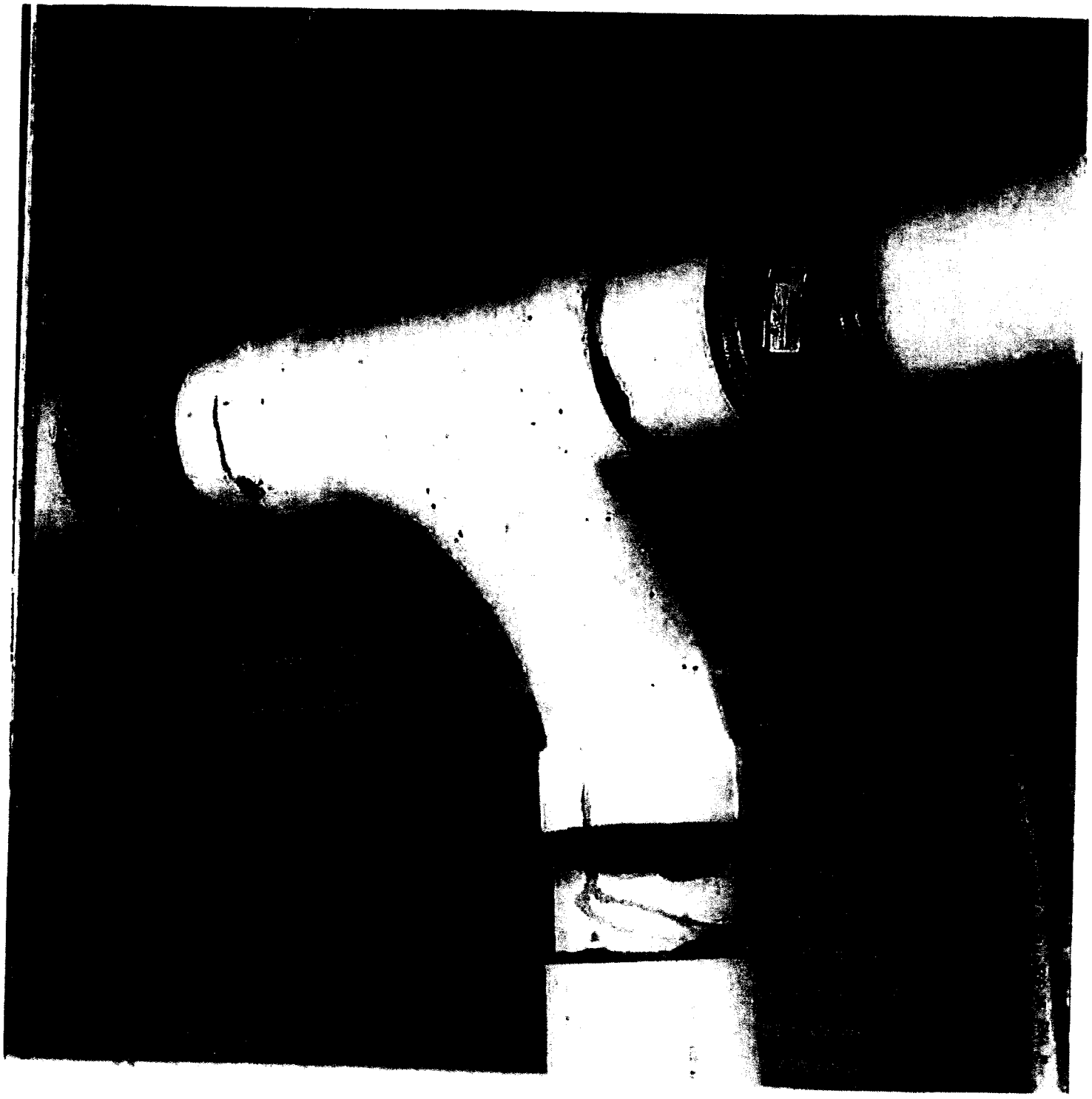


Exhibit 10

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 806, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2455

Page 1 of 1

PURCHASE ORDER NO.: P416700

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
07/07/21	016210	(803) 279-8862	R348461

VENDOR #	E-VERIFY #	EMAIL
11338		

VENDOR
DURA CLEAN OF NORTH AUG
1857 ROBIN ROAD
NORTH AUGUSTA, SC 29841

ATTN: EMERGENCY
BID NUMBER:
CONTRACT #:
BUYER:

SHIP TO:
CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 809
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2355
ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

0001	1	EACH		RED SCORING TOWER MOLD REMEDIATION - GREEN SCORING TOWER MOLD REMEDIATION 272-01-6210/54-13120	14,175.00	14,175.00

CONDITIONS - READ CAREFULLY
1 Tax purchaser is exempt by states from payment of Federal, State, and Municipal sales, excise and other taxes.
2 Shipping charges prepaid by vendor
3 Payment will be made on complete shipments only, unless otherwise requested
4 DELIVERY TICKET MUST ACCOMPANY GOODS.
5 No back orders. We will consider if available
6 Please make deliveries between 8 A.M. and 4 P.M.
7 All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications
8 Indoor delivery if necessary
9 Payment Net 30 or according to contract

NET TOTAL..... 14,175.00

APPROVED FOR ISSUE

REQUISITIONER

PROCUREMENT DIRECTOR

Exhibit 10

Duraclean

May 18, 2021

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

RE: Diamond Lake Regional Park Remediation Estimate

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

Based upon your concerns, Duraclean recommends the following:

Scope of Work:

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

Total Price $14,175.00
Due Upon Completion

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

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

Sincerely,
Blake Harrell
Operations Director

DL Abatement Quote Comparison

DuraClean	
Red (Adult)	Green (Youth)
Content - Clean and/or dispose *Clean content stored at Tower Aff HVAC Insulation Rm/Disp Aff Drywall Rm/Disp Hydrogen Peroxide App - Block Walls HP Cleaning/Removal -all walls HP Cleaning of all flooring 7 Dehumidifiers for 3 days 14 air movers for 3 days Atomized Anti-Microbial fogging of all areas	Atomized Anti-Microbial fogging
Both	
$14,175	

PureClean	
Red (Adult)	Green (Youth)
HEPA Vacuuming detailed Disinfect building Negative air fan/scrubber - 5 days 5 Dehumidifiers (24 hr) 10 air movers (24 hr) Clean floor or roof joist system in confined space Hazardouse waste/mold cleaning tech (4 hr) Hepa Filter [quoted per space/sqft]	
Only 1 building quoted	
$22,300.98	

CMI/MIE	
Red (Adult)	Green (Youth)
Rm/disp all ceilings (drywall & drop in) and duct insulation on grnd lvl Clean all walls, ceiling area, floor with FL for mold CMI to Supervise/assist	*No evidence of mold obs on upper side of ceiling or duct work on grnd lvl*
Sub cost only	$12,900
w/CMI and Markup	$16,458
$40,684	

RM/disp=Remove and dispose
Aff=affected
HP=High Pressure

Grnd lvl = Ground level
obs=observed

Exhibit 10

Item 3.

Exhibit 11

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

TAD

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

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

Thanks,

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

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

Lida,

Exhibit 11

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

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

TAD

From: Lida Gregg <LGregg@augustaga.gov>
Sent: Monday, August 23, 2021 2:50 PM
To: Takiyah A. Douse <TDouse@augustaga.gov>
Cc: Robert Martin <RMartin@augustaga.gov>; Maurice D. McDowell <MMcDowell@augustaga.gov>
Subject: DL Adult Tower - Update on Leaks

Hi Takiyah,

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

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

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

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

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

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

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

Lida L. Gregg, CPRP
Athletic Programs Coordinator

Exhibit 11

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

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

Exhibit 12

Service Request

Request ID: 271845

Work Order ID:

Description: Plumbing Issue

Status: CLOSED

Problem Address: 111 Diamond Lakes Way
Hephzibah, GA 30815

Department/Loc: CENTRAL SERVICES

District: 30815 Zip Code

Site ID: SID-96180

Basin: SPIRIT CREEK

Initiated By: USER, FORMS SR

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

Manager: SEARLES, ROY W

Supervisor: CUNNINGHAM, VIENCE E

Closed By: SEARLES, ROY W

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

QUESTION	RESPONSE

Caller Information:

Last Name	First Name	Address	Home Phone	Cell Phone	EMAIL
MARTIN	ROBERT	, ,	7068367560		RMARTIN@AUGUSTAGA.GOV

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

Exhibit 12

Request ID: 271845

Work Order ID:

Description: Plumbing Issue

Status: CLOSED

Problem Address: 111 Diamond Lakes Way
Hephzibah, GA 30815

Department/Loc: CENTRAL SERVICES

Site ID: SID-96180

District: 30815 Zip Code

Basin: SPIRIT CREEK

Comments:

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

Q: Caller Name?
A: Robert Martin
Q: Phone Number?
A: 7068367560
Q :Email?
A: rmartin@augustaga.gov
Q: What is the issue?
A: Other (see comments)
Q: Is there water on the floor?
A: Yes
Q: Is it leaking?
A: Yes
Q: Is it inside or out?
A: Inside
Q: Can you turn the water off?
A: No
Customer Comment: There is a leak from the ceiling in the electrical room where you turn the field lights on. Please call Wendell Gunter at 762-333-4639 or Robert Guy at 706-825-4665 for access.

BY: USER, FORMS SR, 3/1/2022 12:43:22PM

[CSR/311 SR#: 22-00008771 - Mar 01, 2022 11 43 21]

BY: CUNNINGHAM, VIENCE, 3/3/2022 11:01:37AM

There's a leak coming out one of the drains that was repaired by contractor

BY: CUNNINGHAM, VIENCE, 4/11/2022 3:40:57PM

This is on the contractor

SR Details:

Exhibit 13

AUGUSTA, GEORGIA

SUITE 606, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE ORDER

PURCHASE ORDER NO.	DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
P434867	05/19/22	061474	(706) 210-8624	R360954

VENDOR #	E-VERIFY #	EMAIL
16773		

VENDOR
HORIZON CONSTRUCTION & ASSOC.
P.O. BOX 798
EVANS, GA 30809

ATTN: EMERGENCY
BID NUMBER:
CONTRACT #:
BUYER:

SHIP TO:
CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION

ITEM #	QUANTITY	UNIT	PRODUCT NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1			CAP EXISTING DRAIN BASKET ON SECOND FLOOR. GRIND LEVEL AND LEVEL EXISTING DECK. RAISE DECK TO PITCH TOWARD OUTEREDGE OF DECK & CUT HOLE THROUGH EXTERIOR WALL TO ALLOW DRAINAGE INTO 4" GTTERS TYING INTO DOWN SPOUTS. DECK PITCH TOWARD DRAINS. DECK WILL BE SEAL COATED W/ADA APPROVE NONSLIP COATING. ALL SHEETROCK MISSING DUE TO DRAIN REPAIR WILL BE REPLACED & PAINTED. IRON DRAIN GRATES GROND FACILITY WILL BE REPLACED & NEW ADA APPROED GRATES WILL BE INSTALLED FOR DIAMOND LAKE SCORING TOWERS 272-06-1474/54-13120	449,979.88	449,979.88

CONDITIONS - READ CAREFULLY

1 The purchaser is exempt by statute from payment of Federal State and Municipal sales excise and other taxes
2 Shipping charges prepaid by vendor
3 Payment will be made on complete shipments only unless otherwise requested
4 DELIVERY TICKET MUST ACCOMPANY GOODS
5 No back orders We will reorder if necessary
6 Please make delivery between 8 A M and 4 PM
7 All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications
8 Indicate date of delivery if necessary
9 Payment Net 30 days according to contract

NET TOTAL..... 449,979.88

APPROVED FOR ISSUE
G A Sims

REQUISITIONER

PROCUREMENT DIRECTOR

Exhibit 13

Augusta GEORGIA

Central Services Department

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: May 11, 2022

SUBJECT: Emergency Memo

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

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

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

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

RL/mcrr

Exhibit 13

PROPOSAL [redacted]

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

Tel: (706) 719-5000

Date: May 10, 2022

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

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

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

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department
DEPARTMENT NUMBER 272-061474-5413120
DEPARTMENT HEAD

PURCHASING DEPARTMENT
REQUISITION

REQUISITION
REQUISITION DATE 5/11/2022H
PURCHASE ORDER NUMBER
PURCHASE ORDER DATE

	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
VENDOR	Horizon Construction		
PHONE NUMBER	706-719-5000		
QUOTED BY			

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

Exhibit 19

Exhibit 13

Augusta
GEORGIA

Office of the City Administrator

Takiyah A. Douse
Interim City Administrator

May 3, 2022

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

Dear Director Lampkin:

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

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

If you have any questions, please contact me.

In Service,

Takiyah A. Douse
Interim City Administrator

Exhibit 13

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

GL Budgets and Actuals with Encumbrances

Fiscal Year: 20
Fiscal Period: (
Budget Version: PI

Object	Description	Budget	Actual	Encumbrance	Bala
Org. Key: 272063474 Diamond Lake Regional Park					
Director: MCDOWELL					
Report To:					
5412110	Site Improvements	0.00	0.00	3,724.12	-3,72
5413120	Building Renovations	500,000.00	0.00	0.00	500,00
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	500,000.00	0.00	3,724.12	496,2
	Net:	-500,000.00	0.00	-3,724.12	-496,2
	Grand Total (RV & TI) by Fund: 272	0.00	0.00	0.00	
	Grand Total (EP & TO) by Fund: 272	500,000.00	0.00	3,724.12	496,2
	Net:	-500,000.00	0.00	-3,724.12	-496,2

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

Augusta Richmond County Georgia | 535 Telfair St., Suite 600 | Augusta, GA 30901
✉ tschroer@augustaga.gov | ☎ Office: (706) 821- 1741 | 🖷 Fax: (706) 821- 2520

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

Tim,

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

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

Thank you,

LaQuona Sanderson

Commission Meeting

February 21, 2023

Motion to approve the lease agreements for the 2023 - 2024 Sculpture Trail

Department:	Parks & Recreation Department
Presenter:	Brenda Durant, Executive Director - Greater Augusta Arts Council
Caption:	Motion to approve the lease agreements for art installations for the 2023 - 2024 Augusta Sculpture Trail.
Background:	The Greater Augusta Arts Council, after approval from the Augusta Commission, has initiated the second iteration of the Augusta Sculpture Trail. The agreements for temporary installation of the artists' artworks provide the framework for the art pieces on the Augusta Sculpture Trail.
Analysis:	The Sculpture Trail has been approved by the Augusta Commission.
Financial Impact:	The selected artists receive a stipend of $3,000 per piece of art.
Alternatives:	1. To approve entering into the agreements 2. To move to no action
Recommendation:	1. To approve entering into the agreements
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *CR Gray LLC*
Sculpture Title/Name: *Book Bench - A Novel Idea*

This agreement made this December 19, 2022 (date), for good and valuable consideration, by and between CR Gray LLC, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Book Bench - A Novel Idea that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $15000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $15000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

Printed Name: Craig Gray

Address: 10 1St Street

Key West, FL 33040

Email: craig@crgray.com

Phone: 305-432-6856

12/19/2022

Date

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

Jan 4, 2023

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Craig Gray, am the author of the following work of visual art, Book Bench - A Novel Idea which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

12/19/2022

Artist's Signature Date

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *James E. Weitzel*
Sculpture Title/Name: *Rise*

This agreement made this 12/1/22 (date), for good and valuable consideration, by and between James E. Weitzel, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Rise that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $12000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $9600 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

12/1/22
Date

Printed Name: JAMES E. WEITZEL

Address: 185 BAXTER WAY
FOREST CITY, NC 28043

Email: WEITZELART@AOL.COM

Phone: [redacted] 828-899-7000

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

EXHIBIT A	
Schedule Date:	**Activity:**
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, JAMES E. WEITZEL, am the author of the following work of visual art, Rise which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

12/1/22

Artist's Signature Date

Augusta Sculpture Trail 2023-2024

Downloaded by
Pax Bobrow

Wednesday, November 23rd 2022, 10:22am

Call ID: 2828939 Artist ID: 48069
Status: Accepted

Jim Weitzel

Contact

Partner	
Contact via	Cell Phone
Email	weitzelart@aol.com
Phone	828 8997000
Cell	828 8997000
Web Site	weitzelart.net
Mailing Address	185 Baxter Way Forest City NC USA 28043 6413

Custom Answers

Artist Certification- By checking this box, I affirm that I am the artist (or part of the artist team) who created the artwork being submitted for consideration in the Augusta Sculpture Trail. The artwork was created by me (or my team), and is my (our) original work of art.

I am the artist who created this sculpture

Sculpture Title/Description/InstallationAn artist may apply up to 5 times (for 5 separate pieces). Each application must be for one pre-existing sculpture only. We are not accepting works in progress, or plans for works. The review panel will be scoring individual pieces separately.Per sculpture application, please upload a document that is no longer than two pages, with the sculpture title, description, the media in which the sculpture was fabricated, date of creation, and its dimensions, weight, insurance valuation and sale price. Please include a description of how the work will be installed and attached to the cement base; e.g. with anchor bolts or similar devices.Note that all provided concrete bases will measure 4'x4'.Here's an easy checklist.1-2 page document. Include the following:-   Sculpture Title-   Materials/Medium-   Date of creation-   DIMENSIONS: Height, Width, Depth, Weight-   Insurance Valuation-   Sa Price-   INSTALLATION: Describe how artwork will be installed and attached to base/pedestal. Describe any special installation requirements (equipment, bolts, etc.).

doc..docx

CV/Resume/BioSubmit a current resume or similar document (no more than two pages in PDF format) that highlights your profession accomplishments as a sculptor whose work has been displayed publicly.

Weitzel Jim Resume.docx

Professional References (2-3)Provide the contact information for references that have in-depth knowledge of your art and professional reliability.

References 2021.docx

Local ResidenceIf you are a resident of the Central Savannah River Area, please upload a copy of your current, state-issued identification.Ten additional points (out of 100) will be given to residents of Richmond County, GA.Five additional points (out of 100) will be given to residents of the CSRA beyond Richmond County, GA.

Art Detail

Category	
Statement	

Call ID: 2828939 Artist ID: 48069
Status: Accepted

Jim Weitzel (Continued)

My current series of sculptures that are Wings in various sizes all made of sculpted copper, with steel, wood and sometimes leather additions. They evoke thoughts of Angels along with bird references. Wings recall many different things to everyone but for me they have this angelic quality, this idea of flight and our desires to lift ourselves above the sphere of earth. Who does not remember dreams of flying and that sense of ultimate freedom? These are the things that I am trying to express with my wings.

Rise
Copper with Patina and painted steel.
108" x 58" x 21"
Artwork for Sale: Yes
Price/Value: $12000.00
2020

Rise
Copper with patina and painted steel.
108" x 58" x 21"
Artwork for Sale: Yes
Price/Value: $12000.00
2022

WEITART-01 MELINDAF...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. SEE Premium Trust PO Box 936981 Atlanta, GA 31193-6981	CONTACT NAME: PHONE (A/C, No, Ext): (704) 892-6411 FAX (A/C, No): (704) 892-3266 E-MAIL ADDRESS:
INSURED Weitzel Art Jim Weitzel DBA 185 Baxter Way Forest City, NC 28043	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto-Owners Insurance Company — 18988 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER: General Aggregate			35322855	4/10/2022	4/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			35322855	4/10/2022	4/10/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Greater Augusta Arts Council and City of Augusta are additional insured's as required by written contract.

CERTIFICATE HOLDER

Greater Augusta Arts Council
City of Augsta Georgia
1301 Greene Street
Augusta, GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Aisling McDonald*
Sculpture Title/Name: *Oraiste agus Liath*

This agreement made this 12/1/2021 (date), for good and valuable consideration, by and between Aisling McDonald, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Oraiste agus Liath that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $19750

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $22000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

Printed Name: Aisling Millar McDonald

Address: 4173 Kristin Dianne Dr

Jacksonville, Florida 32224

Email: Aisling@aislingmillar.com

Phone: 904-566-8998

12/1/2022 12/1/22

Date

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Aisling Millar McDonald, am the author of the following work of visual art, Oraiste agus Liath which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Aisling Millar McDonald 12/1/2022

Artist's Signature Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Davis	
Zinc Insurance 33519 Solon Rd Solon OH 44139	PHONE (A/C, No, Ext): (440) 526-2661	FAX (A/C, No): (440) 546-1344
	E-MAIL ADDRESS: hello@zincinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance	
INSURED	INSURER B :	
Aisling McDonald 4173 Kristin Dianne Dr Jacksonville, FL 32224-7573	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	Y	Y	CWP405773	12/1/2022	10/1/2023	EACH OCCURRENCE	$	500,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	500,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	500,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
A	Business Personal Property			CWP4057629	12/1/2022	10/1/2023		$	10,000
								$	500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1/9/2023 - 12/31/2024
4173 Kristin Dianne Dr
Jacksonville, FL 32224-7573

Certificate Holder shall be included as an Additional Insured, including Waiver of Subrogation provisions, but only with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Greater Augusta Arts Council and City of Augusta, GA
1301 Greene Street
Augusta, GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Gregory Johnson*
Sculpture Title/Name: ***What's** in the Queue*

This agreement made this Gregory Johnson (date), for good and valuable consideration, by and between Gregory Johnson, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled What's in the Queue that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $17000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $9500 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Gregory Johnson
Artist Signature

Nov 26, 22
Date

Printed Name: Gregory Johnson
Address: 7235 Sweetgrass Ct
Cumming GA 30041
Email: gjhotmetal@bellsouth.net
Phone: 678-472-3949c
770 887 1561 studio

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Gregory Johnson, am the author of the following work of visual art, What's in the Queue which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Gregory Johnson Nov 26. 22

Artist's Signature Date

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Flaminio Antonio*
Sculpture Title/Name: *Ruthless*

This agreement made this 12-15-2022 (date), for good and valuable consideration, by and between Flaminio Antonio, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Ruthless that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $9500

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $15000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Flaminio Antonio

Artist Signature

12-15-2022

Date

Printed Name: Flaminio Antonio

Address: 11700 NW 18 Th place

Ocala fl 34482

Email: Flaminioantonio365@hotmail.com

Phone: 3524267666

Brenda Durant

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

1/4/2023

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Flaminio Antonio, am the author of the following work of visual art, Ruthless which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Flaminio Antonio 12-15-2022

Artist's Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: ACT Program Support
PHONE (A/C, No, Ext): (844)-520-6991 **FAX (A/C, No):** (801)-763-1374
E-MAIL ADDRESS: info@actinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great American Alliance Insurance Company	26832
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Flaminio Antonio
11700 Northwest 18th Place
Ocala FL 34482

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PLE860914-AA216943	12/15/2022	12/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER
City of Augusta, GA
1301 Greene Street
Augusta, GA 30901

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

PLE860914-AA216943 CG 20 26 (Ed. 04 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Augusta, GA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Gustavo Ocampo, LLC*
Sculpture Title/Name: *Without Limits*

This agreement made this 11-24-2022 (date), for good and valuable consideration, by and between Gustavo Ocampo, LLC, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Without Limits that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $30000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $30000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

11-24-2022
Date

Printed Name: Gustavo Ocampo

Address: 109 South Bayview Blvd Suite C
Oldsmar, FL 34677

Email: GusLinaFineArt@hotmail.com

Phone: 727-804-2693

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Gustavo Ocampo, LLC, am the author of the following work of visual art, Without Limits which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

11-24-2022

Artist's Signature Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C, No, Ext): 844-412-5957 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GUSTAVO OCAMPO, LLC 3113 State Road 580, Lot 253 Safety Harbor, FL 34695	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		37SBMZI2104-05	08/17/2022	08/17/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			37SBMZI2104-05	08/17/2022	08/17/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

2380007

Augusta Richmond County
Municipal Building
535 Telfair Street
Augusta, GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti D. Stanner

© 1988-2014 ACORD CORPORATION. All rights reserved.

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Black Lily Studio - Lee Bell*
Sculpture Title/Name: *Duet's Dance Herons in Conversation*

This agreement made this November 29, 2022 (date), for good and valuable consideration, by and between Black Lily Studio - Lee Bell, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Duet's Dance Herons in Conversation that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $20000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

    a. If Artist cannot be present for artwork installation and/or uninstallation, Artist remains responsible for timely arrival of artwork, in an undamaged state, as well as any liability for intermediary representatives involved in the delivery or retrieval of artwork. JB

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $20000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Lee Bell
Artist Signature
Printed Name: Lee Bell
Address: 829 Ponderosa Pine Ln
Sarasota, FL, 34243
Email: Blacklilystudio@aol.com
Phone: 281-904-4113

11/29/2022
Date

Brenda Durant
Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

_____
Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Lee Bell, am the author of the following work of visual art, Duet's Dance Herons in Conversation which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Lee Bell 11/29/2022

Artist's Signature Date

ACORD

BLACLIL-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dick, Johnson & Jefferson, Insurance 1429 60th Avenue West Suite 200 Bradenton, FL 34207	CONTACT NAME: Reid Dick PHONE (A/C, No, Ext): (941) 758-3861 FAX (A/C, No): (941) 758-5947 E-MAIL ADDRESS: reid.dick@djjinc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RLI Insurance Company — 13056
INSURED Lee Bell dba Black Lily Studio 829 Ponderosa Pine Ln Sarasota, FL 34243-1719	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BOP1044149	2/8/2022	2/8/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Business Owners Poli			BOP1044149	2/8/2022	2/8/2023	BPP	20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Augusta and The Greater Augusta Arts Council are covered as Additional Insureds.

CERTIFICATE HOLDER

City of Augusta and Greater Augusta Arts Council
1301 Green St
Augusta, GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Reid Dick

© 1988-2015 ACORD CORPORATION. All rights res

The ACORD name and logo are registered marks of ACORD

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Chris Plaisted*
Sculpture Title/Name: *Endeavour*

This agreement made this 11/24/22 (date), for good and valuable consideration, by and between Chris Plaisted, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Endeavour that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $9900

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $2000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

11/24/22
Date

Printed Name: Chris Plaisted

Address: 100 Candlewood Lake Road North
New Milford, CT 06776

Email: chrisplaisted@charter.net

Phone: 203-731-4029

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Chris Plaisted, am the author of the following work of visual art, Endeavour which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

11/22/24

Artist's Signature Date

EXHIBIT A

Schedule Date:	Activity:
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Davis
Zinc Insurance 33519 Solon Rd Solon OH 44139	PHONE (A/C, No, Ext): (440) 526-2661 FAX (A/C, No): (440) 546-1344 E-MAIL ADDRESS: hello@zincinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Insurance
INSURED	INSURER B :
Chris Plaisted 100 Candlewood Lake Rd North New Milford, CT 06776	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PHPK2453135	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Business Personal Property			PHPK2453137	10/1/2022	10/1/2023		$ 10,000
								$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

100 Candlewood Lake Rd North
New Milford, CT 06776

CERTIFICATE HOLDER

Greater Augusta Arts Council and City of Augusta, GA
Greater Augusta Arts Council 1301 Greene Street
Augusta, GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Gonz Jove*
Sculpture Title/Name: *Soccer Dude*

This agreement made this 12-16-2022 (date), for good and valuable consideration, by and between Gonz Jove, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Soccer Dude that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $12000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $10000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

Artist Signature

Printed Name: GONZ JONES

Address: 5352 PAGE BLVD

St. Louis, MO. 63112

Email: GONZ@GONZJONE.com

Phone: 314-457-3267

12-16-2022
Date

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail
Project pursuant to that Memorandum of Understanding
And approved Public Art Policy Dated November 15, 2016

1/5/2023
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this

____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, CONNOR JOYCE, am the author of the following work of visual art, Soccer Dude which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

CJ 12-16-2022

Artist's Signature Date

EXHIBIT A	
Schedule Date:	**Activity:**
November 28-December 20, 2022	Artists and installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, $1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, $1,500

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
William Winzerling ONE Source Insurance 9909 Manchester Road St. Louis, MO 63122	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Gonz Jove 5352 Page Blvd. St. Louis, MO 63112	INSURER A: Crum & Forster Speciality Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC	Quote #CP1162445Q Policy #: TBD	1/10/2022	1/10/2025	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ EXCLUDED
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Please call 314-984-5001 with questions pertaining to this certificate.

Physical location of sculpture: Augusta Sculpture Trail
1301 Greene Street
Augusta, GA 30901

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSURED: CITY OF AUGUSTA, GA GREATER AUGUSTA ART COUNCIL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE William C. Winzerling

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

The Augusta Sculpture Trail 2023 - 2024

Contract

Artist Name: *Charles Brouwer*
Sculpture Title/Name: *Hurrying Home*

This agreement made this Nov 28, 2022 (date), for good and valuable consideration, by and between Charles Brouwer, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

Term:

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

Compensation:

1. The Artist will be paid a $3,000 stipend for the loan of their work paid in two installments. The first installment of $1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.

2. This Agreement does not constitute an agreement for the purchase of the Artwork.

3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

Artist Responsibilities:

1. Artist certifies that sculpture/artwork titled Hurrying Home that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of $7000

2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.

4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.

5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.

6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.

7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.

8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.

9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

City of Augusta Responsibilities:

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.

2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.

3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.

4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.

5. The City of Augusta shall carry insurance coverage, in the amount of $7000 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Miscellaneous:

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.

2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in correction with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.

3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it's agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

SIGNATURES FOLLOW ON NEXT PAGE

X Brouwer

Artist Signature
Printed Name: Charles Brouwer
Address: 268 Akers Rd NW
Willis, VA 24380
Email: cbrouwer@swva.net
Phone: 540-250-2966

11/28/2022
Date

Brenda Durant

Brenda Durant, Executive Director
Greater Augusta Arts Council, *as Authorized Agent*
For the City of Augusta for the Augusta Sculpture Trail Project pursuant to that Memorandum of Understanding And approved Public Art Policy Dated November 15, 2016

December 7, 2022
Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this ____day of _____, 2023.

Garnett L. Johnson, Mayor
City of Augusta, GA
Augusta-Richmond County

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Charles Brouwer, am the author of the following work of visual art, Hurrying Home which is or will be used as identified:

The Augusta Sculpture Trail 2023-2024 Temporary Installation

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.

Brouwer 11/28/22

Artist's Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BANKERS INSURANCE LLC/PHS 14731163 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CHARLES BROUWER 268 AKERS RD NW268 AKERS RD NW WILLIS VA 24380	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		14 SBM AZ5765	09/23/2022	09/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			14 SBM AZ5765	09/23/2022	09/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			14 SBM AZ5765	09/23/2022	09/23/2023	Each Claim Limit Aggregate Limit	$5,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Greater Augusta Arts Council
City of Augusta, GA
1301 GREENE ST
AUGUSTA GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Commission Meeting

February 21, 2023

DBE Program

Department:	Compliance Department
Presenter:	Phyllis Johnson
Caption:	Approve and update Augusta Georgia's DBE Program for federally assisted contracts in order to comply with the Department of Transportation's program and update DBE rule 49 CFR Part 23.
Background:	The Compliance Department- DBE Division submitted the Disadvantaged Business Program to FTA on 9/2013. Attached is the approval letter from FTA dated 11/12/2013.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the motion to amend
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	Finance
	Law
	Administrator
	Clerk of Commission

AUGUSTA, GEORGIA
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

FOR

AUGUSTA PUBLIC TRANSIT
FEDERAL TRANSIT ADMINISTRATION (FTA)
US DEPARTMENT OF TRANSPORTATION

AUGUSTA, GEORGIA | augustaga.gov
Recipient ID: 2016
535 Telfair Street, Suite 530, Augusta, GA 30901
Phyllis Johnson, Compliance Department Director (DBELO)
Email: p.johnson@augustaga.gov - (706) 826-1325 | f: (706) 823-4395

AUGUSTA, GEORGIA
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

POLICY STATEMENT

Policy Statement (§26.1, §26.23)

Augusta, Georgia (Augusta, Georgia) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 Code of Federal Regulations (CFR) Part 26. Augusta, Georgia has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Augusta, Georgia has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Augusta, Georgia to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Phyllis Johnson, Compliance Department Director, is Augusta, Georgia's DBE Liaison Officer and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Augusta, Georgia in its financial assistance agreements with the DOT.

Augusta, Georgia has disseminated this policy statement to its Board of Commissioners and Mayor and all of the departments of its organization. Augusta, Georgia has distributed this statement to DBE and non-DBE business communities that perform work for Augusta, Georgia on DOT-assisted contracts. Distribution of this policy statement is publicly displayed on our organization's website, procurement contracting documents, and annual written notification to all vendors via U.S. Mail and/or email.

_____ _____

Honorable Mayor Garnett Johnson
Augusta, Georgia

Date

_____ _____

Clerk of Commission

Date

SUBPART A – GENERAL REQUIREMENTS

Objectives (§26.1, §26.23)

Augusta, Georgia ensures that DBEs defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. It is also its policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Applicability (§26.3)

Augusta, Georgia is the recipient of federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240; or Titles I, II, and V of the Teas-21, Pub. L. 105-178; or by Federal transit laws in 49 U.S.C. Chapter 53.

Applications

This Augusta, Georgia DBE Program for USDOT – Federal Transit Administration is only applicable to assisted federal funded contracts and other state funded contracts having mandatory DBE requirements. All USDOT funded projects are subject to the requirements of 49 CFR Part These requirements are mandatory and non-negotiable.

Augusta, Georgia enforces all DBE requirements and/or State Agencies in accordance with Federal and State laws.

The U.S. District Court for the Southern District of Georgia has entered an Order enjoining a RACE-BASED portion of Augusta, Georgia's (local) DBE Program. A copy of this Order can be obtained at http://www.augustaga.gov/index.aspx?NID=1448.

Thus, Augusta, Georgia does not have or operate a (local) DBE, Minority Business Enterprise (MBE) or Woman Owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

Definitions (§26.5)

Augusta, Georgia will adopt the definitions contained in 49 CFR Section 26.5 for this program. The definitions of 49 CFR Section 26.5 are outlined in *Attachment 1*.

Non-Discrimination Requirements (§26.7)

Augusta, Georgia will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Augusta, Georgia will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record-Keeping Requirements (§26.11)

Uniform Report of DBE Awards or Commitments and Payments: §26.11(a)

Augusta, Georgia will prepare and submit a semi-annual report of DBE participation to the Federal Transit Administration (FTA) using the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to the DBE regulation. These reports will reflect payments actually made to DBEs on DOT-assisted contracts. The report data will be obtained from the Augusta, Georgia Finance and Procurement Departments to ensure accurate reporting of DBE Awards or Commitments and reported through FTA's Transit Award Management System (TRAMS). This report is due December 1 and June 1 each year.

Bidders List: §26.11(b)

Augusta, Georgia will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidders list will include the name, address, DBE/non-DBE status, age of firms, and annual gross receipts of firms.

Augusta, Georgia will collect this information in the following ways:

1. A contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts;

2. An Augusta, Georgia-directed survey of a statistically sound sample of firms on a name/address list to get age of firm/size information;

3. A notice in all solicitations, and otherwise widely disseminated documents, requesting firms quoting on subcontracts to report information directly to Augusta, Georgia.

Assurances (§26.13)

Augusta, Georgia has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance: §26.13(a)

Augusta, Georgia shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to AUGUSTA, GEORGIA of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq*.).

This language will appear in financial assistance agreements with subrecipients.

Contract Assurance: §26.13(b)

Augusta, Georgia will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

> The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

DBE Program Update (§26.21)

Since Augusta, Georgia has received a grant of $250,000 or more in FTA planning capital, and/or operating assistance in a federal fiscal year, Augusta, Georgia will continue to carry out this program until all funds from DOT financial assistance have been expended. Augusta, Georgia will provide to DOT updates representing significant changes in the program.

(DBELO) DBE Liaison Officer (§26.25)

Augusta, Georgia's DBE Liaison Officer (DBELO) may be contacted at:

Phyllis Johnson
Compliance Department Director
Augusta, Georgia
535 Telfair Street, Suite 530
706.826.1325
p.johnson@augustga.gov
www.augustaga.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Augusta, Georgia complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Board of Commissioners and Mayor, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in *Attachment 2* to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by USDOT.
2. Reviews third-party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes Augusta, Georgia's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Board of Commissioners and Mayor on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.

11. Verifies DBE certifications according to the criteria set by USDOT and certified through the Uniform Certification Process (UCP) in Georgia.

12. Provides outreach to DBEs and community organizations to advise them of opportunities.

13. Maintains Augusta, Georgia's updated directory on certified DBEs.

DBE Financial Institutions (§26.27)

It is the policy of Augusta, Georgia to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT- assisted contract to make use of these institutions.

At this time, Augusta, Georgia has not identified DBE-owned financial institutions. However, AUGUSTA, GEORGIA encourages contractors to use the services of minority and women-owned financial institutions. AUGUSTA, GEORGIA will evaluate financial institutions owned and controlled by socially and economically disadvantaged individuals and update the list bi-annually. A listing of minority-owned banks from the Federal Deposit Insurance Corporation (FDIC) can be found at: https://www.fdic.gov/regulations/resources/minority/mdi.html**.** Augusta, Georgia has identified and provided the contact information of the minority-owned financial institutions listed in *Attachment 3*.

Prompt Payment Mechanisms (§26.29)

Prompt Payment: §26.29(a)

AUGUSTA, GEORGIA will include the following clause in each DOT-assisted prime contract:

> *The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from AUGUSTA, GEORGIA. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of AUGUSTA, GEORGIA. This clause applies to both DBE and non-DBE subcontracts.*

Retainage: §26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of AUGUSTA, GEORGIA. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: §26.29(c)

AUGUSTA, GEORGIA has established the following mechanism to monitor and enforce

prompt payment and return of retainage is in fact occurring.

- AUGUSTA, GEORGIA shall place the following language in all federally funded contracts:

  The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have already performed.

- AUGUSTA, GEORGIA will monitor prime contractors to ensure they are paying their subcontractors within the contractual 30-day timeframe by requiring all prime contractors to maintain records and documents of payments to DBEs. This is an electronic process using the B2Gnow Diversity Compliance Management System. Forms for reporting subcontractors' invoices and pay methods will be provided to prime contractors upon contract execution. These forms shall be submitted by the prime contractor along with invoices for payment. These records will be available upon request to any authorized representative of AUGUSTA, GEORIGA or the U.S. DOT. This requirement also extends to certified DBE subcontractors.

- AUGUSTA, GEORGIA's DBELO will conduct regular project site visits to monitor and confirm DBEs assigned to perform work on federally-funded projects.

- Through the use of B2Gnow, AUGUSTA, GEORGIA can verify subcontractor payments dates for invoiced work. This monitoring will assist AUGUSTA, GEORGIA in identifying prime contractors that may not be complying with the prompt payment and retainage sections of this program.

AUGUSTA, GEORGIA will bring to the attention of USDOT any false, fraudulent, or dishonest conduct in connection with the program, so that the USDOT can take steps (e.g., referral to the Department of Justice for criminal prosecution under 18U.S.C. 1001, referral to the U.S. DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules). AUGUSTA, GEORGIA will consider similar action under our own legal authorities, including responsibility determinations in future contracts, removal of firms from the prequalified bidder and consultants lists or revocation of DBE certification if applicable, pursuant to Federal and State law.

Directory (§26.31)

AUGUSTA, GEORGIA is a non-certifying member of the Georgia Unified Certification Program (UCP) as established in https://www.dot.ga.gov/GDOT/Pages/DBE.aspx .

The Georgia Department of Transportation (GDOT) serves as Manager for the UCP's electronic DBE directory, which includes all DBE certifications made by Certifying Members.
The directory lists the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. AUGUSTA, GEORGIA will update the DBE Directory every fiscal quarter, as downloaded from GDOT'S DBE web page. AUGUSTA, GEORGIA maintains a link to GDOT's DBE directory on its Compliance Department's DBE page. The

GDOT DBE Directory's link is listed in *Attachment 4* to this program document.

Overconcentration (§26.33)

AUGUSTA, GEORGIA has not identified that DBE participation is over concentrated certain types of work. However, the following measures will be used to address overconcentration, with approval from FTA. The measures include, but are not limited to the following:

- Coordinate with prime bidders to identify and use DBEs in other industry areas outside of the specific overconcentration area.

- Varying the use of contract goals to ensure non-DBEs are not unfairly prevented from competing for subcontracts.

Business Development Programs (§26.35)

AUGUSTA, GEORGIA has not established a business development program. AUGUSTA, GEORGIA will re-evaluate the need for such a program every two years. Prior to any consideration of developing a program, AUGUSTA, GEORGIA will seek approval from FTA.

Monitoring and Enforcement Mechanisms (§26.37)

AUGUSTA, GEORGIA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. AUGUSTA, GEORGIA will bring to the attention of USDOT any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109.

2. AUGUSTA, GEORGIA will consider similar action under our own legal authorities, including responsibility determinations in future contracts. *Attachment 6* lists the regulation, provisions, and contract remedies available to AUGUSTA, GEORGIA in the events of non-compliance with the DBE regulations by a participant in AUGUSTA, GEORGIA's procurement activities.

3. AUGUSTA, GEORGIA will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by requiring prime contractors to submit monthly Subcontracting Performance Reports to the DBELO for utilization auditing and participation levels. This will occur for each contract/project on which DBEs are participating. AUGUSTA, GEORGIA's Monthly Subcontractors Paid Report is provided in *Appendix A* of this document.

4. AUGUSTA, GEORGIA will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Fostering Small Business Participation (§26.39)

AUGUSTA, GEORGIA is committed to fostering small business (both DBEs and non-DBEs) participation in its DBE program, in order to facilitate competition on DOT-assisted projects. AUGUSTA, GEORGIA is developing a Small Business Enterprise (SBE) Program which will be implemented in January 2023. The small business program participation strategies will include the following elements (to structure contracting requirements to facilitate competition by small business concerns):

- Taking all reasonable steps to eliminate obstacles to their participation;

- Including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

As part of this program element, AUGUSTA, GEORGIA will utilize the following strategies (as listed in the DBE Rule Change of January 2011):

(1) Establish small business contract goals on contracts meeting small business contracting criteria;

(2) Require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved (on prime contracts not having DBE contract goals);

(3) Meet the portion of projected overall goal through race-neutral measures by ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

AUGUSTA, GEORGIA's SBE program will certify small businesses as well as recognize and accept small businesses certified as SBEs by government agencies in the region, including but not limited to: Small Business Administration (SBA), Georgia Department of Transportation (GDOT), City of Atlanta, City of Savannah, and MARTA.

SUBPART C – GOALS, GOOD FAITH EFFORTS AND COUNTING

Set-Asides or Quotas (§26.43)

AUGUSTA, GEORGIA does not use quotas in any way in the administration of this DBE program.

Overall Goals (§26.45)

In accordance with Section §26.45, AUGUSTA, GEORGIA will submit its triennial overall DBE goal to the FTA on August 1 of the year specified by the FTA.

AUGUSTA, GEORGIA will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by the FTA. The process used

by AUGUSTA, GEORGIA to establish the overall DBE goal is a two-step process as follows:

- According to the USDOT Tips for Goal Setting (USDOT Tips), approved by the General Counsel of the USDOT, the recipient must first determine a base figure for the relative availability of certified DBEs and potentially certified Minority and Woman-owned Business Enterprises in the relevant market area.

- AUGUSTA, GEORGIA must examine all relevant evidence to determine what adjustment, if any, is needed to the base figure in order to arrive at an overall goal. The final adjusted figure is the recipient's overall goal and represents the proportion of federal transportation funding that the recipient is expected to allocate to DBEs during the subsequent three federal fiscal years (FFY). Once the adjusted overall goal is determined, the process requires considering what portion of the goal will be met by race and gender-neutral measures. If AUGUSTA, GEORGIA purports that it can meet its overall goal with race and gender-neutral measures, those measures must be utilized. In contrast, if AUGUSTA, GEORGIA determines it cannot achieve the entire overall goal using only race and gender- neutral measures, it must establish a race and gender-conscious portion of the overall goal.

AUGUSTA, GEORGIA implemented a race-neutral Disadvantaged Business Enterprise (DBE) program in accordance with directives issued by the Department of Transportation. As a result of the Ninth Circuit's *Western States* decision, the FTA issued a Notice (guidance) (Docket No. FTA-2006- 24063) on March 23, 2006, stipulating a Notice of New Policy implementation and requests for comments to Public Transportation Providers regarding DOT's DBE Program.

AUGUSTA, GEORGIA defined its local market area as the Augusta-Richmond County. This is the area in which the substantial majority of the contractors and subcontractors with which AUGUSTA, GEORGIA does business are located; and the area in which AUGUSTA, GEORGIA spends the substantial majority of its contracting dollars.

The two-step goal-setting process required by the regulations and the findings in *Western States* has been used to determine the recommended overall goal for FFY 2021-2023. The two steps for setting an overall goal are to:

1. Establish a base figure for the relative availability of DBEs; and

2. Determine the base figure adjustment, if necessary

The base figure is intended to be a measurement of the current ready, willing, and able DBEs as a percentage of all businesses ready, willing, and able to perform the recipient's anticipated FTA- assisted contracts.

Before establishing the overall goal each year, AUGUSTA, GEORGIA will consult with GDOT, recent disparity studies, other transit agencies, U.S. Census data, and random DBEs to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and AUGUSTA,

GEORGIA's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, AUGUSTA, GEORGIA will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rational are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that AUGUSTA, GEORGIA and USDOT will accept comments on the goals for 45 days from the date of the notice.

AUGUSTA, GEORGIA's published Public Notice of the proposed Overall DBE Goal for FFY 2021-2023 was advertised in the following local market area publications:

Augusta Chronicle
Metro Courier

Additionally, AUGUSTA, GEORGIA uploaded the Overall DBE Goal for the FFY 2021-2023 DOT-assisted contracts to its website for convenient electronic access for review and comment.

Normally, AUGUSTA, GEORGIA will issue this notice by June 1 of each year. The notice includes addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

AUGUSTA, GEORGIA's overall goal submission to USDOT will include: the goal (including the breakout of estimated race- neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and AUGUSTA, GEORGIA's responses; and proof of publication of the goal in media outlets previously listed.

AUGUSTA, GEORGIA will begin using its overall goal on October 1 of the specified year, unless AUGUSTA, GEORGIA has received other instructions from USDOT. If AUGUSTA, GEORGIA establishes a goal on a project basis, it will begin using its goal by the time of the first solicitation for a DOT-assisted contract for the project. AUGUSTA, GEORGIA's goal will remain effective for the duration of the three-year period established and approved by the FTA.

Goal Setting and Accountability (§26.47)

If the awards and commitments shown on AUGUSTA, GEORGIA's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, AUGUSTA, GEORGIA will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;

2. Establish specific steps and milestones to correct the problems identified in the analysis; and

3. Submit the plan to the FTA within 90 days of the end of the affected fiscal year.

Transit Vehicle Manufacturers Goals (§26.49)

AUGUSTA, GEORGIA will require each Transit Vehicle Manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, AUGUSTA, GEORGIA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Meeting Overall Goals/Contract Goals (§26.51)

AUGUSTA, GEORGIA will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, AUGUSTA, GEORGIA will:

- Submit timely solicitations, conduct pre-bid meetings/conferences, develop clearly written plans and specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.

- Unbundle large contracts to make them more accessible to small businesses; requiring or encourage Service Providers to subcontract portions of work that they might otherwise perform with their own work forces.

- Provide information and communication on AUGUSTA, GEORGIA contracting procedures and specific contract opportunities.

- Provide assistance through available resources to interested DBEs in obtaining bonding, lines of credit, and/or insurance requirements.

Contract Goals (§26.51) (d-g)

AUGUSTA, GEORGIA will use contract goals to meet any portion of the overall goal that would be unmet using race- neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of AUGUSTA, GEORGIA's overall goal that is not projected to be met through the use of race-neutral means.

AUGUSTA, GEORGIA will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. AUGUSTA, GEORGIA needs not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

AUGUSTA, GEORGIA will express its contract goals as a percentage of the federal share of a DOT-assisted contract.

Good Faith Efforts Procedures (§26.53)

Demonstration of Good Faith Efforts: §26.53(a) & (c)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, AUGUSTA, GEORGIA will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Evaluation of Good Faith Efforts: §26.53(a) & (c)

The DBELO or their designee is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The following is a list of types of actions AUGUSTA, GEORGIA will consider as part of the bidder's good faith efforts to obtain DBE participation.

- Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals

into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non- solicitation of bids in the contractor's efforts to meet the project goal.

- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

AUGUSTA, GEORGIA will ensure that all information is complete and accurate and adequately documents the bidder's/offeror's good faith efforts before AUGUSTA, GEORGIA commits to the performance of the contract by the bidder/offeror. Good faith efforts forms are located in *Attachment 6*.

Information to be Submitted: §26.53(b)

AUGUSTA, GEORGIA treats bidder's/offeror's compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;

2. A description of the work that each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written and signed documentation of commitment to use a DBE subcontractor whose

participation it submits to meet a contract goal;

5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and;

6. If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration: §26.53(d)

Within five (5) days of being informed by AUGUSTA, GEORGIA that a bidder/offeror is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following reconsideration official:

Takiya A. Douse
Interim City Administrator
AUGUSTA, GEORGIA
535 Telfair Street, Ninth Floor
706.821.2400
tdouse@augustaga.gov

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. AUGUSTA, GEORGIA will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals: §26.53 (e) & (f)

AUGUSTA, GEORGIA requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without AUGUSTA, GEORGIA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to AUGUSTA, GEORGIA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to AUGUSTA, GEORGIA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise AUGUSTA, GEORGIA of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, AUGUSTA, GEORGIA will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract, with another certified DBE, to the extent needed to meet the contract goal. AUGUSTA, GEORGIA will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, AUGUSTA, GEORGIA will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, AUGUSTA, GEORGIA's contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Race-Conscious Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of AUGUSTA, GEORGIA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of _____percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 2), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

1. *The names and addresses of DBE firms that will participate in the contract;*
2. *A description of the work that each DBE firm will perform;*
3. *The dollar amount of the participation of each DBE firm participating;*
4. *Written documentation of the bidder's/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;*
5. *Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and*
6. *If the contract goal is not met, evidence of good faith efforts.*

Counting DBE Participation (§26.55)

AUGUSTA, GEORGIA will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPARTS D & E – CERTIFICATION

Unified Certification Programs (§26.81)

AUGUSTA, GEORGIA is not a certifying agency but is a member of a Unified Certification Program (UCP) administered by the Georgia Department of Transportation (GDOT). The UCP will meet all of the requirements of this section. AUGUSTA, GEORGIA will use and count for DBE credit only those DBE firms certified by GDOT.

The UCP is a "one-stop shopping" certification program that eliminates the need for a DBE or Airport Concessions Disadvantaged Business Enterprise (ACDBE) firms to obtain certifications from multiple agencies within the State. A business certified as a DBE or ACDBE through the GDOT is automatically accepted by all USDOT recipients in Georgia.

GDOT is charged with the responsibility of overseeing the certification activities performed by its designated certifying agencies and compiling and maintaining a single statewide database of certified DBEs. The database is intended to expand the use of DBE and ACDBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all USDOT recipients in Georgia.

As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Parts 23 and 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program. These public agencies, commonly referred to as "recipients" of USDOT funds, include municipalities, counties, special districts, airports, transit agencies, and the Georgia Department of Transportation (GDOT).

GDOT is the agency responsible for certifying DBE and ACDBE firms. You only need to apply for DBE or ACDBE certification at one agency. If your firm meets the General Criteria for DBE or ACDBE certification as provided on the Application Package, submit your completed application, along with the requested documentation to the following certifying agency:

Georgia Department of Transportation (GDOT) One Georgia Center
600 West Peachtree St., N.W.
EEO, 7th Floor
Atlanta, GA 30308
(404) 631-1972
www.dot.ga.gov

A copy of GDOT's certification process and application can be found online at:

https://www.dot.ga.gov/GDOT/Pages/DBE.aspx

Reciprocity with Other UCPs

GDOT has not initiated reciprocity with any other state UCPs; however, GDOT does have an "Interstate Certification" process by which DBEs and ACDBEs certified in other states can apply for DBE or ACDBE certification in the state of Georgia.

The Georgia Unified Certification Program has published the DBE Interstate Application Checklist and the DBE Interstate Application Affidavit. The Interstate Certification process applies to firms already certified in their home state and seeking certification in Georgia. Guidance provided by the USDOT in the summer of 2014, provided that a firm currently certified in its home state is not required to submit a new uniform certification application as if it were seeking certification for the first time. A DBE firm may simply present a copy of its DBE application among other required documents as submitted to its home State's UCP. The DBE Interstate Application Checklist provides the list of items required. The DBE Interstate Application Affidavit must be completed and submitted with the application.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Information, Confidentiality, Cooperation (§26.109)

AUGUSTA, GEORGIA will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law.

Notwithstanding any contrary provisions of federal, state or local law, AUGUSTA, GEORGIA will not release personal financial information submitted by a DBE applicant to a third party (other than GDOT) without the written consent of the submitter.

Monitoring Payments to DBEs

AUGUSTA, GEORGIA will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of AUGUSTA, GEORGIA or GDOT. This reporting requirement also extends to any certified DBE subcontractor.

AUGUSTA, GEORGIA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

ATTACHMENTS

Attachment 1: Definitions
Attachment 2: Organizational Chart
Attachment 3: Minority Owned Financial Institutions
Attachment 4: GDOT DBE Directory
Attachment 5: Monitoring and Enforcement Mechanisms/Legal Remedies
Attachment 6: Good Faith Efforts Forms
Attachment 7: DBE Regulation, 49 CFR Part 26

Appendix A: AUGUSTA, GEORGIA Summary of DBE – Monthly Subcontractors Paid Report

ATTACHMENT 1

Terms and Definitions

ATTACHMENT 1

TERMS AND DEFINITIONS

The terms used in this program are defined in 49 CFR Part 26.5. The reader is referred to this section of the Federal regulations for detailed information about their meanings.

The Code of Federal Regulation (CFR) Title 49 Part 26 as of 10/05/2022

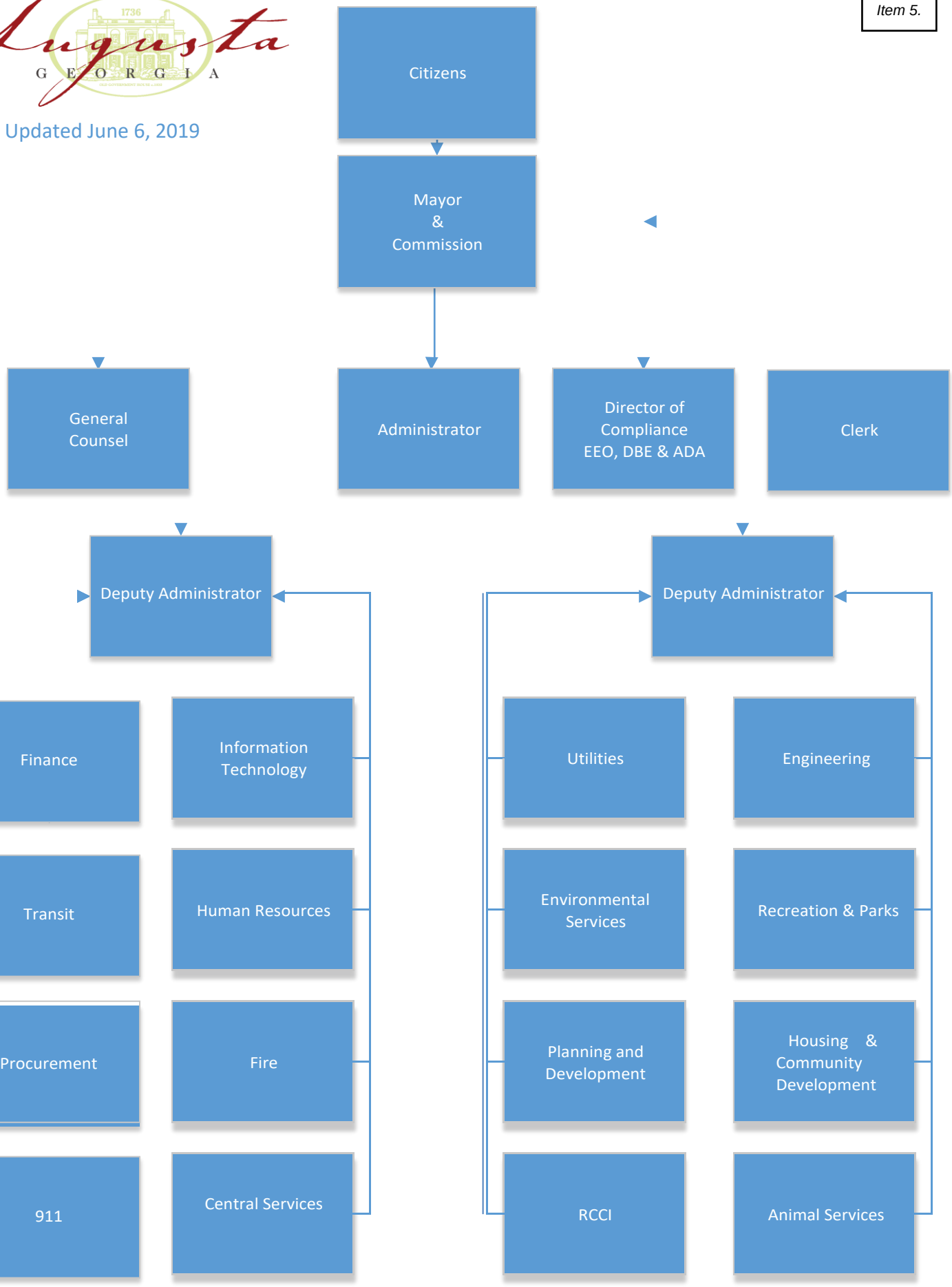
This document can be accessed at :

https://www.ecfr.gov/cgi-bin/text-idx?SID=2dd6ec15157701acc589be830b1ef30e&mc=true&node=se49.1.26_15&rgn=div8

ATTACHMENT 3

Organizational Chart

Updated June 6, 2019



ATTACHMENT 3

Minority-Owned Financial Institutions

Minority-Owned Financial Institutions

(Georgia)

A list of Minority-Owned Depository Institutions as provided by the Federal Deposit Insurance Corporation (FDIC) can be found via the link provided below:

Minority Depository Institutions List

Access to the most current list is provide per quarter.

ATTACHMENT 4

Georgia Unified Certification Program

DBE Directory

Georgia Department of Transportation

DBE Unified Certification Program Directory

https://gdotbiext.dot.ga.gov/ext-bi/saw.dll?dashboard

ATTACHMENT 5

Monitoring and Enforcement Mechanisms/Legal Remedies

ATTACHMENT 5

MONITORING AND ENFORCEMENT MECHANISMS

The following sections contain the standards, policies, practices and procedures AUGUSTA, GEORGIA uses to assess whether a contractor is in compliance with regulatory and contract requirements applicable to DOT-assisted projects:

(1) REGULATORY PROVISIONS
Including but not limited to:

A. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises Department of Transportation Financial Assistance Programs; particularly, Subpart F, Compliance and Enforcement

B. 49 CFR Part 29 – Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace.

C. 49 CFR Part 31 – Program Fraud Civil Remedies

D. 13 CFR Part 121 – Small Business Size Standards

(2) CONTRACT REQUIRMENTS AND REMEDIES
Contract requirements and remedies are provided in this DBE program and by administrative policies, practices, and procedures requirements in each contract. All contractors, as a condition of Participation in any DOT-assisted contract, shall agree to the terms of this DBE program, and shall incorporate the DBE program and the DBE administrative policies, practices and procedures requirements into their contracts and subcontracts at all tiers.

(3) FINDINGS OF NON-COMPLIANCE AND ADMINISTRATIVE SANCTIONS
Contractors found not to be compliant with any part of the DBE program requirements shall be notified of AUGUSTA, GEORGIA's finding of Non-Compliance, in writing, by certified mail. The notice shall cite the DBE program requirement under which the contractor is non-compliant, state the date of the findings and the grounds on which the finding was made and state the category of sanctions being imposed.
Upon a finding of non-compliance, AUGUSTA, GEORGIA may choose to impose sanctions.

(4) ENFORCEMENT MECHANISMS
The federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

A. Suspension or debarment proceedings pursuant to 49 CFR Part 26
B. Enforcement action pursuant to 49 CFR Part 31
C. Prosecution pursuant to 18 USC 1001.

(5) RESOLUTION OF DISPUTES BETWEEN CONTRACTOR AND SUBCONTRACTORS Disputes between the Contractor and any lower-tier DBE subcontractors, which cannot be settled by discussions between the parties involved, shall be settled as described herein. Contractor shall notify AUGUSTA, GEORGIA of such dispute within 10 days of failure to resolve through written cure notice process described above. These provisions shall not apply to disputes between the Contractor and AUGUSTA, GEORGIA. The Contractor and Subcontractors shall include the dispute resolution provision in their contract. Both parties shall agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof. Dispute submittals shall include terms and timeframes and the service or assistance to be employed.

ATTACHMENT 6

Good Faith Effort Forms

EVIDENCE OF GOOD FAITH EFFORTS

This completed form should be furnished to AUGUSTA, GEORGIA

CURRENT DATE:_____/_____/_____

RFP/RFQ/P.O./Bid/Solicitation/Other:_____

PROJECT DESCRIPTION:_____

BIDDER/OFFERER(FIRM):_____

CONTACT PERSON:_____TELEPHONE:_____

ADDRESS:_____CITY:_____

STATE:_____ZIP:_____EMAIL:_____

To determine whether a bidder/offerer has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced project, AUGUSTA, GEORGIA will consider, AT A MINIMUM, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

YES ☑	NO ☑	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The bidder/offerer attended all pre-bid meetings scheduled by AUGUSTA, GEORGIA to inform DBEs of contracting and subcontracting opportunities.
		COMMUNITY RESOURCES: The bidder/offerer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		DBE LIST(S): The bidder/offerer utilized the GDOT list of certified DBE firms found on the GDOT website.
		ADVERTISEMENT: The bidder/offerer advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		WRITTEN NOTICE(S): The bidder/offerer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		SMALL CONTRACT(S): The bidder/offerer selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
		INFORMATION: The bidder/offerer provided interested DBEs with adequate information about the plans, specifications, and requirements of the subcontract.
		FOLLOW-UP: The bidder/offerer followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder/offerer negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

EVIDENCE OF GOOD FAITH EFFORTS

a) A report of all proposals received from a joint venture of DBE firms. The report shall indicate the action taken by the bidder/offerer in response to the submitted proposals that have been rejected, and the reason for rejection shall be indicated.

b) Documentation of efforts to enter into agreements with DBE firms for contracted work and efforts to arrange for a joint venture, partnership, or other business relationship with DBEs.

c) Documented contact with DBE firms, associations, or business development organizations which disseminate information to DBE firms.

d) A copy of letters sent to groups in relevant market sectors notifying them of the bidder's/offeror's intent to submit a proposal to AUGUSTA, GEORGIA.

e) Description of assistance provided by the bidder to DBE firms:

1. Review of Request for Proposal or other documents issued by AUGUSTA, GEORGIA.
2. Review of the Scope of Work to be performed.
3. Efforts to assist interested DBEs with bonding, insurance, lines of credit as required by the bidder/offerer.

f) Documentation of any other effort(s) undertaken by the bidder to encourage the participation of DBE firms.

g) Overall operation of the bidder/offerer may be considered in evaluating the Evidence of Good Faith Efforts of the bidder/offerer to comply with the goals and intent of the disadvantaged business enterprise goals for AUGUSTA, GEORGIA.

h) Any other documentation to demonstrate Evidence of Good Faith Efforts to satisfy the objectives outlined above.

ASSISTANCE

You may contact the DBE Liaison Officer for assistance with completing any DBE form or document. You may also contact the DBE Liaison Officer for assistance in identifying available, capable, and willing DBE firms.

CONTACT US

Phyllis Johnson
Compliance Department Director
Augusta, Georgia
535 Telfair Street, Suite 530
706.826.1325
p.johnson@augustga.gov
www.augustaga.gov

ATTACHMENT 7

DBE Regulation, 49 CFR Part 26

DBE Regulation, 49 CFR Part 26

https://www.ecfr.gov/current/title-49/subtitle-A/part-26

Appendix F to Part 26—Uniform Certification Application

https://www.ecfr.gov/current/title-49/part-26/appendix-Appendix%20F%20to%20Part%2026

Appendix G to Part 26—Personal Net Worth Statement

https://www.ecfr.gov/current/title-49/part-26/appendix-Appendix%20G%20to%20Part%2026

APPENDIX A

AUGUSTA, GEORGIA

SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) MONTHLY SUBCONTRACTORS PAID REPORT

AUGUSTA, GEORGIA

Summary of Disadvantaged Business Enterprise (DBE) - Monthly Subcontractors Paid Report

Reporting Period (Month/Year)	Report Number	Date Prepared

1) Project Name			2) Project Location		
3) Contract Number		4) Original Contract Award Amount		5) Contract Award Date	
6) Current Contract Value		7) AUGUSTA, GEORGIA Payment to Prime This Month		8) Total Amount Paid to Prime to Date	
9) Date of Last Progress Payment Received from AUGUSTA, GEORGIA		10) Percent of Project Complete		11) DBE Goal Percentage (committed)	

12) Prime Contractor		13) Contact Person	
14) Street Address		15) City/State/ZIP	
16) Area Code/Phone No.		17) Email Address	

18) SUBCONTRACTOR/SUPPLIER		Dollars Paid This Month	Dollar Amount Paid to Date	Schedule Activity ID (Construction only)	Type of Work Performed	Original Dollar Amount Committed	Dollar +/- resulting from Change Order Activity
Subcontractor/Supplier #1	↓	↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #2	↓	↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #3	↓	↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
		↓	↓	↓	↓	↓	↓

AUGUSTA, GEORGIA
Summary of Disadvantaged Business Enterprise (DBE) - Monthly Subcontractors Paid Report

Reporting Period (Month/Year)	Report Number	Date Prepared

Subcontractor/Supplier #4 ↓							↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #5 ↓		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #6 ↓		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							

INSTRUCTIONS
The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 15 business days upon receipt of payment from AUGUSTA, GEORGIA (AUGUSTA, GEORGIA) as per Contract Agreement. Payment of retention shall be made to all DBE and non-DBE subcontractors within 15 days after satisfactory completion of the subcontracted work.

This form is due to AUGUSTA, GEORGIA by the 15th of each month and should reflect all payments made to subs through the last day of the previous month.

The Prime must report monthly, even if the sub(s) did not perform any work for the previous month. Please forward signed documents by email and/or fax to AUGUSTA, GEORGIA's DBE Liaison Officer.

Completed By:

Name	**Signature**	**Date**

AUGUSTA, GEORGIA
Summary of Disadvantaged Business Enterprise (DBE) - Monthly Subcontractors Paid Report

Reporting Period (Month/Year)	Report Number	Date Prepared

Invoice Payment History

DBE Subcontractors/Suppliers		Sub/Supplier #1	Sub/Supplier #2	Sub/Supplier #3	Sub/Supplier #4	Sub/Supplier #5	Sub/Supplier #6	DBE Sub/Supplier Total
Invoice Numbers	Invoice Date and Date Paid	Amount Paid $	Amount Paid $	Amount Paid $	Amount Paid $	Amount Paid $	Amount Paid $	Amount Paid $
GRAND TOTAL (Paid to Date)								

AUGUSTA, GEORGIA
Summary of Disadvantaged Business Enterprise (DBE) - Monthly Subcontractors Paid Report

Reporting Period (Month/Year)	Report Number	Date Prepared

Instructions – Summary of Monthly DBE Payments Information

SUCCESSFUL BIDDER:

- This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number "1." The date prepared should also be included.

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the "Dollars Paid This Month." Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the "Dollar +/- resulting from Change Order Activity" column.

The Summary of Monthly DBE Payments report must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

U.S. Department
Of Transportation
Federal Transit
Administration

FTA Region IV

230 Peachtree Street NW
Suite 800
Atlanta, GA 30303

November 12, 2013

Yvonne Gentry
DBE Liaison Officer
Augusta Public Transit
1535 Fenwick Street
Augusta, GA 30904

Re: DBE Program Concurrence – Recipient ID No. 2016

Dear Ms. Gentry:

This letter is to confirm that the Federal Transit Administration (FTA) received the Augusta Public Transit's revised Disadvantaged Business Enterprise (DBE) Program on September 19, 2013. This submission is required pursuant to 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

After reviewing Augusta Public Transit's revised DBE Program, we have determined the submission meets the requirements set out in the DBE regulations. FTA concurs with the Augusta Public Transit's DBE Program as of November 12, 2013. The DBE Program status in FTA's TEAM-Web has been updated to reflect this concurrence.

Please note that if significant changes to your program occur, including a change in the DBE Liaison Officer, the Augusta Public Transit must submit an updated DBE Program to this office. Should you have any questions regarding this review determination, please contact me at (404) 865-5471 or at *Carlos.Gonzalez3@dot.gov*.

Thank you for your ongoing efforts to meet the FTA civil rights requirements.

Sincerely,

Carlos A. Gonzalez

Carlos A. Gonzalez
Region IV Civil Rights Officer

cc: Sharon E. Dottery, Transit Contract Manager, Augusta Public Transit (Electronic)
Dr. Yvette G. Taylor, FTA Regional Administrator, Region IV (Electronic)
Monica McCallum, Regional Division Chief, FTA Civil Rights (Electronic)

Disadvantaged Business Enterprise Program

AUGUSTA, GEORGIA
DEPARTMENT OF TRANSPORTATION
DBE PROGRAM - 49CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statements

Augusta, Georgia has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Parts 26. Augusta, Georgia has received Federal financial assistance from the Department of Transportation , and as a condition of receiving this assistance, Augusta, Georgia has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Augusta, Georgia to ensure that DBEs are defined in Part 26, have an equal opportunity to receive and participate in DOT - assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT - assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT - assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Yvonne Gentry has been delegated as the DBE Liaison Officer. In that capacity, Yvonne Gentry is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Augusta, Georgia in its financial assistance

agreements with the Department of Transportation.

Augusta, Georgia has disseminated this policy statement to the Augusta, Georgia Commission and Mayor of Augusta, Georgia, and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT - assisted contracts. The policy statement is part of the certification and representation documents that all contractors must sign when participating in a DOT-assisted contract. Information is has been submitted to the Procurement Department and is also available on the Augusta, Georgia website.

[Signature of Recipients Chief Executive Officer] Date 3/31/15

ACM 4/17/15

ATTEST:

Nancy W. Morawski

Dep. CLERK OF COMMISSION

SUBPART A - GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

Augusta, Georgia is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102- 240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

Augusta, Georgia adopted the definitions contained in Section 26.5 of Part 26 for this program, definitions for terms used in this program are found in Attachment I.

Limitations

This DBE program is only for DOT - assisted contracts and other state funded contracts having mandatory DBE requirements. All DOT funded projects are subject to the requirements of 49 CFR Part 26. These requirements are mandatory and non-negotiable. Augusta enforces DBE requirements and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. A copy of this Order may be obtained at: http://www.augustaga.gov/index.aspx?NID=1448

Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women Owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

Section 26.7 Non-discrimination Requirements

Augusta, Georgia will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Augusta, Georgia will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Uniform Report of DBE Awards or Commitments and Payment: 26.11(a)

Augusta, Georgia will report DBE participation twice each year by June 1st and December 1st, using the Uniform Report of DBE Awards/Commitments and Payment form. These reports will reflect payments actually made to DBEs on DOT-assisted contracts. The information of this report will be forwarded to FTA through FTA's Transportation Electronic Award and Management (TEAM) system.

Bidders List: 26.11(b)

Augusta, Georgia will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT - assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE and non-DBE status, age, and annual gross receipts of firms.

Augusta, Georgia will collect this information in the following ways:

Augusta, Georgia will include a notice in all solicitations requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts directly to Yvonne Gentry. In addition, August, Georgia will also collect this information when a vendor is selected to begin the work or service and request vendors to report the names, address, and email addresses of all firms who quote to them on subcontracts.

To further ensure that Augusta, Georgia provides qualified vendors an opportunity to perform work, during public outreach activities and the participation in professional events, Augusta, Georgia will ensure that staff is able to collect vendor information and/or direct vendors to the website where the DBE program will be located.

Section 26.13 Assurances

Augusta, Georgia has signed the following assurances, applicable to all DOT - assisted contracts and their administration:

Federal Financial Assisted Agreement Assurance: 26.13(a)

Augusta, Georgia shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT - assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT- assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Augusta, Georgia of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

Augusta, Georgia will ensure that the following clause is placed in every DOT - assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the Augusta, Georgia has received a grant $250,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year, Augusta, Georgia will continue to carry out this program until all funds from DOT financial assistance have been expended. Augusta, Georgia will provide to DOT updates representing significant changes in the program.

Section 26.25 DBE Liaison Officer (DBELO)

Augusta, Georgia has designated the following individual as our DBE Liaison Officer:

Ms. Yvonne Gentry
535 Greene Street - Suite 600B
Augusta, Georgia 30901

(706) 821-2406
ygentry@augustaga.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Augusta, Georgia complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Mayor and Commissioners concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is found in Attachment 2 attached hereto and incorporated herein by reference to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one (1) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathering and reporting statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures (through the Transit Contract Manager) that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes Augusta, Georgia's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Mayor, Commissioners on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates in pre-bid meetings.
11. Provides DBEs with information and assistance.
12. Plans and participates in DBE training seminars.
13. Provides outreach to DBEs and community organizations to

advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of Augusta, Georgia to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors.

On DOT assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions:

- Researched information available on line to identify DBE financial institutions;
- Searched the Georgia Department of Transportation DBE database for registered financial institutions.

The following are financial institutions that are believed to be owned and controlled by socially and economically disadvantaged individual. Augusta, Georgia will provide this information to DBEs.

Capital City
Margaret Ellis@CapitolCityBank.Atl.com 1268 Broad Street
Augusta, GA 30901
(706) 432-0024
(706) 303-9791 Fax

This financial institution is a community full service bank. The institution has partner with the CSRA Business League to provide additional service to small business community. Information on the availability of such institution can be obtained from the DBE Liaison Officer requested by phone (706) 821-2406 or by fax (706) 821-4228.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment: 26.29(a)

Augusta, Georgia will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Augusta, Georgia. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

Retainage: 26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: 26.29(c)

- Augusta, Georgia has established the following mechanism to monitor and enforce that prompt payment and retainage is in fact occurring.
- Augusta, Georgia will monitor prime contractors to ensure they are paying their subcontractors within the contractual 30-day time frame by requiring that all prime contractors maintain records and documents of payments to DBEs. Forms for reporting subcontractors' invoices and pay methods will be provided to prime contractors upon contract execution. These forms shall be submitted by the prime contractor along with invoices for payment. These records will be available upon request to any authorized representative of

Augusta, Georgia or U.S. DOT. This requirement also extends to any certified DBE subcontractor.

- Augusta, Georgia will randomly select subcontractors throughout the year from which prime contractors have provided payment information and request that the subcontractor verify payment dates for invoiced work. This monitoring will assist Augusta, Georgia in identifying prime contractors that may not be complying with the prompt payment and retainage sections of this program.

Augusta, Georgia will bring to the attention of the U.S. DOT any false, fraudulent, or dishonest conduct in connection with the program, so that U.S. DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, referral to the U.S. DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules). Augusta, Georgia will consider similar action under our own legal authorities, including responsibility determinations in future contracts, removal of firms from the prequalified bidders and consultants lists or revocation of DBE certification if applicable, pursuant to Federal and State Law.

Section 26.31 Directory

Augusta, Georgia is a non-certifying member of the Georgia Unified Certification Program (UCP) established in

http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx

GDOT serves as Manager for the UCP's electronic DBE Directory, which includes all DBE certifications made by Certifying Members.

The Directory lists the firm's name, address, telephone number, email address, and the type of work the firm has been certified to perform as a DBE. The DBE Directory is updated daily by the Department and other Georgia Unified Certification Program certifying members and is available on the internet at

http://www.dot.ga.gov//doingbusiness/dbePrograms/Pages/default.aspx

Certifying members are required to update the DBE Directory within three days of a certification decision. The Directory can be sorted by NAICS code, specialty code, work location and physical location, firm name, business description, or you can download the Directory electronically. Interested parties may contact the Equal Opportunity Office to obtain a current copy of the DBE Directory:

Equal Employment Opportunity
600 West Peachtree Street, NW
(7th Floor)
Atlanta, GA 30308
(404) 631-1972 I (404) 631-1943 Fax
View Contact Directory

Uniform Certification Program Partner
MARTA
Office of Diversity and Equal Opportunity
2424 Piedmont Road, NE, Atlanta, GA 30324
(404) 848-5270 I (404) 848-4302 Fax
View MARTA website

Section 26.3 Overconcentration

Augusta, Georgia has not identified that DBE participation is over concentrated in certain types of work or concentrating opportunities in certain types of work or contracting opportunities the following measure will be used to address overconcentration, with prior approval from FTA. The measures include, but are not limited to the following:

- Coordinate with prime bidders to identify and use DBEs in other industry areas outside of the specific overconcentration area.
- Varying the use of contract goals to ensure non-DBEs are not unfairly prevented from competing for subcontracts.

Section 26.35 Business Development Programs

Augusta, Georgia has not established a business development program. The need for such a program will be re-evaluated every eighteen (18) months. Prior to any consideration of developing a program, Augusta, Georgia will seek approval from FTA.

Section 26.37 Monitoring and Enforcement Mechanisms

Augusta, Georgia will take the following monitoring and enforcement mechanisms to ensure compliance with FTA 49 CFR Part 26.

1. Augusta, Georgia will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

2. We will consider similar action under out own legal authorities, including responsibility determinations in future contracts.

3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by the DBE Liaison.

4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 - Fostering Small Business Participation (49 CFR Part 26.39)

Augusta, Georgia has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and Non-DBE Small Businesses):

A. Augusta, Georgia will meet its objectives using a combination of following methods and strategies.

   1. Unbundling: Augusta, Georgia, where feasible, may "unbundle" projects or separate large contracts into smaller contracts which may

be more suitable for small businesses participation. Augusta, Georgia will conduct contract reviews on each DOT - assisted contract to determine whether portions of the project could be "unbundled" or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Augusta, Georgia will document the factors used to determine whether or not a DOT - assisted contract will be unbundled or bid separately.

2. Outreach and technical assistance: Augusta, Georgia sponsors and participates in outreach and training opportunities for small businesses through various partnerships. Augusta, Georgia participates in business outreach sessions conducted by local municipalities and non-profit agencies which are designed to introduce small businesses to the procurement processes and practices. Additionally, Augusta, Georgia advertises contracting opportunities through various outlets including local newspaper, and trade publication as well as on its website.

B. Definitions

1. Small Business:

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration (SBA) regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three- year period.

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration).

-That is at least 51 percent owned by one or more individuals who are

both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;

-Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) as described in 49 CFR Part 26. The current PNW cap is $1.32 million.

-Whose average annual gross receipts, as defined by SBA regulations over the firm's previous three fiscal years is less than $22.41 million;

-Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and

-Has been certified as a DBE by the Georgia Department of Transportation (GDOT) in accordance with 49 CFR Part 26.

For the purposes of the small business element of the Augusta Georgia's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race- neutral participation on FTA - assisted contracts.

C. Certification and Verification Procedures

Augusta, Georgia will accept the following certification for participation in the small business element of Augusta, Georgia's DBE Program with applicable stipulations:

1. GDOT DBE Certification - DBE Certification by the Department of Transit which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE

certification issued by GDOT.

2. Small Business Enterprise (SBE) - Will require submittal of three years of business tax returns.

3. Georgia Department of Administration HUB Certification - Will require submittal of three years of business tax returns.

4. SBA 8 (a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

D. Implementation Schedule

Augusta, Georgia will approve the small business element of the Small Business Participation element of the DBE Program by February 28, 2012, and will implement it within three months of DOT's approval of this element.

E. Assurances

Augusta, Georgia makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;

2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;

3. There are no geographic or local preferences or limitations imposed on FTA - assisted contracts and DBE Program is open to small businesses regardless of their location;

4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;

5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and

6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Augusta, Georgia does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45, Augusta, Georgia will submit its triennial overall DBE goal to FTA August 1 of 2014. Augusta, Georgia is in Group B.

Augusta, Georgia will also request use of project-specific DBE goals as appropriate, and/or will establish project- specific DBE goals as directed by FTA. The process generally used by Augusta, Georgia to establish overall DBE goals is as follows:

- Augusta, Georgia calculates the amount of FTA funds that it will have available for the three (3) year period covered by the Overall DBE goal. This amount included all allocations from previous years, projections for allocations for three fiscal years and excludes funds that have already been assigned (contracts awarded) to ongoing projects and funds allocated for bus purchases.
- Augusta, Georgia identifies the projects that are carried out annually with FTA funds, and identifies upcoming projects as described in the Transportation

Development Plan (TOP), and during the quarterly grants meeting requests from managers any other projects that will be carried through in the upcoming three years.

- Augusta, Georgia identifies the activities covered by all above mentioned projects, and identifies the NAICS codes that represent these activities. Augusta, Georgia identifies how much of the available funds in the upcoming three years will be used for each NAICS category; with this data Augusta, Georgia creates Table
  #1"Funds Available by NAICS Category".

- Augusta, Georgia searches the UCP Directory and creates a list of all DBE companies certified under the identified NAICS codes. Augusta, Georgia adds to this mailing list; all Certified DBEs in Augusta, Georgia; the Bidders List and a list of local business organizations.

- Augusta, Georgia reviews census data and identifies business patterns under the NAICS codes identified as the activities to be funded by FTA funds in the three upcoming years, and determines the number of firms available in Augusta, Georgia under each NAICS category. Using the list of Certified DBEs pulled from the UCP directory by NAICS Category, and the business patterns data, Augusta, Georgia creates Table #2 "Relative Availability of DBEs by NAICS Category". Table #2 provides a figure of the relative available DBEs that could participate in FTA assisted contracts.

- Augusta, Georgia will use a weighted average to develop a base figure, which will be multiplied by the estimated percentage of total dollars expended within each NAICS category (Table I) by the percentage of DBE firms and subcontractors in each NAICS category (Table II).

- Augusta, Georgia will prepare the Goal Methodology document using Table I and Table II and will include a Table III which shows how the base figure is

developed using the weighted average. The document will include the DBE Policy Statement and will request input about the best media outlets that Augusta, Georgia can use to better disseminate the announcement of the DBE Methodology, and continued communication of the availability of FTA funded contracts. The document will also request input on how to better establish a level playing field for the participation of DBEs in the identified projects. This document will be mailed to all entities listed on the Goals Mailing List, and it will request their input by a specific date, in order to be considered prior to publication of the methodology.

- Following this consultation, Augusta, Georgia will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the DBE Liaison office for 30 days following the date of the notice, and informing the public that Augusta, Georgia and FTA will accept comments on the goals for 45 days from the date of notice.

- Augusta, Georgia will publish the notice in local papers. The notice will provide a link to the Augusta, Georgia website where the notice and methodology will be available; the notice will include the address where comments can be mailed, a telephone number where anyone can leave a voice comment and an email address where comments can be submitted during the comment period.

- Augusta, Georgia's overall goal submission to FTA will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc. used to develop the goal; a summary of information and comments received during this public participation process and Augusta, Georgia's responses; and proof of publication of the goal in media outlets listed above.

- Augusta, Georgia will begin using the overall goal on October 1 of the specified

year, unless FTA provides other instruction. Augusta, Georgia goal will remain effective for the duration of the three-year period established and approved by FTA.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on Augusta, Georgia's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, Augusta, Georgia will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problem identified in the analysis; and
3. Document in detail the analysis, and the steps established to implement a corrective action plan, and maintain information/records regarding the analysis and efforts made.

Section 26.49 Transit Vehicle Manufacturers Goals

Augusta, Georgia will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Augusta, Georgia may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Augusta, Georgia will meet its overall goal using race-neutral means of facilitating DBE participation. In order to do so, Augusta, Georgia will implement the following measures to achieve race-neutral DBE participation.

- Arranging solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part;
- Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors.

Section 26.51 Breakout of Estimated Race-Neutral & Race- Conscious Participation

The breakout of estimated race-neutral and race-conscious participation is not part of Augusta, Georgia Transit's DBE Plan. We use only race-neutral goals at this time. Augusta, Georgia expects to meet or exceed its currently established race-neutral goal of 4.83 percent and will not implement a race conscious goal. The assumptions based on spending history and current projections. If for any reason, Augusta, Georgia does not anticipate being able to meet its race- neutral goal then it would update the DBE program to add a race-conscious participation measures.
Additional information is included as Attachment 6 of this program.

Section 26.51(d-g) Contract Goals

Augusta, Georgia will use contract goals to meet any portion of the overall goal that would be unmet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race- neutral means. Augusta, Georgia will establish contract goals only on those FTA-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstance of each such contract (e.g. type and location of

work, availability of DBEs to perform the particular type of work).

Augusta, Georgia will express our contract goals as a percentage of the total amount of a DOT - assisted contract for new procurement.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts 26.53 (a) & (c)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, Augusta, Georgia will not award the contract to a bidder who does not either (1) meet the contract goals with verified, countable DBE participation; or (2) document it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Form 1 & 2 for Demonstration of Good Faith Efforts are presented as Attachment 3.

Evaluation of Good Faith Efforts:

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive:

Yvonne Gentry DBE Liaison
Augusta, Georgia Transit
530 Greene Street, Room 306
Augusta, Georgia 30901
(T) 706 821-2406
(F) 706 821-4228
ygentry@augustaga.gov

The process used to determine whether good faiths efforts have been made by a bidder are as follows:

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that DBE goals will be achieved. This includes, where appropriate, breaking out the contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

- Effectively using the services of available minority/women community organizations; minority/women contractor's groups; local, state and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- Review of the performance of other bidders in meeting the contract goal in comparison to the successful bidders' good faith efforts.

Augusta, Georgia will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before we can commit to the

performance of the contract by the bidder/offerer.

Information to be submitted 26.53(b)

Augusta, Georgia treats bidders/offerers' compliance with good faith efforts requirements as a matter of responsiveness.

Each separate solicitation for which a contract goal has been established will require the bidders/offerers to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration 26.53(d)

Within five days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offerer may request administrative reconsideration. Bidder/offerer should make this request in writing to the following reconsideration official: Janice Allen Jackson, Administrator of Augusta, Georgia, 535 Greene Street, Room 801, Augusta, Georgia 30901; 706 821-2400. The reconsideration official will not have played any role in the original determination that the bidder/offerer did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offerer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offerer will have the opportunity to meet in person with Augusta, Georgia's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. Augusta, Georgia will send the bidder/offerer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transpiration.

Good Faith Efforts when a DBE is replaced on a contract 26.53(e)

Augusta, Georgia requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without Augusta, Georgia's prior written consent. Prior written consent will only be provided where there is a "good cause" for termination of the DBE firm as established by Section 26.53 (f) (3) of the DBE regulation.

Before transmitting to Augusta, Georgia its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to Augusta, Georgia prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Augusta, Georgia of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate the DBE's contract, Augusta, Georgia will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, Augusta, Georgia will require the prime contractor to obtain Augusta's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Bid Specification Language:

Augusta, Georgia will put the following language:

The requirements of 49 CFR Part 26, Regulations of the Department of Transportation, apply to this contract. It is the policy of the Augusta, Georgia to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offerer will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of the bidder's commitment to use a DBE subcontractor whose participation is submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the

contract as provided in the prime contractors commitment; and

6. If the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

Augusta, Georgia will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61-26.73 Certification Process

Augusta, Georgia is a non-certifying member of the Georgia Unified Certification Program (UCP)

SUBPART E - CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

Augusta, Georgia is the member of a Unified Certification Program (UCP) administered by Georgia Department of Transportation (GDOT). The UPC will meet all of the requirements of this section. Augusta, Georgia will use and counts for DBE credit only those DBE firms certified by the Georgia UCP.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged."

If your firm engages in or intends to engage primarily in transit related goods and services: For additional information contact:

Kimberly A. King, EEO Director One Georgia Center
600 West Peachtree Street, NW (7th Floor)

Atlanta, Georgia 30308
Phone: (404) 631-1972
Fax: (404) 631-1943
Website: www.dot.ga.gov/doingbusiness/dbeprograms/

Reciprocity with Other UCPs

It is understood that:

a) The UCP, through its Executive Committee, may enter into written reciprocity agreement at any time with UCPs of other states subject to approval of USDOT.
b) Such reciprocity agreements (s) must outline the specific responsibilities of each participating UCP.
c) The UCP, and its Members, may accept a DBE certification decision, made by another UCP or state DOT, on a case-by-case basis.
d) The UCP, and its Members, shall share information concerning Georgia DBE firms or applicants with other UCPs and state DOTs upon written request.

SUBPART F - COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

Augusta, Georgia will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of Federal, State, or local law, Augusta, Georgia will not release personal financial information submitted by a DBE

applicant , to a third party (other than the U.S.DOT) without the consent of the applicant.

Monitoring Payments to DBEs

Augusta, Georgia will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Augusta, Georgia or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Augusta, Georgia will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

[List and append; we recommend that a copy of part 26 be attached to the program so that public users to whom we send copies can have it handy]

Attachment 1	Terms and Definitions
Attachment 2	Organizational Chart
Attachment 3	Forms 1 & 2 Demonstration of Good Faith Efforts
Attachment 4	Schedule of DBE Participation
Attachment 5	Breakout of Estimated Race-Neutral & Race Conscious Participation
Attachment 6	Certification Forms
Attachment 7	Procedures for Removal of DBE's Eligibility
Attachment 8	Final DBE Utilization Report

ATTACHMENT 1

DBE PROGRAM for AUGUSTA, GEORGIA'S
PUBLIC TRANSIT SYSTEM

TERMS/DEFINITIONS as per 49 CFR §26.5

The terms used in this program are defined in 49 CFR Part 26.5. The reader is referred to this section of the Federal regulations for detailed information about their meanings.

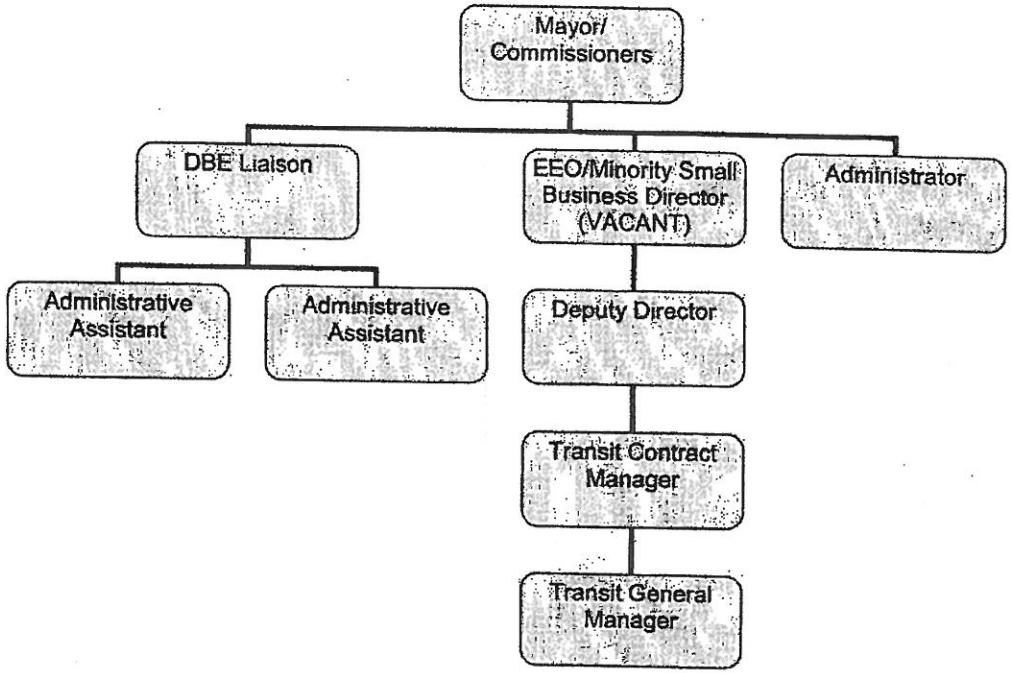
The Code of Federal Regulation (CFR), Title 49 Part 26 (10-1-12 Edition)

This document can be accessed at:
http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=5fc7946b772f5f6b117c7eeebb0fc39&rgn=div5&view=text&node=49:1.0.0.0.20&idno=49

Attachment 2

Organizational Chart

Augusta, Georgia



Revised 8/14/2013

ATTACHMENT 3

Forms 1 & 2 for Demonstration of Good Faith Efforts

Form 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offerer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

____The bidder/offerer is committed to a minimum of _____% DBE Utilization on this contract.

____The bidder/offerer (if unable to meet the DBE goal of _____%) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offerer's firm: _____

State Registration No._____

By_____ _____
(Signature)

FORM 2: LETTER OF INTENT

Name of bidder/offer's firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Name of DBE firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

Affirmation

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

By _____
(Signature) (Title)

If the bidder/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 DBE subcontractor.)

[Note: the examples provided above are not intended to be the exact forms used by DOT recipients when evaluating DBE participation on bids and/or making good faith efforts determinations. DOT expects that any forms used will be tailored to each organization's specific processes and needs. Whichever forms are used in practice should be included with your DBE program.]

ATTACHMENT 4

SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RLI #:	**DATE FORM SUBMITTED:**
PROJECT NAME:	**PROJECT START DATE:**
PRIME CONTRACTOR:	**ADDRESS:**
CONTACT PERSON:	**TELEPHONE #:**

DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed		Estimated Sub-Contract Amount
					$	
					$	
					$	
					$	
					$	
					$	
				Total Estimated Dollar ($) DBE Participation	$	
				DBE Subcontractor Participation Percentage ***(Total amount allocated to DBEs divided by Total Contract Amount)***	%	

The listing of a DBE shall constitute a representation by the bidder/responder to Augusta, Georgia that such DBE has been contacted and properly apprised of the upcoming city project. Bidders/Responders are advised that the information contained herein is subject to verification by Augusta, Georgia's contract representative, with the concurrence of Augusta, Georgia's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge:

Signature	*Title*	*Date*

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

ATTACHMENT 6

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

Augusta, Georgia will meet the maximum feasible portion of its overall annual goal by using race-neutral means for facilitating DBE participation. Augusta, Georgia uses race-neutral means to increase DBE participation. Some examples are:

1. Arranges solicitations, pre-bid meeting times, bid opening times, etc. in ways that accommodate DBE and other small business owners' schedules.
2. Provide assistance with reducing bonding requirements.
3. Provide technical engineering and risk management assistance
4. Advertise in local and regional plan rooms for large dollar and construction projects.
5. Ensure adequate distribution of DBE directory.

Augusta, Georgia will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see §26.51 (f)), and Augusta, Georgia will track and report race-neutral and race-conscious participation separately. For reporting purposes, race neutral DBE participation includes, but is not necessarily limited to, the following:

- DBE participation through a prime contract, DBE obtains through customary competitive procurement procedures;
- DBE participation through a subcontract on a prime contract that does not carry a DBE goal;
- DBE participation on a prime contract exceeding a contract goal: and
- DBE participation through a subcontract from a prime contractor that did not consider firm's DBE status in making the award.

Attachment 7
Certification Forms

Augusta, Georgia is the member of a Unified Certification Program (UPC) administered by Georgia Department of Transportation (GDOT). The UPC will meet all of the requirements of this section.

Attachment 8
Procedures for Removal of DBE's Eligibility

Augusta, Georgia is the member of a Unified Certification Program (UPC) administered by Georgia Department of Transportation (GDOT). The UPC will meet all of the requirements of this section.

Commission Meeting

February 21, 2023

Annual Bid Award – Landscape Maintenance Services for Environmental Services Dept.

Department:	Procurement
Presenter:	Geri Sams
Caption:	Motion to approve annual bid award for 23-129 Maintenance Services for Environmental Services Department to include 2 CNG stations. Services is to include pesticide application. Award is for one year to expire 12/31/23 – has an option to extend for one additional year.
Background:	Annual bid was let by through the Procurement Department. Four vendors responded with Yellowstone being the most responsive responsible vendor.
Analysis:	Motion to approve annual bid award for landscape maintenance services for the Engineering and Environmental Services Department. Services to include the Front Entrance of Landfill, Admin Building, CNG Station located at Tobacco Rd and CNG Station at 711 Scott Nixon. Service is to include pesticide application. Award recommendation is for one year to expire December 31, 2023. Has an option to extend for 1 year upon mutually agreeable terms.
Financial Impact:	Engineering and Environmental Services is responsible for the payment of the services provided.
Alternatives:	Not to award and acquire purchases per the Augusta Procurement Code.
Recommendation:	The Procurement Department recommendation is to approve as submitted by the user department and award the annual bid.
Funds are available in the following accounts:	541-04-4210 / 5222410
REVIEWED AND APPROVED BY:	N/A

Bid Item #23-129 Landscape Maintenance Service – Annual Contract
for Augusta, Georgia - Environmental Services Department
Bid Date: Monday, July 25, 2022 @ 1:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 34
Total packages submitted: 6
Total Noncompliant: 0

Vendors	Clean Cuts Landscaping 2712 Davis Mill Road Hephzibah, GA 30815	Jacobs Land Mangement 733 Scott Nixon Memorial Dr. Augusta, GA 30907	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907
Attachment B	Yes	Yes	Yes	Yes
E-Verify #	849255	417873	067036	648975
Addendum 1	Yes	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes	Yes
Pesticide License	Yes	Yes	Yes	Yes
FEES	PRICE	PRICE	PRICE	PRICE
Monthly	$3,000.00	$4,475.00	$8,500.00	$3,211.00
Annually	$36,000.00	$53,700.00	$102,000.00	$38,532.00
Herbicide	$6,500.00	$3,150.00	$12,000.00	$635.00 Please see notation on price sheet.
Pesticide License	$5,500.00	$3,150.00	$12,000.00	$635.00

No Bid Submittal: Rise and Shine Lawncare & Landscaping Services LLC; P. O. Box 1866; Hephzibah, GA 30815

No Bid Submittal: Yancey's Lawn Service

Clark's Superior Lawn Care
Larry Clark
129 Woodbridge Way
Statesboro, GA 30458

Jacobs Land Management
118 Woodland Rd.
Martinez, GA 30815
RETURNED MAIL

Augusta Quality, LLC
3904 Wrightsboro Rd, Ste C
Augusta, GA 30909

Lumberjack Lawn & Landscaping
3315 Limber Twig Lane
Augusta, GA 30906
RETURNED MAIL

Davis Landscape Company
PO Box 350
Evans, GA 30809
RETURNED MAIL

Charles W Ware, LLC
2940 Hill Creek Drive
Augusta, GA 30909
RETURNED MAIL

Rise and Shine Lawncare & Landscaping Services, LLC
P. O. Box 222
Gracewood, GA 30812

Georgia`s Green Lawn Care, LLC
2204 Richards Road
Augusta, GA 30906
RETURNED MAIL

Lumberjack Lawn & Landscaping
3315 Limber Twig Lane
Augusta, GA 30906
RETURNED MAIL

M & C Lawn Care & Maintenance Services,
LLC
3958 Wrightsboro Rd., Ste. B
Augusta, GA 30909
RETURNED MAIL

Neighborhood Yard Care, LLC
4829 Apple Ct
Augusta, GA 30909
RETURNED MAIL

Kohn`s Lawn Care & More, LLC
1918 Carvers Ct.
Hephzibah, GA 30815

Yancey`s Lawn Service
2612 Clarkston Ct.
Augusta, GA 30909
RETURNED MAIL

Green Harvest Lawncare
838 High Green Ct
Grovetown, GA 30813
RETURNED MAIL

Piedmont Landscape Mgt Inc
2013 Franke Ct
Augusta, GA 30909

Weed Slayer
702 McKnight Industrial Blvd
Augusta, GA 30907
RETURNED MAIL

Augusta Quality Lawncare
1504 Keron Way
Hephzibah, GA 30815
RETURNED MAIL

Top Cut Lawncare
159 Seaton Ave
Grovetown, GA 30813
RETURNED MAIL

S&S Lawncare
5009 Deer Trail Dr.
Hephzibah, GA 30815
RETURNED MAIL

CSRA Landscaping
2232A Peach Orchard Rd.
Augusta, GA 30906
RETURNED MAIL

Your Lawn Care Services
1456 Hephzibah-McBean Rd.
Hephzibah, GA 30815
RETURNED MAIL

Winsay Inc
6499 Carriage Lane
Harlem, GA
RETURNED MAIL

T. Garrett Enterprise LLC
1318 New Savannah Rd.
Augusta, GA 30901
RETURNED MAIL

Pond Maintenance Of Augusta, LLC
3707 Colbert Street
Augusta, Georgia 30906

Hameed Malik
Environmental Services

Lonnie Wimberly
Environmental Service

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID DUE: MON 7/18/22 @ 1:00 P.M.

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID MAILED: 06/09/2022

1 of 2

Augusta Lawn & Turf Inc.
3618 Phillips Drive
Augusta, GA 30907
RETURNED MAIL

Bulldog Cuts
907 Park Ave.
Augusta, GA 30901
RETURNED MAIL

Rise And Shine Lawn Care
1159 Waltons Trail
Hephzibah, Ga 30815
RETURNED MAIL

Yellowstone Landscape
702 McKnight Industrial Blvd.
Augusta, Ga. 30907
RETURNED MAIL

Augusta Quality LLC
3904 Wrightsboro Rd. Ste. C
Augusta, GA 30909

Between The Edges
816 Edgefield Rd.
North Augusta, SC 29841
RETURNED MAIL

CSRA LANDSCAPING
4223 WOODCREEK COURT
MARTINEZ, GA 30907
RETURNED MAIL

Neighborhood Yard Care LLC
8615 Crenshaw Dr.
Grovetown, GA 30813
RETURNED MAIL

Horizon Landscape
451 Timber Wolf Trail
Martinez, GA 30907
RETURNED MAIL

Hameed Malik
Environmental Services

Lonnie Wimberly
Environmental Service

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID DUE: MON 7/18/22 @ 1:00 P.M.

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID MAILED: 06/09/2022

2 of 2

Invitation to Bid

Sealed bids will be received at this office until **Monday, July 18, 2022 @ 1:00 p.m.** via ZOOM **Meeting ID: 813 2041 0703; Passcode: 407436** for furnishing:

COMMODITY CODE (Bid Items may have more parent codes)-----BID ITEM FOR ENVIRONMENTAL SERVICES DEPT.- ANNUAL CONTRACT

Bid Item #23-129 Landscape Maintenance Services 018-906-56; 022-910-52

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 office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

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, July 1, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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: 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	June 9, 16, 23, 30, 2022
Metro Courier	June 9, 2022

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams
Director - Procurement

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

'22 SEP 7 1:25PM

DATE: August 24, 2022

SUBJECT: Award Recommendation of Annual Bid 23-129, Landscape Maintenance Services

In response to Annual Bid Item 23-129, Landscape Maintenance Services, four compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Yellowstone Landscape. *The monthly fee of $3,211.00 includes 4 applications of turf chemicals and 1 application of pesticide to the turf area. There is not a separate charge for those applications.* This makes Yellowstone the lowest responsive bidder.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Tammie Herring

From: Nancy M. Williams
Sent: Thursday, August 25, 2022 9:42 AM
To: Tammie Herring
Cc: Darrell White; Tywanna Scott
Subject: FW: [EXTERNAL] Landscape Maintenance Services; #23-129 Clarification

Categories: augustaga.gov

Please see the response below.

From: Donham, Gregory <gdonham@yellowstonelandscape.com>
Sent: Thursday, August 25, 2022 9:41 AM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Subject: [EXTERNAL] Landscape Maintenance Services; #23-129 Clarification

Nancy,

Thank you for contacting me regarding 23-129 bid item. I pulled my copy and looked in our software to see how it was keyed. The monthly fee of $3211 includes 4 applications of turf chemicals and 1 application of pesticide in the turf area. There is not a separate charge for those applications. Contact me with any more questions.

Best regards,
Greg Donham
Yellowstone Landscape
803-634-2012

[**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.]

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

Tammie Herring

From: Nancy M. Williams
Sent: Wednesday, August 24, 2022 4:17 PM
To: gdonham@yellowstonelandscap.com
Cc: Darrell White; Tammie Herring; Tywanna Scott
Subject: 23-129 Landscape Maintenance Services
Attachments: 23-129 Yellowstone.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: augustaga.gov

Please clarify your fee submittal for bid item 23-119. Specifically the statement "4 included in monthly fee". You have listed $635.00/ea. for both herbicide and $635.00/ea. for pesticide. Please confirm the annual price for each.

Nancy Williams
Contract Compliance Administrator
Procurement Department
535 Telfair Street, Room 605
Augusta, GA 30901
Direct Phone (706) 821-2888
Cell (706)564-8896
Fax (706) 821-2811

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

Augusta GEORGIA

Bid Item #23-129 Landscape Maintenance Service – Annual Contract
for Augusta, Georgia - Environmental Services Department
Bid Date: Monday, July 25, 2022 @ 1:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 34
Total packages submitted: 6
Total Noncompliant: 0

Vendors	Clean Cuts Landscaping 2712 Davis Mill Road Hephzibah, GA 30815	Jacobs Land Mangement 733 Scott Nixon Memorial Dr. Augusta, GA 30907	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907
Attachment B	Yes	Yes	Yes	Yes
E-Verify #	849255	417873	067036	648975
Addendum 1	Yes	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes	Yes
Pesticide License	Yes	Yes	Yes	Yes
FEES	PRICE	PRICE	PRICE	PRICE
Monthly	$3,000.00	$4,475.00	$8,500.00	$3,211.00
Annually	$36,000.00	$53,700.00	$102,000.00	$38,532.00
Herbicide	$6,500.00	$3,150.00	$12,000.00	$635.00 Please see notation on price sheet.
Pesticide License	$5,500.00	$3,150.00	$12,000.00	$635.00

No Bid Submittal: Rise and Shine Lawncare & Landscaping Services LLC; P. O. Box 1866; Hephzibah, GA 30815

No Bid Submittal: Yancey's Lawn Service

Commission Meeting

February 21, 2023

Georgia County Internship Program (GCIP)

Department:	Human Resource Department
Presenter:	Anita Rookard
Caption:	Grant recipient for the Summer 2023 Georgia County Internship Program
Background:	Augusta Ga, Human Resource Department has been awarded a grant with ACCG Civic Affairs Foundation Internship Program.
Analysis:	
Financial Impact:	The County pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided. The wages for the intern for the 2023 grant period is $12.00 per hour.
Alternatives:	Intern cannot be paid less than $12.00 per hour. Total hourly pay for a maximum 200-hour internship may not exceed $2400 in wages.
Recommendation:	Motion to approve Human Resources to accept the Grant award to participate in the GCIP program.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____County ("**COUNTY**"), having its principal office at_____.
In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY'S** governing authority and entry on the **COUNTY'S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

a. **Hourly Rate**. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than $12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of $12.00 per hour, including workers' compensation and FICA.

b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to $24.00 per intern, per internship.

c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to $183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than $12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. **Obligations of COUNTY:**

A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.

B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of $12.00 per hour for each hour suffered or permitted to be worked by the intern.

C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.

D. **Required Information: Proof of Payment of Intern and Reporting Requirements**. Upon completion of the internship, the **COUNTY** shall provide the following information

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") **(Exhibit C)**; (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form ("Reimbursement Form") **(Exhibit D)**; and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 16, 2023 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 28, 2023; intern consent form ("Intern Consent Form") **(Exhibit F)**; the intern information form ("Intern Information Form" **(Exhibit G);** and an intern photograph.

F. Tax Withholdings. The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings.

G. Nondiscrimination in Employment Practices. The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:

1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. **Fair Labor Standards Act**

3. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. Natural Termination. Unless otherwise terminated, this Agreement shall terminate December 31, 2023.

D. Survival. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION,** Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION.**

C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION,** or the Association County Commissioners of Georgia.

B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.

C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

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COUNTY:	**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**
_____	_____
Signature	Signature
_____	Dave Wills_____
Printed Name	Printed Name
_____	Secretary-Treasurer_____
Title:	Title:
This ____ day of _____, 2023	This ____ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

_____

Clerk

ACCG Civic Affairs Foundation

February 1, 2023

Ms. Ashley Baker
535 Telfair St
Augusta, GA 30901

Dear Ms. Baker:

I am pleased to inform you that Augusta-Richmond County has been awarded a **General Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2023 summer program in the amount of **$5,215.20** for the **Human Resources** intern project to cover **two** internships. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2023 grant program.

Sincerely,

Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Garnett Johnson
Debra Carter
Lena Bonner
Takiyah Douse

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Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is **Friday, December 2, 2022**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.

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Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	

Section II: General Grant Information

County Name:	Augusta Richmond County
County E-Verify Number:	46923
Number of Interns Requested:	2

Are you submitting an application that includes a partner?		☐ Yes ☑ No
List partners:		
Is your partner a nonprofit, college, or university?		☐Yes ☐ No
List contribution level	____$500 (25%) _____Other	

(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:	Ashley Baker / Whitney Sims		
County:	Augusta Richmond County		
Department:	Finance / Human Resources		
Position:	Accountant, Senior / Employment Team Lead		
Address:	535 Telfair Street, Augusta, GA 30901		
Email:	abaker@augustaga.gov / wsims@augustaga.gov	**Phone:**	706-821-2521 / 706-821-2511

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is $2400 plus FICA and WC supplement)		☐ Yes ☑ No
What amount?	$:	
OR		
Is the county providing additional funding? (on top of the grant amount)		☐ Yes ☑ No

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What amount?	$:	

Who will be the supervisor for the intern? **Debra Carter**

☐ Same as grant coordinator or other primary county contact

☑ Other

Name:	Debra Carter		
Department:	Human Resources		
Position:	Administrative Assistant III		
Address:	535 Telfair Street, Ste 400, Augusta, GA 30901		
Email:	dcarter@augustaga.gov	Phone:	706-432-5206

Has this individual previously supervised interns? ☑ Yes ☐ No

Is adequate space available to support an intern?	☑ Yes	☐ No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	☑ Yes	☐ No
Will outside technical assistance be required for the intern to complete the project?	☐ Yes	☑ No
If Yes, who will provide it:		
Has your county previously had an intern?	☑ Yes	☐ No
Has your county ever had an intern in this field?	☑ Yes	☐ No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	☑ Yes	☐ No
Is there a college or university located in your county?	☑ Yes	☐ No
Is there a technical college located in your county?	☑ Yes	☐ No

What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)

Students should have basic computer skills and knowledge of Microsoft Office Suite (Excel, PowerPoint, and Word).

Will any special training be provided to the intern?	☑ Yes	☐ No
If Yes, please describe:	HRIS (CentralSquare), maintaining filing system	

Please describe how your county plans to recruit and advertise the internship position:

The position will be advertised through GovernmentJobs.com, which is our primary job board that we use for our recruitment. In addition, the bulletin will be sent to the high schools in the area and to our list of colleges/universities. All candidates will need to submit an application along with their transcripts. All applications will be reviewed and qualified applicants will be interviewed.

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Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Human Resources Intern

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

The internship enables opportunities for students to gain real-world experience by working on a wide range of HR projects in an office environment. The internship will provide insights into talent management competencies and specialties including Compensation, Workforce Analytics, HR Service Delivery, Recruiting, Development, Benefits, and Employee Relations. Augusta Richmond County Human Resources is seeking interns with strong work ethics who are highly motivated, organized, and detail oriented. The selected candidate will support the HR team on a variety of projects, to include but not limited to the following:

- **Work closely with recruiters to learn about the full-cycle recruiting process.**
- **Post open positions using the applicant tracking system and on other job sites as needed.**
- **Assist in new-hire onboarding, including collecting documents and completing checklists.**
- **Provide support in new-hire orientation.**
- **Complete employment verifications and background checks.**
- **Assist with benefits support functions and special projects.**
- **Learn about the organization's benefits open enrollment process.**
- **Learn to use the HR management system, CentralSquare.**
- **Prepare training materials, slides, and handouts.**
- **Maintain existing employee records.**
- **Attend recruitment events.**

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To qualify, interns must be currently enrolled in an undergraduate or graduate program, have graduated college within one year of the internship start date, or currently are high school students who are 16 years of age or older and are dually enrolled in a college or university.

The internship will enhance our ability to accomplish our strategic goals, recruit top talent, and build strong relations within the community and with our students. Current vacancies have created understaffing resulting in a backlog of tasks, missed deadlines, and the assignment of additional duties to current employees. Having an intern will not only eliminate the backlog but bring in fresh and novel ideas which can benefit the HR department. In addition, an intern is an effective way to evaluate the talent of future hires, leading to a possible job offer at the end of the internship. The internship will benefit Augusta Richmond County by fulfilling a civic and professional responsibility. Hiring an intern is an excellent way to give back by providing the students in the community the unique opportunity of really getting to know who they really are as individuals and to identify their strengths and weaknesses.

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.

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Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I,_____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2023.

_____
County Position

_____ _____
Signature Date

_____
E-Verify Number

_____
Date of E-Verify Authorization

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Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement:_____

Requested By: _____

Intern Information

Name:_____

Department Hired:_____

Number of Hours Worked:_____

Cost of Wages:_____
Cost of FICA: _____
Cost of Worker's Compensation: _____
Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of $2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of $1 per $100 salary for a maximum reimbursement of $24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of $183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than $12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I,_____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 16, 2023.**

_____ _____

Signature Date

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Exhibit E

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

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Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I,_____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and_____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

_____

Signature of Intern

_____

Date

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GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:	Title:		
County:	Department:		
Street Address:			
City:	State:	ZIP Code:	
Phone Number:	Email Address:		
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:	State:	ZIP Code:	
Phone Number:	Personal Email address:		
College/University Student Attends:	Program or Major:	Expected Year of Graduation:	
Post Graduation Plans:			
Intern Position Title:	Department:		
Start Date:	End Date:	Hours Worked Per Week:	
SIGNATURES			
Signature of County Supervisor:	Date:		
Signature of Hired Intern:	Date:		

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

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MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2023 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: February 3, 2023

Congratulations on being a grant recipient for the Summer 2023 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2023-September 1, 2023. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 16, 2023. **Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.**

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to return it as soon as possible so that it can be finalized by the Foundation. When an intern has been hired, the Foundation should be notified, and a copy of the Intern Consent Form and the Intern Information Form should be submitted as soon as possible, but no later than **July 28, 2023**. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program you are aware that we request that the intern evaluation form and photo(s) of the intern be submitted. In that past this has been an optional requirement, but it is now mandatory. Please ensure that both are submitted in order to be eligible for the reimbursement.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor's guide. The grant agreement is included in a separate attachment and includes the following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement form 5) intern evaluation form, 6) the intern consent form, and 7) the

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intern information form.

In order to receive the grant funds, the county must submit the following to the Foundation:

1) **Signed Grant Agreement – as soon as possible**
2) **Signed Intern Consent Form – beginning of the internship but no later than July 28**
3) **Signed and Completed Intern Information Form – beginning of the internship but no later than July 28**
4) **Intern Photo-by September 1 (head shot and action photo)**
5) **Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 16, 2023**
6) **Signed and Completed Grant Reimbursement Form – by October 16, 2023**
7) **Proof of Payment-- by October 16, 2023**
7) **Completed Intern Evaluation -by October 16, 2023**

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers' compensation coverage, and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. **Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.**

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-992-8737.

Thanks again for your participation in this program.

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) County Check List

☐ Read all provided information before completing required forms

☐ The **Grant Agreement** needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation **as soon as possible.** The Foundation will then sign the agreement and return it to the County.

☐ Send Foundation internship job posting and advertise locally **as soon as possible**

☐ Complete, sign and submit the **Intern Information Form** to the Foundation **at the beginning of the internship**, **but no later than July 28, 2023** (must be signed by intern and intern supervisor)

☐ Intern to complete and sign **Intern Consent Form** and submit to the Foundation **at the beginning of the internship, but no later than July 28, 2023**

☐ Submit photo(s) of Intern (head shot and action shot) by **September 1, 2023**

☐ Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by **October 16, 2023**

☐ Submit proof of payment to the Foundation by **October 16, 2023**

☐ Submit Intern Evaluation to the Foundation by **October 16, 2023**

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP)
Frequently Asked Questions

Will the grant contract need to be approved by the board of commissioners?

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students who are dually enrolled in a college program ***and*** are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

What if my intern doesn't complete the full 200 hours?

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2023 grant period is $12.00 per hour. Interns cannot be paid less than $12.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed $2400 in wages, $183.60 in FICA, and up to $24 in workers' compensation costs for a maximum reimbursement of $2607.60 per intern. An intern paid using GCIP grant funds must be covered under the county's workers' compensation plan.

If a county wants to pay an intern more than $12.00 per hour, that amount over $12.00 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over $12.00 per hour nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

What if my county has already hired an intern for the grant period?

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website www.civicaffairs.org to provide statewide exposure to interested students and sharing these postings with career service directors across the state. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

What happens if a county is not able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application ?

Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?

Interns funded by GCIP are prohibited from participating in any type of political campaign work.

ACCG Civic Affairs Foundation

Georgia County Internship Program

County Intern Supervisor's Guide

Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.

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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?

2. How does this internship fit into your schedule and educational goals?

3. What do you hope to gain from this experience?

4. Do you have any knowledge or experience with local government issues?

5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?

6. Do you have experience working with customers/clients?

7. Any questions?

Sample Internship Offer Letter

Dear _____,

It is with great pleasure that I offer you the position of _____ internship with _____ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a "hands on" understanding of the inner workings of county government.

The position that you are being offered begins _____ and ends _____. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _____ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the _____ County team, it will be important to note and adhere to _____ County's standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to _____ County.

Sincerely,

_____

_____ County Internship Supervisor

Sample Internship Rejection Letter

Dear _____,

I enjoyed meeting with you on _____ regarding the _____ internship position with _____ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

_____

_____ County Internship Supervisor

Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ **Prepare an Intern Manual**

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ **Develop a timeline of assignments and projects, including tentative due dates (**see the sample Work Plan**)**

☐ **Set aside space for the intern to work** (desk, office, cubicle, etc.)

☐ **Set up passwords for computers and/or phones if needed**

☐ **Order name badge or employee ID if required**

☐ **Send email to the intern regarding the 1st day of work (**provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.**)**

☐ **Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff** (if resources are available)

☐ **Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (**fill out county personnel information, grant paperwork, etc.)

Sample Internship Project Plan

_____County

Project Assigned:

_____

Project Details:

_____

Project Deadline:

_____

Recommended Resources:

_____

(Insert time frame) Tasks:

_____

(Insert time frame) Tasks:

_____

Mid-Project Review Date:

_____

(Insert time frame) Tasks:

_____

Final Project Review Date:

_____

Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Form to the Foundation as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.

Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

Project Deadline: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager's office. Provide an inventory of each record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as needed.

Weeks 11-12: Draft directions on how to use database and retention schedule

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

County Considerations for Future Internships

The Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much "down time"? Was enough work available for the intern?
3. Was the type of project assigned suitable for college undergraduate or graduate students? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are undergraduate or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?

Administrative Services Committee

February 14, 2023

DA – Dodge Durango

Department: Central Services – Fleet Management

Presenter: Ron Lampkin

Caption: Motion to approve the purchase of one Dodge Durango, at a total cost of $45,578 to Thomson Motor Center for the District Attorney's Office.

Background: The state contract holder, Akins Ford Dodge quoted the Dodge Durango at $49,865.87. Thomson Motor Center quoted the Dodge Durango at $45,578. Fleet Management recommends purchasing the Dodge Durango from Thomson Motor Center due to the price difference of $4,287.87 from the state contract holder.

To ensure we meet the pricing cut off the vendor has recommended placing the order at the estimated cost. Once Commission has approved the order, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Analysis: The purchase of one Dodge Durango was requested by the District Attorney's Office to support the operational needs. The Procurement Department approved the request to purchase the Dodge Durango from Thomson Motor Center.

Thomson Motor Center - $45,578

Financial Impact: SPLOST 8 (330-03-1310/222-03-9003/54-22110) $45,578 – Thomson Motor Center

Alternatives: (1) Approve (2) Do not approve

Recommendation: Motion to approve the purchase of one Dodge Durango, at a total cost of $45,578 to Thomson Motor Center for the District Attorney's Office.

Funds are available in the following accounts:	SPLOST 8 (330-03-1310/222-03-9003/54-22110)
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE ONE (1) 2023 VEHICLE FROM THOMSON MOTOR CENTER

This letter of intent dated, January 20, 2023, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: one (1) 2023 Dodge Durango for the District Attorney's Office.

1. **Buyer**: Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller**: Thomson Motor Center: 2158 Washington Road, NE, Thomson GA 30824
3. **Vehicle Total Purchase Price**: $45,578.00.

The specific specifications and pricing information for the purchase is attached.

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Geri A. Sams
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications

Augusta GEORGIA

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

'23 JAN 19 1:01 PM

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **January 12, 2023**

SUBJECT: **Request to purchase one 2023 Dodge Durango for the District Attorney's Office**

Central Services-Fleet Management Division request to purchase a 2023 Dodge Durango on behalf of the District Attorney's Office from Thomson Motor Center.

The state contract holder, Akins Ford Dodge quoted the 2023 Dodge Durango at $49,865.87. Thomas Motor Center quoted the 2023 Dodge Durango for $45,578.00. Fleet Management recommends purchasing the 2023 Dodge Durango from Thomas Motor Center due to the price difference of $4,287.87 from the state contract holder.

Fleet is requesting a "Letter of Intent to Purchase" for the dealer to hold the vehicle for Augusta, Georgia. Due to the changing market conditions, there is a chance Dodge manufacture can choose to not fulfil any remaining orders due to low supply and high demand; however, the letter will prioritize the truck to be built for Augusta Richmond County and guarantee pricing. Once Commission has approved the order, Fleet Management will acquire a purchase order and submit to vendor for securing the asset purchase.

Thank you for your assistance. Please call Fleet Management at 706-821-2894 if you have any questions or concerns regarding this request.

RL/kb

Mac McAlister Fleet Manager
2158 Washington Road NE, Thomson GA 30824
Ofiice: 706-986-5714 Cell:706-699-1624

1/13/2023

Buyer:	AUGUSTA GEORGIA
	535 TELFAIR ST
	AUGUSTA GA 30901
	PROCUREMENT SUITE 800
Phone:	
Fax:	

Cell:	
Phone:	
Fax:	

Make:	DODGE
Model:	DURANGO PURSUIT AWD
Year:	2023
Color:	BLACK
VIN:	N/A
Stock #:	N/A
Mileage:	N/A

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	$46,865.00
Sale Price	**$42,045.00**

Options Included		
5.7L HEMI MDS VVT ENGINE	18X8.0 PAINTED ALUMINUM WHEELS	**included in price**
CLOTH BUCKET SEATS	8-SPD AUTO 8HP70 TRANS	**included in price**
FULL LENGTH FLOOR CONSOLE		**included in price**
FLOOR CARPET W/ FLOOR MATS		**included in price**
Available Options		
POWER LIFT GATE		$ 440.00
UNCONNECT 5 NAV 10.1 DISPLAY		$ 1,095.00
TECHNOLOGY GROUP (Advanced Brake Assist, Rain Sensitive Windshield Wipers, Adaptive Cruise Control w/Stop, Lane Departure Warning Plus, Full Speed Fwd Collision Warn Plus		$ 2,680.00
Options Total		

Sub Total	**$42,045.00**
DOC	
Tag	
Units 1	
Balance Due	**$42,045.00**

Manager Mac McAlister **Customer** _____

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

QUOTE

Date	Quote #
1/11/2023	7407

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2022/2023 DODGE DURANGO ADMIN PACKAGE WITH EQUIPMENT CONSOLE & SIREN/LIGHT CONTROL BOX		
2	SOU-PMP2WSSSB	SOUND OFF PMP2WSSSB WINDOW SHROUD KIT FOR SINGLE 4" MPOWER W/STUD MOUNT	25.00	50.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE (FRONT WINDSHIELD)	130.00	260.00
1	FEN-FS-0416-B	FENIEX FS-0416-B S SERIES 400 LIGHTSTICK ALL BLUE (REAR BACK WINDOW)	249.00	249.00
2	FEN-S-ENDCAPBR...	FENIEX 32-00020-01 SHORT END CAP ARM BRKT-EACH	7.00	14.00
1	SOU-ETSA481CSR	SOUND OFF ETSA481CSR 400 SERIES MULTIFUNCTION SIREN W/ KNOB CONTROL , 100 WATT	420.00	420.00
1	COD-C3100DUR2	CODE3 C3100DUR2 C3100 W/ DURANGO BRACKET	190.00	190.00
1	JOT-425-6680	JOTTO 425-6680 2021 DURANGO CONTOUR CONSOLE (20" FP)	565.00	565.00
1	JOT-425-3704	JOTTO 425-3704 DUAL INTERNAL CUPHOLDER	55.00	55.00
1	JOT-425-6260	JOTTO 425-6260 UPPER STRUCTURE ARMREST	65.00	65.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	35.00	35.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	60.00	60.00
1	TINT	WINDOW TINT - FRONT TWO ROLLDOWNS AND STRIP	195.00	195.00
1	LABOR	LABOR TO INSTALL ABOVE & CONNECT FACTORY WIG WAG FUNCTION	1,375.00	1,375.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recepiant of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recepitant supplies West Warning Equipment with a purchase order for the quoted goods and/or serivces. Commencement of purchasing goods and/or providing serives will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)	$0.00
Total	$3,533.00

AKINS FORD DODGE 220 W. MAY STREET WINDER GA 30680

CONTACT: ROZ ICENHOUR RICENHOUR@AKINSONLINE.COM (770) 868-5271

2023 DODGE DURANGO PURSUIT ALL-WHEEL DRIVE SWC # 99999-001-SPD0000183

8-Spd Auto; Power Driver Seat/Windows/Locks/Mirrors;4-Key Fobs;Hub Caps;18X8 Black Steel Wheels;Blind Spot Detection
P265/60R18 BSW On/Off Road Tires;Full Size Spare;Rear Back-up Camera;Cloth Interior;Rear Heat/AC;Keyless Entry
140 MPH Primary Cert. Speedometer;Black Vinyl Floor;Apple Car Play;Automatic Headlamps;Daytime Running Lights;

	Code	Vehicle Options A		Total		Code	Vehicle Options B		Total
1	22X	5.7L BASE VEHICLE PRICE	41,599.00	41,599.00		**	**TECHNOLOGY GROUP**		
	2BX	3.6L V6 24V VVT ENGINE	38,671.00	0.00			ADAPTIVE CRUISE CONTROL		
	XCS	4 ADDITIONAL KEYS	104.03	0.00			ADVANCED BRAKE ASSIST		
	LNF	DRIVER SIDE LED SPOT LAMP	554.49	0.00			FORWARD COLLISION WARNING		
	CW6	DEACTIVATE REAR DOORS/WINDOWS	77.77	0.00			LANE DEPARTURE WARNING		
	GXF	ENTIRE FLEET KEYED ALIKE	146.45	0.00			RAIN SENSITIVE WIPERS		
1	CKD	FLOOR CARPET W/FLOOR MATS	126.25	126.25					
1	CUF	FULL LENGTH FLOOR CONSOLE	299.97	299.97		**	**UCONNECT 5 NAVIGATION SYSTEM**		
	CUG	POLICE FLOOR CONSOLE	864.56	0.00			10.1" TOUCHSCREEN DISPLAY		
1	JRC	POWER LIFTGATE	398.95	398.95			1 YR TRIAL		
	LSA	SECURITY ALARM	154.53	0.00			APPLE CARPLAY		
	ADL	SKID PLATE GROUP	299.97	0.00			4G LTE WI-FI HOT SPOT		
1	ADG	TECHNOLOGY GROUP **	2,436.12	2,436.12			GOOGLE ANDROID AUTO		
1	UBN	UCONNECT 5 NAVIGATION SYSTEM **	995.86	995.86			SIRIUS XM SATELLITE RADIO		
	XDV	DRIVER SIDE BALLISTIC DOOR PANEL	2,472.49	0.00					
	XPW	FRONT & REAR WIRE HARNESS **	1,454.40	0.00		**	**FRONT & REAR WIRE HARNESS**		
1	WP1	18X8.0 PAINTED ALUMINUM WHEELS	354.51	354.51			POWER DISTRIBUTION CENTER		
1	A7X9	CLOTH FRONT BUCKETS W/VINYL REAR	122.21	122.21			**LATE AVAILABILITY**		
	DLR	TWO TONE PAINT - STARTING PRICE	1,250.00	0.00					
	DLR0	WEATHERTECH FLOOR MATS - 3 PIECE	366.54	0.00					
				0.00					
		REGIONAL DELIVERY FEE:							
		REGION 1	120.00	0.00					
		REGION 2	100.00	0.00					
		REGION 3	100.00	0.00					
		REGION 4	100.00	0.00					
		REGION 5	80.00	0.00					
		REGION 6	150.00	0.00					
		REGION 7	150.00	0.00					
		REGION 8	175.00	0.00					
		REGION 9	175.00	0.00					
		REGION 10	245.00	0.00					
		REGION 11	245.00	0.00					
		REGION 12	245.00	0.00					
							DELIVERY		0.00

PAINT COLORS					
		NO CHARGE PAINTS	**Special Paints (A) Add'l $510.05**		
	PW7	BRIGHT WHITE CLEAR COAT	BLU BY YOU PEARL COAT	PBU	
1	PXJ	BLACK CLEAR COAT	FLAME RED PEARL COAT	PR4	
			RANGER CLEAR COAT	P82	
		Special Paints (B) Add'l $359.56			
	PAS	BALTIC GREY METALLIC CLEAR COAT	EMBER PEARL COAT	PHC	
	PSE	SILVER METALLIC CLEAR COAT	FROSTBITE PEARL COAT	PCA	
	PRV	OCTANE RED PEARL COAT	MIDNIGHT SKY	PCQ	
	PDN	DESTROYER GREY CLEAR COAT			

Base Vehicle	**$41,599.00**
Total Vehicle Options A	**$4,733.87**
Total Vehicle Options B	**$0.00**
Special Paint (A)	**$0.00**
Special Paint (B)	**$0.00**
Delivery Zone	**$0.00**
Total	**$46,332.87**

Agency

Agency Contact

Phone #

Address

PURCHASE ORDER #

Administrative Services Committee

Meeting Date: 2/14/23

Annual Bid Award – Landscape Maintenance Services for Environmental Services Dept.

Department:	Procurement
Presenter:	Geri Sams
Caption:	Motion to approve annual bid award for 23-129 Maintenance Services for Environmental Services Department to include 2 CNG stations. Services is to include pesticide application. Award is for one year to expire 12/31/23 – has an option to extend for one additional year.
Background:	Annual bid was let by through the Procurement Department. Four vendors responded with Yellowstone being the most responsive responsible vendor.
Analysis:	Motion to approve annual bid award for landscape maintenance services for the Engineering and Environmental Services Department. Services to include the Front Entrance of Landfill, Admin Building, CNG Station located at Tobacco Rd and CNG Station at 711 Scott Nixon. Service is to include pesticide application. Award recommendation is for one year to expire December 31, 2023. Has an option to extend for 1 year upon mutually agreeable terms.
Financial Impact:	Engineering and Environmental Services is responsible for the payment of the services provided.
Alternatives:	Not to award and acquire purchases per the Augusta Procurement Code.
Recommendation:	The Procurement Department recommendation is to approve as submitted by the user department and award the annual bid.
Funds are available in the following accounts:	541-04-4210 / 5222410
REVIEWED AND APPROVED BY:	N/A

Bid Item #23-129 Landscape Maintenance Service – Annual Contract
for Augusta, Georgia - Environmental Services Department
Bid Date: Monday, July 25, 2022 @ 1:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 34
Total packages submitted: 6
Total Noncompliant: 0

Vendors	Clean Cuts Landscaping 2712 Davis Mill Road Hephzibah, GA 30815	Jacobs Land Mangement 733 Scott Nixon Memorial Dr. Augusta, GA 30907	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907
Attachment B	Yes	Yes	Yes	Yes
E-Verify #	849255	417873	067036	648975
Addendum 1	Yes	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes	Yes
Pesticide License	Yes	Yes	Yes	Yes
FEES	PRICE	PRICE	PRICE	PRICE
Monthly	$3,000.00	$4,475.00	$8,500.00	$3,211.00
Annually	$36,000.00	$53,700.00	$102,000.00	$38,532.00
Herbicide	$6,500.00	$3,150.00	$12,000.00	$635.00 Please see notation on price sheet.
Pesticide License	$5,500.00	$3,150.00	$12,000.00	$635.00

No Bid Submittal: Rise and Shine Lawncare & Landscaping Services LLC; P. O. Box 1866; Hephzibah, GA 30815

No Bid Submittal: Yancey's Lawn Service

Clark's Superior Lawn Care
Larry Clark
129 Woodbridge Way
Statesboro, GA 30458

Jacobs Land Management
118 Woodland Rd.
Martinez, GA 30815
RETURNED MAIL

Augusta Quality, LLC
3904 Wrightsboro Rd, Ste C
Augusta, GA 30909

Lumberjack Lawn & Landscaping
3315 Limber Twig Lane
Augusta, GA 30906
RETURNED MAIL

Davis Landscape Company
PO Box 350
Evans, GA 30809
RETURNED MAIL

Charles W Ware, LLC
2940 Hill Creek Drive
Augusta, GA 30909
RETURNED MAIL

Rise and Shine Lawncare & Landscaping Services, LLC
P. O. Box 222
Gracewood, GA 30812

Georgia`s Green Lawn Care, LLC
2204 Richards Road
Augusta, GA 30906
RETURNED MAIL

Lumberjack Lawn & Landscaping
3315 Limber Twig Lane
Augusta, GA 30906
RETURNED MAIL

M & C Lawn Care & Maintenance Services,
LLC
3958 Wrightsboro Rd., Ste. B
Augusta, GA 30909
RETURNED MAIL

Neighborhood Yard Care, LLC
4829 Apple Ct
Augusta, GA 30909
RETURNED MAIL

Kohn`s Lawn Care & More, LLC
1918 Carvers Ct.
Hephzibah, GA 30815

Yancey`s Lawn Service
2612 Clarkston Ct.
Augusta, GA 30909
RETURNED MAIL

Green Harvest Lawncare
838 High Green Ct
Grovetown, GA 30813
RETURNED MAIL

Piedmont Landscape Mgt Inc
2013 Franke Ct
Augusta, GA 30909

Weed Slayer
702 McKnight Industrial Blvd
Augusta, GA 30907
RETURNED MAIL

Augusta Quality Lawncare
1504 Keron Way
Hephzibah, GA 30815
RETURNED MAIL

Top Cut Lawncare
159 Seaton Ave
Grovetown, GA 30813
RETURNED MAIL

S&S Lawncare
5009 Deer Trail Dr.
Hephzibah, GA 30815
RETURNED MAIL

CSRA Landscaping
2232A Peach Orchard Rd.
Augusta, GA 30906
RETURNED MAIL

Your Lawn Care Services
1456 Hephzibah-McBean Rd.
Hephzibah, GA 30815
RETURNED MAIL

Winsay Inc
6499 Carriage Lane
Harlem, GA
RETURNED MAIL

T. Garrett Enterprise LLC
1318 New Savannah Rd.
Augusta, GA 30901
RETURNED MAIL

Pond Maintenance Of Augusta, LLC
3707 Colbert Street
Augusta, Georgia 30906

Hameed Malik
Environmental Services

Lonnie Wimberly
Environmental Service

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID DUE: MON 7/18/22 @ 1:00 P.M.

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID MAILED: 06/09/2022

1 of 2

Augusta Lawn & Turf Inc.
3618 Phillips Drive
Augusta, GA 30907
RETURNED MAIL

Bulldog Cuts
907 Park Ave.
Augusta, GA 30901
RETURNED MAIL

Rise And Shine Lawn Care
1159 Waltons Trail
Hephzibah, Ga 30815
RETURNED MAIL

Yellowstone Landscape
702 McKnight Industrial Blvd.
Augusta, Ga. 30907
RETURNED MAIL

Augusta Quality LLC
3904 Wrightsboro Rd. Ste. C
Augusta, GA 30909

Between The Edges
816 Edgefield Rd.
North Augusta, SC 29841
RETURNED MAIL

CSRA LANDSCAPING
4223 WOODCREEK COURT
MARTINEZ, GA 30907
RETURNED MAIL

Neighborhood Yard Care LLC
8615 Crenshaw Dr.
Grovetown, GA 30813
RETURNED MAIL

Horizon Landscape
451 Timber Wolf Trail
Martinez, GA 30907
RETURNED MAIL

Hameed Malik
Environmental Services

Lonnie Wimberly
Environmental Service

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID DUE: MON 7/18/22 @ 1:00 P.M.

BID ITEM# 23-129 LANDSCAPE MAINTENANCE SERVICES
FOR ENVIRONMENTAL SERVICES DEPARTMENT
BID MAILED: 06/09/2022

2 of 2

Invitation to Bid

Sealed bids will be received at this office until **Monday, July 18, 2022 @ 1:00 p.m.** via ZOOM **Meeting ID: 813 2041 0703; Passcode: 407436** for furnishing:

COMMODITY CODE (Bid Items may have more parent codes)-----BID ITEM FOR ENVIRONMENTAL SERVICES DEPT.- ANNUAL CONTRACT

Bid Item #23-129 Landscape Maintenance Services 018-906-56; 022-910-52

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 office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

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, July 1, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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: 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	June 9, 16, 23, 30, 2022
Metro Courier	June 9, 2022

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams
Director - Procurement

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

'22 SEP 7 1:25PM

DATE: August 24, 2022

SUBJECT: Award Recommendation of Annual Bid 23-129, Landscape Maintenance Services

In response to Annual Bid Item 23-129, Landscape Maintenance Services, four compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Yellowstone Landscape. *The monthly fee of $3,211.00 includes 4 applications of turf chemicals and 1 application of pesticide to the turf area. There is not a separate charge for those applications.* This makes Yellowstone the lowest responsive bidder.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Tammie Herring

From: Nancy M. Williams
Sent: Thursday, August 25, 2022 9:42 AM
To: Tammie Herring
Cc: Darrell White; Tywanna Scott
Subject: FW: [EXTERNAL] Landscape Maintenance Services; #23-129 Clarification

Categories: augustaga.gov

Please see the response below.

From: Donham, Gregory <gdonham@yellowstonelandscape.com>
Sent: Thursday, August 25, 2022 9:41 AM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Subject: [EXTERNAL] Landscape Maintenance Services; #23-129 Clarification

Nancy,

Thank you for contacting me regarding 23-129 bid item. I pulled my copy and looked in our software to see how it was keyed. The monthly fee of $3211 includes 4 applications of turf chemicals and 1 application of pesticide in the turf area. There is not a separate charge for those applications. Contact me with any more questions.

Best regards,
Greg Donham
Yellowstone Landscape
803-634-2012

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

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AED: 104.1

Tammie Herring

From: Nancy M. Williams
Sent: Wednesday, August 24, 2022 4:17 PM
To: gdonham@yellowstonelandscap.com
Cc: Darrell White; Tammie Herring; Tywanna Scott
Subject: 23-129 Landscape Maintenance Services
Attachments: 23-129 Yellowstone.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: augustaga.gov

Please clarify your fee submittal for bid item 23-119. Specifically the statement "4 included in monthly fee". You have listed $635.00/ea. for both herbicide and $635.00/ea. for pesticide. Please confirm the annual price for each.

Nancy Williams
Contract Compliance Administrator
Procurement Department
535 Telfair Street, Room 605
Augusta, GA 30901
Direct Phone (706) 821-2888
Cell (706)564-8896
Fax (706) 821-2811

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

Augusta GEORGIA

Bid Item #23-129 Landscape Maintenance Service – Annual Contract
for Augusta, Georgia - Environmental Services Department
Bid Date: Monday, July 25, 2022 @ 1:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 34
Total packages submitted: 6
Total Noncompliant: 0

Vendors	Clean Cuts Landscaping 2712 Davis Mill Road Hephzibah, GA 30815	Jacobs Land Mangement 733 Scott Nixon Memorial Dr. Augusta, GA 30907	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Yellowstone Landscape 702 McKnight Industrial Blvd. Martinez, GA 30907
Attachment B	Yes	Yes	Yes	Yes
E-Verify #	849255	417873	067036	648975
Addendum 1	Yes	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes	Yes
Pesticide License	Yes	Yes	Yes	Yes
FEES	PRICE	PRICE	PRICE	PRICE
Monthly	$3,000.00	$4,475.00	$8,500.00	$3,211.00
Annually	$36,000.00	$53,700.00	$102,000.00	$38,532.00
Herbicide	$6,500.00	$3,150.00	$12,000.00	$635.00 Please see notation on price sheet.
Pesticide License	$5,500.00	$3,150.00	$12,000.00	$635.00

No Bid Submittal: Rise and Shine Lawncare & Landscaping Services LLC; P. O. Box 1866; Hephzibah, GA 30815

No Bid Submittal: Yancey's Lawn Service

Augusta Commission Meeting

February 21, 2023

Augusta Tomorrow's Urban Master Plan

Department:	N/A
Presenter:	Augusta Tomorrow, Inc.
Caption:	Motion to **approve** presentation by Augusta Tomorrow, Inc to include a financial request in the amount of **$150,000** for upcoming Urban Area Master Plan.
Background:	N/A
Analysis:	N/A
Financial Impact:	$150,000.00
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

February 21, 2023

Award Bid Item 22-287 Well Pumps & Motors

Department:	Utilities
Presenter:	Wes Byne, Utilities Director
Caption:	Motion to award Bid Item 22-287 for Water Well Pumps and Motors to the Lowest Bidder - Wastewater Solutions LLC
Background:	Augusta utilizes multiple wells as source water for portions of our water distribution system. We worked with the Augusta Procurement Department to solicit bids for pumps and motors to be used as replacements for existing equipment as needed. The solicitation resulted in bids from four venders that met our requirements.
Analysis:	Augusta Utilities has reviewed the responsive bids and has determined that the best bid was received from the lowest price bidder, Wastewater Solutions LLC, Boca Raton, Florida and found that it meets our specification requirements.
Financial Impact:	$75,492.00 for up to 12 pump and motor sets
Alternatives:	Reject bids and purchase individual pumps as needed (Not Recommended).
Recommendation:	Award Bid Item 22-287 to Wastewater Solutions LLC of Boca Raton, Florida.
Funds are available in the following accounts:	506043580-5425210
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Thursday, November 3, 2022 @ 11:00 a.m.** via ZOOM **Meeting ID: 879 9488 0778; Passcode: 466740** for furnishing:

Bid Item #22-287 Submersible Well Pumps and Motors for Augusta, GA – 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 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, October 21, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No 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: 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 29, 2022 and October 6, 13, 20, 2022
Metro Courier	September 29, 2022

Bid Opening Bid Item #22-287 Submersible Well Pump and Motors
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, November 3, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 32
Georgia Registry: 291
Total Packages Submitted: 4
Total Non-Compliant: 0

VENDORS	DXP Enterprise, Inc. 101 S. Davis Street Albany, GA 31701	A.C. Schultes of Florida dba Rowe Drilling 7584 W. Tennessee Street Tallahassee. FL 32304	The 419 Group, LLC P. O. Box 31418 Myrtle Beach, SC 29588	Wastewater Solutions, LLC 102 NE 2nd St., Ste 510 Boca Raton, FL 33432
Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	1362685	1116531	1215424	1832834
SAVE Form	Yes	Yes	Yes	Yes
Submersible Well Pumps and Motors				
ENCAPSULATED MOTOR - 30 HORSEPOWER, VOLTAGE 460 VAC, 60 HZ				
Price Each	$5,245.51	$4,350.00	$3,136.00	$2,267.00
Make	Centripro	Pentek	Hitachi	SME
Model	6M304	XE-6	6VCT1-KK-D11	6SME 300T
ENCAPSULATED MOTOR - 50 HORSEPOWER, VOLTAGE 460 VAC, 60 HZ				
Price Each	$9,445.51	$6,275.00	$4,978.00	$3,674.00
Make	Centripro	Pentek	Hitachi	SME
Model	86M504	XE-6	6VCT1-KK-D13	6SME 500T
SUBMERSIBLE PUMP - 7CLC 3 STAGE (400GPM @ 200TDH)				
Price Each	$4,174.85	$4,365.00	$2,639.00	$2,916.00
Make	Xylem	Gould's	Simflo	BOESCH PUMPS
Model	7CLC/3	7 CLC 3 stage	SSP7H	7WH-1C
SUBMERSIBLE PUMP - 7THC 3 STAGE (530GPM @ 200TDH)				
Price Each	$4,174.85	$4,385.00	$2,639.00	$3,725.00
Make	Xylem	Gould's	Simflo	BOESCH PUMPS
Model	7THC/3	7THC 3 stage	SSP7H	10CC-1C

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams – Contract Compliance Administrator
Tywanna Scott – Interim-Procurement Assurance Analyst
Shunika Hill—Interim-Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Stephen Orton, Superintendent-AUD Facilities and Maintenance

SUBJECT: **Submersible Well Pump and Motors (Bid Item #22-287) Recommendation of Award**

DATE: December 13, 2022

Attached is the bid tabulation for **Submersible Well Pump and Motors Bid No. 22-287**. It is our recommendation to award this bid to **Wastewater Solutions, LLC** because they have the lowest bid prices.

Thank you for your assistance to proceed with this request.

Wes Byne, P.E. - Director, Utilities Department 12 Dec 22 **Date**

CC: Tess Thompson, Manager-AUD Finance

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Augusta GEORGIA

Bid Opening Bid Item #22-287 Submersible Well Pump and Motors
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, November 3, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 32
Georgia Registry: 291
Total Packages Submitted: 4
Total Non-Compliant: 0

VENDORS	DXP Enterprise, Inc. 101 S. Davis Street Albany, GA 31701	A.C. Schultes of Florida dba Rowe Drilling 7584 W. Tennessee Street Tallahassee, FL 32304	The 419 Group, LLC P. O. Box 31418 Myrtle Beach, SC 29588	Wastewater Solutions, LLC 102 NE 2nd St., Ste 510 Boca Raton, FL 33432
Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	1362685	1116531	1215424	1832834
SAVE Form	Yes	Yes	Yes	Yes
Submersible Well Pumps and Motors				
ENCAPSULATED MOTOR - 30 HORSEPOWER, VOLTAGE 460 VAC, 60 HZ				
Price Each	$5,245.51	$4,350.00	$3,136.00	$2,267.00
Make	Centripro	Pentek	Hitachi	SME
Model	6M304	XE-6	6VCT1-KK-D11	6SME 300T
ENCAPSULATED MOTOR - 50 HORSEPOWER, VOLTAGE 460 VAC, 60 HZ				
Price Each	$9,445.51	$6,275.00	$4,978.00	$3,674.00
Make	Centripro	Pentek	Hitachi	SME
Model	86M504	XE-6	6VCT1-KK-D13	6SME 500T
SUBMERSIBLE PUMP - 7CLC 3 STAGE (400GPM @ 200TDH)				
Price Each	$4,174.85	$4,365.00	$2,639.00	$2,916.00
Make	Xylem	Gould's	Simflo	BOESCH PUMPS
Model	7CLC/3	7 CLC 3 stage	SSP7H	7WH-1C
SUBMERSIBLE PUMP - 7THC 3 STAGE (530GPM @ 200TDH)				
Price Each	$4,174.85	$4,385.00	$2,639.00	$3,725.00
Make	Xylem	Gould's	Simflo	BOESCH PUMPS
Model	7THC/3	7THC 3 stage	SSP7H	10CC-1C

Tess T. Thompson

From: Stephen Orton
Sent: Tuesday, December 6, 2022 4:05 PM
To: Tess T. Thompson
Subject: RE: Bid 22-287 Submersible Well Pumps and Motors

We would like to go with Wastewater Solutions, LLC when added up they are cheaper than the others for pumps and motors

Stephen H. Orton MSc, PE , CAP, CCST, Master Electrician
Augusta Utilities Department
Maintenance Superintendent
Cell - (706) 836-7283
sorton@augustaga.gov

"It doesn't make sense to hire smart people and tell them what to do; we hire smart people so they can tell us what to do." Steve Jobs

www.ISA.Org

From: Tess T. Thompson <TThompson@augustaga.gov>
Sent: Tuesday, December 6, 2022 3:48 PM
To: Stephen Orton <SOrton@augustaga.gov>
Subject: FW: Bid 22-287 Submersible Well Pumps and Motors

Please let me know your selections so that I can go ahead and submit the Letter of Recommendation.

Thanks!

Tess Thompson, MSA
Finance Manager
Utilities Department
Augusta, GA 30901
Tel . No. 706-312-4147
Fax No. 706-312-4123
tthompson@augustaga.gov

BORDER STATES
120 MEROVAN DRIVE
NORTH AUGUSTA, SC 29860

MSC INC.
4809 TECHNOLOGY DRIVE.
MARTINEZ,GA 30907
RETURNED MAIL

A&A ELECTRIC MOTOR AND REPAIR
1928 PARK AVE EXT. SE
AIKEN, SC 29801

HYDRAULIC SUPPLY CO.
2722 MIKE PADGETT HWY.
AUGUSTA, GA 30906

SOUTHEAST PUMP SPECIALIST
1864 TOBACCO RD.
AUGUSTA, GAS 30906

GRAINGER
1516 GORDON HWY.
AUGUSTA, GA 30906-2006

MERSINO DEWATERING
2377 ROCKAWAY INDUSTRIAL BLVD. NW
CONYERS, GA 30012

WATER WELL MOTORS
6815 BISCAYNE BLVD.
MIAMI, FL 33138
RETURNED MAIL

FRANKLIN ELECTRIC
9255 COVERDALE ROAD
FORT WAYNE INDIANA 46809

WASTEWATER SOLUTIONS
ATTN: MATIAS ROMAN
102 NE 2ND ST., SUITE 510
BOCA RATON, FL 33432

WES BYNE
UTILITES DEPT.

STEPHEN ORTON
UTILITIES DEPT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 22-287
SUBMERSIBLE WELL PUMPS AND MOTORS
FOR UTILITIES DEPARTMENT
BID DUE: THURS. 11/03/22 @ 11:00 A.M.

BID ITEM# 22-287
SUBMERSIBLE WELL PUMPS AND MOTORS
FOR UTILITIES DEPARTMENT
BID MAILED: 09/29/2022

1 of 1

Planholders

Add Supplier | Export To Excel

Supplier (4)

Supplier	Download Date
A.C. Schultes of Florida, Inc.	09/30/2022
Dodge Data	10/04/2022
Dxp Enterprises	09/30/2022
Wastewater Solutions, LLC	09/29/2022

Add Supplier

Supplier Details

Supplier Name	A.C. Schultes of Florida, Inc.
Contact Name	Greg Schultes
Address	11865 U.S. Highway 41 South , Gibsonton, FL 33534
Email	greg.acsfl@acschultes.com
Phone Number	813-741-3010

Documents

Filename	Type	Action
22-287_ITB	Bid Document / Specifications	View History

2022-09-29	Wilson, Tim		
WALKER & CANNON INC 2022-09-29	stephanie@temscoinc.com SWILLIFORD, SWILLIFORD	N	NOM
WASTEWATER SOLUTIONS LLC 2022-09-29	matias@wws-llc.com Roman, Matias	N	NOM
WATER & POWER TECHNOLOGIES 2022-09-29	cliff.estes@a-wpt.com Estes, Cliff	N	NOM
WATER & POWER TECHNOLOGIES 2022-09-29	monica.clark@a-wpt.com Clark, Monica		
WATER & POWER TECHNOLOGIES 2022-09-29	monica.clark@wpt.com WPT1, WPT1		
WOODROW SAPP WELL DRILLING INC 2022-09-29	jcarter@woodrowsapp.com Carter, Jeff	N	NOM
WOODROW SAPP WELL DRILLING INC 2022-09-29	wsapp3@woodrowsapp.com Sapp, Woody		
WRIGHTSBORO SUPPLY PLUMBING & ELECTRICAL 2022-09-29	bhankal@yahoo.com WRIGHTSBORO, WRIGHTSBORO	N	NOM
WRIGHTSBORO SUPPLY PLUMBING & ELECTRICAL 2022-09-29	wrightsborosupply@knowlogy.net BHANKAL, BHANKAL		
Wastewater Solutions, LLC 2022-09-29	meredith@wws-llc.com Rae, Meredith	N	NOM

ETHNIC GROUP	COUNT
African American	4
Asian American	2
Native American	1
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	104
Not Classified	0
Total Number of Vendors	111
Total Number of Contacts	216

PR_bid_email_list

Commission Meeting

February 21, 2023

Chemical Treatment of Sanitary Sewer Lines

Department:	Utilities
Presenter:	Wes Bynes-Director
Caption:	Motion to approve Duke's Root Control Bid 23-262 Chemical treatment of sanitary sewer lines for grease and roots. **The initial term of the contract shall be for the period of one year to expire on December 31, 2023. The contract may be extended for four additional one-year periods with the mutual consent of the Owner and Contractor.**
Background:	The continued utilization of specialized sewer-safe solvents in sewer lines to dislodge grease, roots, and debris build-up. The grease problem is most prevalent in lines collecting wastewater from commercial areas of the county. The root issues are problematic in wooded areas. It is very important that these lines operate efficiently as possible; otherwise, grease, roots and debris build-up can partially or completely block sewer lines and cause damage to the city.
Analysis:	Duke's Root Control has provided this treatment to our sanitary sewer lines in the past and they have consistently provided exemplary service. This vendor can provide the treatment for both grease and odor as well as root control for the sewer system.
Financial Impact:	Duke's Root Control was the only complaint vendor to effectively manage both grease and odor management for mainline gravity sewers and the root control. 506043410-5223222
Alternatives:	No alternatives are recommended
Recommendation:	It is recommended to exercise the three-year extension period starting in 2023 thru 2026 for Dukes Root Control to effectively treat sewer lines to dislodge grease, roots, and debris build-up not to exceed 450,000
Funds are available in the following accounts:	Funding is available in account 506043410-5223222.
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Monday, October 31, 2022 @ 11:00 a.m.** via ZOOM **Meeting ID: 868 6784 8853; Passcode: 702955** for furnishing:

Bid Item #23-262 **Chemicals Treatment of Sanitary Sewer Lines – Capacity Management for Augusta, GA – 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 **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, October 14, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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 September 22, 29, 2022 and October 6, 13, 2022
Metro Courier September 22, 2022

Bid Opening Bid Item #23-262
Chemical Treatment of Sanitary Sewer Line
Capacity Management
for Augusta, GA-Utilities Department
Bid Date: Monday, October 31, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 22
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 237
Ga Procurment Registry: 269
Total packages submitted: 1
Total Noncompliant: 0

Vendors	Duke's Root Control, Inc. 3983 Eastbourne Dr. Syracuse, NY 13206
Attachment B	Yes
SAVE Form	Yes
E-Verify Number	192689

Grease and Odor Management for Mainline Gravity Sewers	
Number of Dispensers	20
Service Fee per month	$9,600.00
Total Annual Cost	$192,000.00

Root Control

Pipe Size	Unit Pice per Linear Ft	Estimated Footage	Total Price
6 inch	1	$1.78	$1.78
8 inch	126000	$1.78	$224,280.00
10 inch	1	$1.96	$1.96
12 inch	1	$2.13	$2.13
15 inch	1	$2.98	$2.98
18 inch	1	$4.27	$4.27
21 inch	1	$5.23	$5.23
Additional Manholes	1	$150.00	$150.00
		TOTAL	$224,448.35

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams – Contract Compliance Administrator
Tywanna Scott – Interim-Procurement Assurance Analyst
Shunika Hill—Interim-Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Kelsey Henderson, Assistant Director-AUD-Construction and Maintenance

SUBJECT: **Chemical Treatment of Sanitary Sewer (Bid Item #23-262) Recommendation of Award**

DATE: December 13, 2022

Attached is the bid tabulation for **Chemical Treatment of Sanitary Sewer Bid No. 23-262**. It is our recommendation to award this bid to the lone bidder, **Duke's Root Control, Inc.**

Thank you for your assistance to proceed with this request.

Wes Byne, P.E. - Director, Utilities Department 12Dec22 **Date**

CC: Tess Thompson, Manager-AUD Finance

Augusta GEORGIA

Bid Opening Bid Item #23-262
Chemical Treatment of Sanitary Sewer Line
Capacity Management
for Augusta, GA-Utilities Department
Bid Date: Monday, October 31, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 22
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Root Control	

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18 inch	1	$4.27	$4.27
21 inch	1	$5.23	$5.23
Additional Manholes	1	$150.00	$150.00
		TOTAL	$224,448.35

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Kelsey Henderson
Assistant Director, Utilities Department

CC:

DATE: 11/08/2022

SUBJECT: 23-262 ROOT CONTROL JUSTIFICATION LETTER FOR COST VARIANCE

Due to the increase in chemical costs and the eight new treatments sites, the additional cost is justified.

Thank you for your kind assistance to process this request.

Kelsey Henderson

Approved:
AUD Director

Augusta Utilities Department
452 Walker Street. Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MEMORANDUM

DATE: November 1, 2022

TO: **Wes Byne, Augusta Utilities Department**

FROM: Geri A. Sams Geri
Director of Procurement

CC: **Kelsey Henderson, Augusta Utilities Department**

SUBJECT: **Bid Item #23-262 Chemical Treatment of Sanitary Sewer Line – Capacity Management For Augusta, Georgia – Augusta Utilities Department**

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

☐ **We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The Recommendation of Award is required from you prior to your Department placing this item on the Muni-Agenda.**

☐ **FOLLOW-UP: We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent Information to you on INSERT DATE. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.**

☐ **No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:**

- ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
- ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)

☑ **Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Pease let us know how to proceed:**

- ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
- ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☑ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Deputy Procurement Director at (706) 821-2422.

Attachments

DUKE'S ROOT CONTROL
1020 HIAWATHA BLVD. WEST
SYRACUSE, NY 13204

GAVEL & DORN ENGINEERING, PLLC
6730 FREEDOM DRIVE
CHARLOTTE, NC 28214

COMPLIANCE ENVIROSYSTEMS
1401 SEABORD AVENUE
BATON ROUGE, LA 70810

AVRETT PLUMBING
ATTN: DARLENE HIGGINS
1547 GORDON HWY.
AUGUSTA, GA 30906

RCS II
ATTN: MARK REYNOLDS
1663 ROUTE 9
SOUTH GLENS FALLS, NY 12803
RETURNED MAIL

ADS
340 THE BRIDGE STREET, SUITE 204
HUNTSVILLE, AL 35806

MUNICIPAL SALES, INC
ATTN: MARK REYNOLDS
PO BOX 4743
QUEENSBURG, NY 12804

HECO ENGINEERS
5700 E. FRANKLIN RD.
SUITE 160
NAMPA, IDAHO 83687

AQUALIS
2510 MERIDIAN PKWY, SUITE 350
DURHAM, NC 27713

WSSCWATER
14501 SWEITZER LN
LAUREL, MD 20707

BURGESS & NIPPLE
1800 PEMBROOK DR.
SUITE 265
ORLANDO, FL 32810

OBIC
525 WINZELER DR., UNIT 1
BRYAN, OH 43506

ENCON EVAPORATORS
1368 HOOKSETT RD., UNIT 9
HOOKSETT, NH 03106-1823

BENJAMIN FRANKLIN PLUMBING
10985 ATOMIC RD.
NORTH AUGUSTA, SC 29841

UNIVERSAL PLUMBING
2415 MILLEDGEVILLE RD.
AUGUSTA, GA 30904

BUDGET SEWER
2521 MIKE PADGETT HWY.
AUGUSTA, GA 30906

ROTO ROOTER
2326 WALDEN DR., UNIT D
AUGUSTA, GA 30904
RETURNED MAIL

GAVEL & DORN ENGINEERING, PLLC
6730 FREEDOM DRIVE
CHARLOTTE, NC 28214

LAKEPOINTE ENVIRONMENTAL GROUP
ATTN: JACK SERAFIN
POST OFFICE BOX 1847
PALM CITY, FL 34991

COMPLIANCE ENVIROSYSTEMS
1401 SEABORD AVENUE
BATON ROUGE, LA 70810

AUGUSTA INDUSTRIAL SERVICES
15 LOVERS LANE
AUGUSTA, GA 30901

WES BYNES
UTILITIES DEPARTMENT

KELSEY HENDERSON
UTILITIES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

BID 23-262
CHEMICAL TREATMENT OF SANITARY
SEWER LINE-CAPACITY MANAGEMENT
MAILED 9/22/22

BID 23-262
CHEMICAL TREATMENT OF SANITARY
SEWER LINE-CAPACITY MANAGEMENT
FOR UTILITIES DEPARTMENT
BID DUE: MON. 10/31/22 @ 11:00 A.M.

Planholders

Add Supplier | Export To Excel

Supplier (8)

Supplier	Download Date
American Water Chemicals, Inc.	09/23/2022
Brenntag Mid-South, Inc.	09/23/2022
ConstructConnect	09/26/2022
Dodge Data	09/24/2022
Duke's Root Control, Inc.	09/27/2022
MDE Hauls It All	10/23/2022
Onvia, Inc. - Content Department	09/26/2022
Thatcher Chemical of Florida, Inc.	09/23/2022

Add Supplier

Supplier Details

Supplier Name	American Water Chemicals, Inc.
Contact Name	AWC Purchasing
Address	1802 Corporate Center Lane , Plant City, FL 33563
Email	customerservice@membranechemicals.com
Phone Number	813-246-5448
Self Declarations	Small Business

Documents

Filename	Type	Action
23-262_ITB	Bid Document / Specifications	View History

VIRGINIA LAB SUPPLY 2022-09-23	mail@qcresource.com VALAB23228, VALAB23228	N	NOM
Vision Enterprises 2022-09-23	kirk@visionsales.net Boswell, Angela	N	NOM
W W GRAINGER INC 2022-09-23	pat.duffy@grainger.com GRAINGERGOV, GRAINGERGOV	N	NOM
W W GRAINGER INC 2022-09-23	richard.rodriguez@grainger.com RICHARD.RODRIGUEZ@GRAINGER.COM, RICHARD.RODRIGUEZ@GRAINGER.COM		
W W GRAINGER INC 2022-09-23	ron.price@grainger.com Price, Ron		
WALKER,BEN 2022-09-23	Bjandtsepticseverice@yahoo.com /158, Ben walker	N	NOM
WARNER ROBINS SUPPLY COMPANY INC 2022-09-23	jtaylor@wrsupply.com WRSUPPLY, WRSUPPLY	N	NOM
WASTERWATER GROUP 2022-09-23	Charlie.Hunt@WasteWaterGroup.com HUNTC, HUNTC	N	NOM
WASTERWATER GROUP 2022-09-23	jacob.marullo@wastewatergroup.com MARULLOJL, MARULLOJL		
WILMAC INC 2022-09-23	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
Zoom Inc. 2022-09-23	sharonfranzel@comcast.net Franzel, Sharon	N	NOM
greens commercial cleaning, Inc. 2022-09-23	carmi@gccpride.com green, carmi	Y	AFA
lms contracting services inc 2022-09-23	mollison3@yahoo.com mollison, lorna	Y	AFA

ETHNIC GROUP	COUNT
African American	53
Asian American	6
Native American	5
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	201
Not Classified	0
Total Number of Vendors	269
Total Number of Contacts	502

PR_bid_email_list

Commission Meeting

February 21, 2023

Sole Source Procurement of quarterly equipment inspections of Sodium Hypochlorite Generation Equipment

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of quarterly inspection and preventive maintenance of Hypochlorite Generation Equipment at an annual cost of $29,275.00.
Background:	Augusta's two surface water treatment plants utilize a technology which allows onsite generation of sodium hypochlorite which is used as a replacement for chlorine gas as a disinfectant in drinking water. These units are manufactured by De Nora Water Technologies. De Nora is the only company that supply's the parts and services with licensed technicians to be able to replace electro cells and broken or worn parts on the units. We have two Sodium Hypo Generator units with four Electro cells that need to be inspected by De Nora quarterly to determine if the Electrodes need to undergo additional maintenance to operate efficiently.
Analysis:	We believe that it is beneficial to have the manufacturer provide these quarterly inspections to insure the reliability of this critical equipment.
Financial Impact:	$29,275.00 from Budgeted Funds
Alternatives:	None recommended
Recommendation:	Approve sole source procurement for quarterly inspection and preventive maintenance services from De Nora Water Technologies at an annual cost of $29,275.00.
Funds are available in the following accounts:	506043520-5425110
REVIEWED AND APPROVED BY:	N/A

Print Form

Augusta
GEORGIA

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

Vendor: De Nora Water Technologies **E-Verify Number:** 349621

Commodity: Sodium Hypo units

Estimated annual expenditure for the above commodity or service: $ 29,275.00

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

_____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

CJ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

_____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: Chris John Department: Utilities / Maint Date: 01-25-23

Department Head Signature: [signature] Date: 27 Jan 23

Approval Authority: [signature] Date: 2/2/2023

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval

Rev. 09/10/12

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

The Utilities Department is submitting the attached documents for approval by the Augusta Georgia Administrator and the Procurement Department in accordance with Article 10, Sec. 1-10-94, Item (c) Standard purchase contracts. The following items are addressed in the documents attached:

1. **General project concept:** **Sodium Hypo Units**
2. **Specific budget approval of Capital Purchase:** **$29,275.00**
3. **Source Selection Method:** **Sole Source**
4. **Capital Funds available in fund:** **506043520-5425110**

TO: Approval:_____ Date:_____
Takiyah A. Douse
Interim Administrator, Augusta Richmond County

Approval: G A Sams Date:_____
Geri Sams,
Director, Procurement Department

FROM: Approval: J W Byne Date: 27Jan23
Wes Byne, P.E.
Director, Utilities Department

DATE: 01/26/2023

SUBJECT: **Sole Source for Sodium Hypo Units**

DeNora Water Technologies built and installed the Sodium Hypochlorite Generators at the Highland Water Treatment Plant. There is two Sodium Hypo Generator units with four Electro Cells that need to be inspected by DeNora to determine if the Electros need to be taken out to replace broken parts or need replacing quarterly throughout the year.

Requires Commission Approval

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

'23FEB 2 8:41AM

Email Form

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 1/25/2023

DIVISION Highland Water Filter Plant

FUND #: 506043520

- [x] WATER
- [ ] SEWER
- [ ] SUPPLIES
- [x] SERVICE
- [ ] EQUIPMENT
- [ ] TOOLS
- [ ] SAFETY
- [ ] OFFICE
- [ ] CHEMICAL
- [ ] GASES
- [ ] REPAIR
- [x] MAINTENACE
- [ ] LAB
- [ ] UNIFORM
- [ ] LIFT STATION
- [ ] OTHER
- [ ] IT
- [ ] SCADA
- [ ] INVENTORY
- [ ] BID ITEM
- [ ] ROUTINE
- [ ] EMERGENCY
- [x] SOLE SOURCE
- [ ] PREFER ITEM

SHIP TO:
Highland Water Filter Plant
2835 Central Ave.

VENDOR: De Nora Water Technologies
ADDRESS: 1110 Industrial Blvd
PHONE #: Sugarland TX 77478
QUOTED BY: 281-274-8464
Herbert Barbee

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Augusta Utilities	1	29,275.00	29,275.00		0.00		0.00
	Quarterly On-site			0.00		0.00		0.00
	Sodium Hypochlorite			0.00		0.00		0.00
	Generator Sub-system			0.00		0.00		0.00
	Inspection and			0.00		0.00		0.00
	Preventative			0.00		0.00		0.00
	Maintenance			0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			29,275.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Quarterly service trips for the Hypo generators at Augusta GA Highland Water Treatment Plant.

REQUESTED BY: [signature]

APPROVED BY: [signature]

Approved:
[signature]
Add Director

Received by:
JAN 26 2023
Nicole Rogers

Rev. 8/14/2013

Augusta
GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM:

CC:

DATE 01-25-2023

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

De Nora Water Technologies built and installed the Sodium Hypochlorite Generators at the Augusta GA Highland Water Treatment Plant. De Nora Water Technologies are the only company that has parts and technicians to work on these two Elect Hypo Generator units. These generators are used in the water treatment process to make bleach. De Nora Water Technologies are the only company that supply's the parts and services with licensed technicians to be able to replace Electro cells and replace broken or worn parts to the units.

There are two Sodium Hypo Generator units with four Electro cells that need to be inspected by De Nora to determine if the Electros need to be taken out to replace broken parts or need replacing Quarterly throughout the year.

Approved:
AUD Director

01-25-23

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

ClorTec®

On-Site Sodium Hypochlorite Generation Systems

Quarterly Inspection and Preventative Maintenance Proposal and Contract

Augusta Utilities

MC00206

10/25/2022

DE NORA

De Nora Water Technologies, LLC
1110 Industrial Blvd.
Sugar Land, TX 77478
281-240-6770
281-274-8492 Fax
www.denora.com

1 Scope of Supply

A ClorTec® Quarterly On-Site System Quarterly Inspection and Preventative Maintenance Contract

De Nora Water Technologies. (DNWT) is proposing this Quarterly On-Site Sodium Hypochlorite Generator system Inspection and Preventative Maintenance Contract consisting of Sections 1 through 7 herein for your On-site Sodium Hypochlorite Generation equipment:

De Nora will perform a quarterly inspection of the following subsystems, including:

- Hypochlorite Electrolytic Generator Skid or Rack whichever is applicable
- Rectifier
- Control Panel
- Water Softener
- Water Chiller/Heater
- Brine Pump
- Hydrogen Detector

The inspection for each of the above consists of the items on the check list in Section 6. In addition the electrode assemblies will be acid washed the first (3) quarterly visits and inspected for any abnormalities.

On the 4th quarterly visit the electrode assemblies will be disassembled, inspected, cleaned and if necessary washed with plant water pressure. A thorough inspection of the plates and all components will be made. If repair parts are required for the electrodes a separate quotation will be provided to the site for the specified parts, in accordance with the 5-year proration period of the warranty terms if applicable. The acrylic electrode assembly case tube is warranted 2 years from date of shipment if provided on a new system. Please see B below for more information on repair parts.

After the electrolytic cell has been re-assembled it will be run for a period of no less than 1 hour during which time hydrometer readings, temperature readings and concentration readings will be taken and recorded.

DNWT will also plan to provide a one (1) hour refresher training class on the 2nd and 4th scheduled visits, unless declined by the customer. Notice of customer declining the training must be made in writing 2 weeks prior to our scheduled visit.

This quarterly inspection and preventative maintenance contract is not a substitute for the owner/operator of the DNWT supplied equipment to perform preventative maintenance. Such preventative maintenance that owner/operator is responsible to perform includes monthly inspections as a minimum and more often if needed, and acid wash of the electrodes every 1000 hours minimum and more often if needed based on site conditions. All such inspections and acid washes must be recorded in the Maintenance Log otherwise warranty will be voided.

This quarterly inspection and preventative maintenance contract should be considered a minimum. Based on analysis of site conditions, site experience and the Maintenance Log, DNWT may recommend and quote more frequent visits.

B Repair or Replacement of Parts

During each quarterly visit, DNWT will inspect for any deficiencies in the subsystem. The inspection scope is listed in Section 6. DNWT will identify any parts that may need to be replaced or repaired. If parts are identified for replacement or repair, a separate quotation will be given for the required parts and associated

labor, if they are not already covered under an existing warranty. Once the quotation has been accepted and a purchase order received, DNWT will secure and replace the affected part. Should a return trip be needed to secure and install the parts for out of warranty equipment, DNWT normal service rates will apply and be added to the quotation. Parts in warranty and in warrantable condition will be repaired or replaced under the existing warranty terms for the affected parts.

If the customer desires root cause analysis of electrode failure DNWT will provide a quote accordingly. Water sampling and analysis as may be requested by DNWT will be provided by owner/operator at no charge to DNWT

C Technical Services

The listed services must be provided by a DNWT, ClorTec® factory trained technician or a factory authorized third party working under De Nora authority or direction. Failure to comply will void warranty if applicable, and De Nora will have no obligation to mitigate such failure.

Proposed services are based on one (1) scheduled trip for each described quarterly visit during the 12-month contract. Should additional trips be required due to circumstances out of De Nora's control, such as lack of access, lack of power, lack of water, lack of Owner authorizations/authority to perform, or the need for repair parts not identified prior to the visit a cost adder will apply.

D Acknowledgement and Acceptance of the Entire Contract

This proposal - and upon signature of acceptance of this contract - is for scheduled quarterly inspection and preventative maintenance services only. This is not a service contract and does not cover anything outside the scope of inspection and preventative maintenance services as described above in Section 1. Services will be performed in accordance with this proposal and contract, including the General Terms and Conditions in section 7. This contract does not alter or change the terms and conditions of any other contract between Bering Global Solutions and DNWT that have been completed or are in process.

Customer's acceptance and signature on this Quarterly Inspection and Preventative Maintenance Contract Proposal constitutes the contract for the work. No other purchase order document is required by DNWT. However, in event of a customer purchase order issued subsequent to this Proposal /Agreement the purchase order must incorporate this Proposal /Agreement on its face, with the following statement: "The terms and conditions of the Proposal /Agreement MC00206 dated 25 October 2022 shall supersede any conflicting terms and conditions of this subsequent Purchase Order."

DE NORA WATER TECHNOLOGIES, LLC.

_____ Date

Robert E. Crutchfield

NA EC Service Manager

ACCEPTED: Augusta Utilities

By:_____ Date Signed:_____

(Sign)

By:_____

(Print)

Title:_____

Commission Meeting

February 21, 2023

Right of Way Maintenance Quick Strike ARPA Funds Allocation
Augusta Engineering
File Reference: 23-014 (A)

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve and Authorize Reallocation of Right of Way Maintenance Quick Strike $1miillion ARPA funds allocation as; i) $550,000.00 to Windsor Spring Landscaped segment Irrigation System Installation, ii) $265,000 to RCCI for Augusta Engineering Roadway & Drainage Vegetation Maintenance FY2023 Services (charge as service provided), and iii) $185,000 to Vacant Lot Cleanup Program. Also, approve directing Augusta Finance Department issuing Job Ledgers accordingly. Requested by Engineering

Background:

In March 2021 passage of the American Rescue Plan Act (ARPA) and establishment of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provided great opportunity to advance and accelerate projects enhancing / improving public safety and public recreation. On June 30, 2022, Augusta Commission approved allocation of ARPA funding in amount of $1 million to the right of way maintenance program.; distribution was $500,000 for irrigation system construction at Windsor Spring Landscaped segment and $500,000 for selected Roadways right of way (ROW) mowing. However, Augusta Engineering was not able to get Job Ledger inFY2022 to use these funds for intended purposes. Augusta Engineering is planning to initiate construction of an irrigation system at Windsor Spring landscaped segment and estimated cost is around $550,000. In FY2023 and onward, Augusta Engineering is able to increase ROW mowing frequency at designated roads from six to eight cycles per year and hence requesting reallocation of balance $450,000 ARAP allocation to other similar functions as grass cutting by RCCI workforce assigned to Augusta Engineering and Vacant Lot cleanup contract services.

Analysis:

Purpose of ARPA funds allocation to ROW maintenance program was to supplement enhance mowing contract services frequency in 2022. In 2023, Augusta Engineering achieved that goal without adding additional funds. Engineering rebid the contract and renegotiated fees yielded increase frequency. Hence, reallocation of the balance of $450,000 ARPA funds to other similar functions as grass cutting is a productive use and reducing burden on other funds such as stormwater funds.

Financial Impact:

Reallocation will free up Stormwater Program and other funds that are needed for completing/providing other services under these programs.

Alternatives: No Alternative Proposed

Recommendation: Approve and Authorize Reallocation of Right of Way Maintenance Quick Strike $1miillion ARPA funds allocation as follows; i) $550,000.00 to Windsor Spring Landscaped segment Irrigation System Installation, ii) $265,000 to RCCI for Augusta Engineering Roadway & Drainage Vegetation Maintenance FY2023 Services (charge as service provided), and iii) $185,000 to Vacant Lot Cleanup Program. Also, approve directing Augusta Finance Department issuing Job Ledgers accordingly. Requested by Engineering.

Funds are available in the following accounts: **$1,000,000 ARPA Funds allocation**: ($550,000 to Windsor Spring Landscaped Irrigation

System Installation; $450,000 to RCCI for Roadway & Drainage Vegetation Maintenance &

Vacant Lot Cleanup program; $265,000 & $185,000 respectively.)

REVIEWED AND APPROVED BY: HM/SR

Augusta
GEORGIA

Administrator's Office

Takiyah A. Douse
Interim Administrator

June 30, 2022

MEMO TO FILE

At the regular meeting held Thursday, June 30, 2022 the Augusta, Georgia Commission took action on the following items:

14. Approved a request for allocation of funds of $300,000, from the ARPA, to the Augusta Boxing Club.

17. Approved the Quick Strike Pilot Program by allocating $100,000,000 for Right of Way; $500,000 to ACE for an additional two years; $500,000 for Riverwalk and $500,000 for illegal dumping initiative.

18. Deleted - Discuss/approve the readjustment of priority of SPLOST VIII Downtown Camera Project. (Requested by Richmond County Sheriff's Office)

In Service,

Takiyah A. Douse
Interim Administrator

Sole_Source_-_Downtown_Decorations.pdf

Christmas_Decor_Proposal.pdf

ItemApprovalSheet.html

Commission Meeting June 30, 2022

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 9-0.	Commissioner Catherine Smith-McKnight	Commissioner Alvin Mason	Passes

16. Motion to **approve** the emergency replacement of the main elevators at the Municipal Building in the amount of $494,840 to TK Elevator, and an additional $55,160 for contingency, totaling **$550,000.00**, with approved funding source being **SPLOST 7.**

Item Action: Approved

Augusta_Municipal_-_TK_Elevator_MOD_Proposal_.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 9-0.	Commissioner Catherine Smith-McKnight	Commissioner Alvin Mason	Passes

17. Motion to **approve** the Quick Strike Pilot Program as presented by the Administrator.

Item Action: Approved

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve allocations of ARP funding in the amount of	Commissioner Brandon Garrett	Commissioner Catherine	Passes

C

	$1 million dollars to right of way maintenance program, $500,000 to the ACE program to maintain Broad Street and the side streets which is facilitated through the DDA (coverage for a total of four years), $500,000 to Riverwalk for repairs and maintenance and $500,000 to combat illegal dumping. Motion Passes 9-0.	Smith-McKnight

Commission Meeting June 30, 2022

18. **Discuss/approve** the readjustment of priority of SPLOST VIII Downtown Camera Project. **(Requested by Richmond County Sheriff's Office)** **Item Action:** Approved

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 9-0.	Commissioner Catherine Smith-McKnight	Commissioner Alvin Mason	Passes

ENGINEERING SERVICES

19. Motion to **approve** award Bid Item 21-162 for the Purchase of four new Stratus Servers For SCADA. **Item Action:** Approved

Advertisement_to_Paper.docx

22-162_OFFICAL_TAB.xls

22-162-SCADA_Servers_Letter_of_Award.pdf

22-162_Mail_Labels.doc

ItemApprovalSheet.html

2

Commission Meeting

February 21, 2023

Street Lighting Program ARPA Funds Allocation

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve and Authorize allocating $800,000 from Street Lighting Program ARPA designated funds to Greene Street Lighting Reconstruction at segment between 5th Street & East Boundary. Requested by Engineering

Background: In March 2021 passage of the American Rescue Plan Act (ARPA) and establishment of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provided a great opportunity to advance and accelerate projects enhancing / improving public recreation and public safety including street lighting. Street Lighting at Greene Street segment between 5th Street & East Boundary is non-functional due to aging faulty underground electrical wiring. This is creating public safety concerns. Augusta Engineering, under Transportation Investment Act (TIA) funding, developed street lighting replacement construction plans as part of this segment roadway & drainage improvements construction. However, construction funds allocated to complete intended improvements are not sufficient due to current construction market and several uncontrolled variables such as significant increase in material production cost, severe shortage of skilled workforce and significant increase in construction work at present.

Analysis: Augusta Commission in FY2022 Budget approved allocating $6,000,000.00 ARPA funds to street lighting improvements. Approval distributed funds utilization/obligation over FY2021 through FY2024 budgeted period. Allocated funds utilization, through street lighting budgets, review reveals that out of allocated $6,000,000 only $2,643,440 has been utilized/obligated. Accordingly, $3,356,560.00 should be not obligated yet. Greene Street Segment between 5th Street & East Boundary Street Lighting replacement/construction cost is $838,493.00. To complete this segment street lighting, Augusta Engineering needs supplement funds and requesting utilizing $800,000.00 from street lighting ARPA allocated available balance of $3,356,560.00. With this obligation (if approved), remaining street lighting allocated unobligated balance will be $2,556,560.00.

Financial Impact: No additional impact.

Alternatives: Explore & identify alternate funding source

Recommendation:	Approve and Authorize allocating $800,000 from Street Lighting Program ARPA designated funds to Greene Street Lighting Reconstruction at segment between 5th Street & East Boundary. Requested by Engineering
Funds are available in the following accounts:	($800,000) – ARPA funds (Streetlighting Program)
REVIEWED AND APPROVED BY:	HM/SR

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., PE, Director

January 28, 2023

Augusta, Georgia Commission

Through: City Administrator

Subject: Greene Street Improvements Project-
Street Lighting Replacement & Reconstruction
Supplement Funds need

Dear Augusta Commission and City Administrator:

In March 2021 passage of the American Rescue Plan Act (ARPA) and establishment of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provided great opportunity to advance and accelerate projects enhancing / improving public safety and public recreation. Street Lighting at Greene Street segment between 5th Street & East Boundary is non-functional due to aging faulty underground electrical wiring. This creating public safety concerns. Augusta Engineering, under Transportation Investment Act (TIA) funding, developed street lighting replacement construction plans as part of this segment roadway & drainage improvements construction. However, construction funds allocated to complete intended improvements are not sufficient due to current construction market and several uncontrolled variables such as significant increase in material production cost, severe shortage of skilled workforce and significant increase in construction work at present. Hence, Augusta Engineering requesting partial use of ARPA funds allocated for Street Lighting improvements.

Augusta Commission in FY2022 Budget approved allocating $6,000,000.00 ARPA funds to street lighting improvements. Approval distributed funds utilization/obligation over FY2021 through FY2024 budgeted period. Allocated funds utilization, through street lighting budgets, review reveals that out of allocated $6,000,000 only $2,643,440 has been utilized/obligated. Accordingly, $3,356,560.00 should be not obligated yet. Greene Street Segment between 5th Street & East Boundary Street Lighting replacement/construction cost is $838,493.00. To complete this segment street lighting, Augusta Engineering needs supplement funds and requesting utilizing $800,000.00 from street lighting ARAP allocated available balance of $3,356,560.00. With this obligation (if approved), remaining unobligated balance will be $2,556,560.00.

Please contact me if you have any questions concerning this correspondence.

Sincerely,

Hameed Malik, Ph.D., P.E.
Director of Engineering & Environmental Services

Commission Meeting

February 21, 2023

3305 Walton Way

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve Purchase of Real Property located in the City of Augusta, Georgia commonly known as 3305 Walton Way to be funded by Engineering Stormwater Program Funds and authorized by the Mayor and Clerk of Commission to execute all necessary documents under the direction of Augusta Law Department. Requested by Engineering.

Background: Lake Aumond is Category 1 Dam (Dam) over Rae's Creek and is a flood control structure for minimizing flood risk to downstream properties. This Dam is under regulatory jurisdiction of Georgia Safe Dam Program (Program). The Program requires regular maintenance and quarterly inspection of the Dam to monitor Dam integrity. The Dam outfall and emergency spillway channel lies in a parcel known as 3305 Walton Way (Parcel). This Parcel was recently sold to the adjacent property owner. Change in ownership raises concern for further sale of the Parcel for potential site development. However, it is critical to ensure that land change at the Parcel will not have a negative impact on the Dam operations and maintenance. Augusta Engineering reached out to the Parcel owner to ensure its use will not impact the Dam operations. The Parcel owner showed willingness to sell the Parcel to the Augusta, Georgia (City); that way the City will can protect Dam downstream area.

Analysis: Purchase of the Parcel will enable the City to protect the Dam and ensure its proper operation & maintenance. The Parcel owner is asking $45,000 selling price. Per Engineering Land Acquisition staff, asking price is reasonable and in range of its recent sale. There is no additional maintenance cost since Augusta Engineering maintains this area as part of the Dam maintenance requirements.

Financial Impact: Funds available in amount of $45,000 available in Engineering Stormwater Utilities Program.

Alternatives: No alternate proposed

Recommendation: Approve Purchase of Real Property located in the City of Augusta, Georgia commonly known as 3305 Walton Way to be funded by Engineering Stormwater Program Funds and authorized by Mayor and Clerk of

	Commission to execute all necessary documents under the direction of Augusta Law Department. Requested by Engineering.
Funds are available in the following accounts:	($45,000) – 581044320-54.11110 - Stormwater Utility Funds
REVIEWED AND APPROVED BY:	HM/SR

PURCHASE AND SALE AGREEMENT

Offer Date: January 10, 2023

GeorgiaREALTORS®

2020 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 3305 Walton Way
City Augusta, County Richmond, Georgia, Zip Code 30909
MLS Number: 460250 Tax Parcel I.D. Number: 032-1-032-01-0

b. Legal Description: The legal description of the Property is *[select one of the following below]:*

- ☐ (1) attached as an exhibit hereto;
- ☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
- ☒ (3) the same as described in Deed Book 1647, Page 1371, et. seq., of the land records of the above county; **OR**
- ☐ (4) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.
$ 45,000.00

3. Closing Costs.
Seller's Contribution at Closing: $ 0.00

4. Closing Date and Possession.
Closing Date shall be January 30, 2023 with possession of the Property transferred to Buyer
☒ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)
Meybohm Real Estate

6. Closing Attorney/Law Firm.

7. Earnest Money. Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:

- ☐ **a.** $ _____ as of the Offer Date.
- ☐ **b.** $ _____ within _____ days from the Binding Agreement Date.
- ☐ **c.** _____.

8. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 0 days from the Binding Agreement Date.

b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller $10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay Seller additional option money of $ _____ by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☐ was (attach F316 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Selling Broker is Meybohm Real Estate LLC and is:
(1) ☐ representing Buyer as a client.
(2) ☒ working with Buyer as a customer.
(3) ☒ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:
_____ has been assigned to exclusively represent Buyer.

b. Listing Broker is Meybohm Real Estate LLC and is:
(1) ☐ representing Seller as a client.
(2) ☒ working with Seller as a customer.
(3) ☒ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:
_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:
_____

11. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock __ .m. on the date _____.

Buyer(s) Initials _____ Seller(s) Initials _____

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B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. **Purchase and Sale.**
   a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
   b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
   c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. **Purchase Price to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. **Closing Costs.**
   a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
   b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
   c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. **Closing Date and Possession.**
   a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
   b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

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7. **Earnest Money.**
   a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
   b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of $600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
   c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
   d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. **Inspection and Due Diligence.**
   a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at **www.dea.gov**.
   b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
   c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
   d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
      (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of $10 for the granting of the option.
      (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
      (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
   e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

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10. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: *[Applicable only if Broker is acting as a dual agent in this transaction.]*

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

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c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Default.**
   a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
   b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
   c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
   d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. **Other Provisions.**
   a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
   b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
   c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
   d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
   e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the Parties relating to the Property must be in writing and signed by the Parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
   f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

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g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.

j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.

k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.

m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

n. **Time of Essence:** Time is of the essence of this Agreement.

5. **Definitions.**

a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.

c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.

d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

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7. **LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
   a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED $100; AND**
   b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF $100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:
   - ☐ All Cash Sale Exhibit (F401) "_____"
   - ☐ Back-up Agreement Contingency Exhibit (F604) "_____"
   - ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "_____"
   - ☐ Community Association Disclosure Exhibit (F322) "_____"
   - ☐ Condominium Resale Purchase and Sale Exhibit (F204) "_____"
   - ☐ Conventional Loan Contingency Exhibit (F404) "_____"
   - ☐ FHA Loan Contingency Exhibit (F407) "_____"
   - ☐ Lead-Based Paint Exhibit (F316) "_____"
   - ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) "_____"
   - ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) "_____"
   - ☐ Legal Description Exhibit (F807 or other) "_____"
   - ☐ Loan Assumption Exhibit (F416) "_____"
   - ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_____"
   - ☐ Seller's Property Disclosure Statement Exhibit (F301, F304, F307 or F310) "_____"
   - ☐ Survey of Property as Exhibit "_____"
   - ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
   - ☐ USDA-RD Loan Contingency Exhibit (F413) "_____"
   - ☐ VA Loan Contingency Exhibit (F410) "_____"
   - ☐ Other _____
   - ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:
All parties agree that seller will pay 10% of the purchase price to Meybohm Real Estate for commission fees.
Purchase subject to Richmond County Board of Commissioners.

☐ **Additional Special Stipulations are attached.**

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Buyer Acceptance and Contact Information

1 **Buyer's Signature**

Augusta, Ga Date
Print or Type Name

Buyer's Address for Receiving Notice

(706)830-4845
Buyer's Phone Number: [X] Cell [ ] Home [ ] Work

fhensley@augustaga.gov
Buyer's E-mail Address

2 **Buyer's Signature**

Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: [ ] Cell [ ] Home [ ] Work

Buyer's E-mail Address

[ ] **Additional Signature Page (F267) is attached.**

Seller Acceptance and Contact Information

1 **Seller's Signature**

Marlene Agnes Chancey Date
Print or Type Name

Seller's Address for Receiving Notice

(706)871-6119
Seller's Phone Number: [ ] Cell [ ] Home [ ] Work

marlene.chancey@comcast.net
Seller's E-mail Address

2 **Seller's Signature**

Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: [ ] Cell [ ] Home [ ] Work

Seller's E-mail Address

[ ] **Additional Signature Page (F267) is attached.**

Selling Broker/Affiliated Licensee Contact Information

Meybohm Real Estate LLC
Selling Brokerage Firm

Broker/Affiliated Licensee Signature Date
Kleinbub Osteen **365093**
Print or Type Name GA Real Estate License #
(706)955-3364
Licensee's Phone Number Fax Number
l.pilcher@meybohm.com
Licensee's E-mail Address
GAAR
REALTOR® Membership
3519 Wheeler Road
Broker's Address
Augusta, GA 30909

(706)955-3364
Broker's Phone Number Fax Number
35 **H-35174**
MLS Office Code Brokerage Firm License Number

Listing Broker/Affiliated Licensee Contact Information

Meybohm Real Estate LLC
Listing Broker Firm

Broker/Affiliated Licensee Signature Date
Kleinbub Osteen **365093**
Print or Type Name GA Real Estate License #
(706)955-3364
Licensee's Phone Number Fax Number
lpilcher@meybohm.com
Licensee's Email Address
GAAR
REALTOR® Membership
3519 Wheeler Road
Broker's Address
Augusta, Ga 30909

(706)736-3375
Broker's Phone Number Fax Number
35 **H-35174**
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

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3305 Walton Way

Commission Meeting

February 21, 2023

On Call Professional Services

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve Award of On-Call Professional Services for Field Engineering, Regulatory Compliance, Filed Operation Improvements, and Emergency Site Work Contract to Infrastructure Management Systems, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year terms. Also, approve $250,000 to fund these Services. Requested by Engineering. RFP 22-304

Background: The Augusta Engineering & Environmental Services Department (Engineering) is responsible for miscellaneous environmental assignments, regulatory compliance matters, and operation and maintenance of Subtitle-D MSW Facility (Facility). Engineering requested professional services from qualified engineering professional consulting entities to provide On-Call Site Specific Engineering and Environmental support services in site restoration & maintenance, field operations improvements & training, regulatory compliance, and emergency construction. On-call work is released on an as needed basis as Task Orders. Engineering does not have the in-house capacity to perform such work and on-call professional firm will be an extension to engineering in-house professional workforce.

Analysis: Proposals were received on December 28, 2022 with Infrastructure Management Systems being the selected firms. Firms were evaluated based on qualifications, relevant experience, and ability to provide requested services.

Financial Impact: Funds are available in the amount of $250,000 in Environmental Services Operations funds - $150,000 (541044210/5211120) and $100,000 (542044110/5239110).

Alternatives: Not proposed

Recommendation: Approve Award of On-Call Professional Services for Field Engineering, Regulatory Compliance, Filed Operation Improvements, and Emergency Site Work Contract to Infrastructure Management Systems, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year

terms. Also, approve $250,000 to fund these Services. Requested by Engineering. RFP 22-304

Funds are available in the following accounts: ($250,000) – Landfill Operations Fund ($150,000 - 541044210/52.11120 and $100,000 - 542044110/52.39110)

REVIEWED AND APPROVED BY: HM/SR

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, December 20, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 845 8629 5323; Passcode: 785363 for furnishing:**

RFP Item #22-304 **On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work for Augusta, GA – Engineering Department**

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

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

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

Pre-Proposal Conference will be held on Monday, December 5, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 860 2381 3859; Passcode: 838727.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, December 6, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	November 10, 17, 24, 2022 and December 1, 2022
Metro Courier	November 10, 2022

Revised: 3/22/21

RFP 22-304 On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work for Augusta, GA – Engineering Department
RFP Due: Wednesday, December 28, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 30
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 297
Georgia Procurement Registry: 3308
Total packages submitted: 1
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Save Form	Addendum 1	Original	7 Copies	Fee Proposal
Infrastructure System Management 1557 Broad Street Augusta, GA 30904	Yes	1266225	Yes	Yes	Yes	Yes	Yes

RFP Item 22-304 On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work for Augusta, GA – Engineering Department
Evaluation Date: Wednesday, January 11, 2023 @ 3:00 p.m. via ZOOM

Vendors			Infrastructure System Management 1557 Broad Street Augusta, GA 30904	Infrastructure System Management 1557 Broad Street Augusta, GA 30904
Phase 1			**Ranking of 0-5 (Enter a**	
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**	**Weighted Scores**
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	**Pass/Fail**	**PASS**	**PASS**
2. Qualifications & Experience	**(0-5)**	**20**	**5.0**	**100.0**
3. Organization & Approach	**(0-5)**	**15**	**5.0**	**75.0**
4.Scope of Services Provide in detail your companies experience in Site Specific Engineering and Environmental support services in site restoration & maintenance, field operations improvements & training, regulatory compliance, and emergency construction. a. Include in detail your companies experience in the items listed under Section III Scope of Services. Please include in detail the item your firm will perform inhouse and the items that will be required to be completed by subcontracted. b. Describe firm experience, capabilities and other qualifications for this RFP. Described how the Task Order will be organized and managed. Include the anticipated use of subcontractors or vendors. Describe the resources necessary to accomplish the purpose of the RFP.	**(0-5)**	**20**	**5.0**	**100.0**
5. Schedule of Work	**(0-5)**	**5**	**5.0**	**25.0**
6. References	**(0-5)**	**5**	**5.0**	**25.0**
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)				
Within Richmond County	**5**	**10**	**5.0**	**50.0**
Within CSRA	**5**	**6**		**0.0**
Within Georgia	**5**	**4**		**0.0**
Within SE United States (includes AL, TN, NC, SC, FL)	**5**	**2**		**0.0**
• All Others	**5**	**1**		**0.0**
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			**30.0**	**375.0**
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**		**0.0**
9. Q&A Response to Panel Questions	**(0-5)**	**5**		**0.0**
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)				**Cost/Fee Proposal Consideration**
Lowest Fees	**5**	**10**	**5.0**	**50.0**
Second	**5**	**6**		**0.0**
Third	**5**	**4**		**0.0**
Forth	**5**	**2**		**0.0**
Fifth	**5**	**1**		**0.0**
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			**5.0**	**50.0**
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any				
Total Cumulative Score (Maximum point is 500)			**35.0**	**425.0**

Internal Use Only

Evaluator: Cumulative Date: 1/11/23

Procurement DepartmentRepresentative:____Nancy Williams_____

Procurement Department Completion Date: 1/11/23

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Tuesday, January 17, 2023

SUBJECT: On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work
for Augusta, GA -Engineering Department
Project PI# 001189
RFP 22-304
File Reference: 23-014(A)

It is recommendation of Augusta Engineering to award RFP 23-304 (On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work) contract to Infrastructure Systems Management LLC (ISM). Augusta Engineering requests entering into fee negotiations. Accordingly Augusta Engineering will issue supplemental recommendations.

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

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Compliance Department
June Hamal, Engineering Associate Director Construction & Program Delivery
Oscar Flite, Engineering Associate Director Stormwater & Environmental Services
Program File

AUGUSTA GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Monday, January 30, 2023

SUBJECT: On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work for Augusta, GA -Engineering Department
Project PI# 001189
RFP 22-304
File Reference: 23-014(A)

It is supplemental recommendation of Augusta Engineering to award RFP 23-304 (On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements, and Emergency Site Work) contract to Infrastructure Systems Management LLC (ISM). Augusta Engineering requests entered into fee negotiations and ISM accepted Augusta Engineering offered unit rates.

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

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Compliance Department
June Hamal, Engineering Associate Director Construction & Program Delivery
Oscar Flite, Engineering Associate Director Stormwater & Environmental Services
Program File

RFP #22-304

Fee Proposal

On-Call Professinal Services For Engineering, Regulatory Compliance,
Field Operation Improvements, and Emergency Site Work
Engineering & Environmental Services Department
Proposed Fee

Item No	Description	Unit	ISM Unit Rate [i]	ENGINEERING OFFERED Unit Rate [i]
1	Principal / Team Lead	HR	$300.00	$280.00
2	Operations Consultant, Senior	HR	$240.00	$240.00
2a	Operations Consultant (mid level)	HR	$200.00	$200.00
2b	Operations Consultant (staff level)	HR	$140.00	$140.00
	Technical Support Staff (I, II, III)		$95.00, $120.0, $145	$95.00, $120.0, $145
3	Program Manager	HR	$270.00	$270.00
3a	Project Manager	HR	$205.00	$205.00
3b	Senior Engineer (GA PE)	HR	$205.00	$205.00
3c	Field Engineering, Sr	HR	$205.00	$205.00
3d	Staff Engineer/ Staff Field Engineer	HR	$205.00	$185.00
4	Professional Geologist (GA PG)	HR	$140.00	$140.00
4a	Geologist, Sr	HR	$140.00	$140.00
4b	Field Technician/Env. Filed Technician, Sr.	HR	$87.00	$87.00
4c	Environmental Monitoring Technician	HR	$87.00	$87.00
		HR		
5	QA/QC Engineer/Professional		$205.00	$205.00
6	Survey Crew - (three man Crew including PLS)	day *	$1,500.00	$1,500.00
7	CAD/GIS Manager	HR	$240.00	$240.00
8	Administrator Assistant / Admin Support	HR	$200.00	$165.00
9	Foreman	HR	$98.00	$98.00
10	Equipment Operator	HR	$87.00	$87.00
11	Equipment (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table
12	Instruments (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table

* assume 8 work-hours — Total:

Note: Cost of Services evaluation ranking will be based on Items 1 through 5 proposed fee

i) Direct Cost (such as Travel, Per Diem, Mileage) will be per negotiated rate (such as cost+ x%)

i) Equipment/Instruments Cost (will be paid by the firm standard rate table)

ii) Assigned work will be performed per issued Task Order. Each Task Order will be contracted based on specific scope of services for a respective project

ISM ACCEPTS THE REVISED PRICING.

1/27/23

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.

ATTN: JORGE JIMINEZ
ZEL ENGINEERS
435 TELFAIR STREET
AUGUSTA, GA 30901
RETURNED MAIL

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

W & A ENGINEERING, LLC
100 GRACE HOPPER LANE SUITE 3716
AUGUSTA, GA 30909

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

JOHNSON LASCHOBER &
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

ATTN: ROBERT TITUS
EMC ENGINEERING SERVICES INC
4210 COLUMBIA ROAD, SUITE 16-A
MARTINEZ, GA 30907

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

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

ALTA PLANNING AND DESIGN
111 E. CHAPEL HILL STREET
SUITE 100
DURHAM, NC 27701

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30901
RETURNED MAIL

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

ATTN: RICK TOOLE
BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

BILL S. HARGROVE
JAMES G. SWIFT & ASSOC.
1206 INTERSTATE PKWY.
AUGUSTA, GA 30909

WOLVERTON & ASSOCIATES
ATTN: LEAH CASSELL
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

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

787 ENGINEERING
1450 GREENE STREET, SUITE 80
AUGUSTA, GA 30901

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

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

SWIFT & ASSOCIATES
1206 INTERSTATE PKWY
AUGUSTA, GA 30909

CHEATHAM FLETCHER SCOTT
420 ½ EIGHTH STREET
AUGUSTA, GEORGIA 30901

ARCADIS ENGINEERING
1450 GREENE ST., SUITE 220
AUGUSTA, GA 30901

HAMEED MALIK
ENGINEERING DEPARTMENT

JUNE HAMAL
ENGINEERING DEPARTMENT

PHYLISS JOHNSON
COMPLIANCE DEPARTMENT

RFP 22-304
On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements and Emergency Site Work for Augusta, GA – Engineering Department
RFP DUE: TUE. 12/20/22 @ 11:00 A.M.

RFP 22-304
On Call Professional Services for Field Engineering, Regulatory Compliance, Field Operation Improvements and Emergency Site Work for Augusta, GA – Engineering Department
RFP MAILED: 11/10/22

Planholders

Add Supplier | Export To Excel

Supplier (7)

Supplier	Download Date
BMS Enterprises, Inc.	11/29/2022
Dodge Data	11/11/2022
Global Personnel Solutions, Inc.	12/13/2022
Heath & Lineback Engineers, Inc.	11/11/2022
Infrastructure Consulting & Engineering, PLLC	11/10/2022
Infrastructure Systems Management, LLC.	12/14/2022
Pryco Structural, LLC	12/05/2022

Add Supplier

Supplier Details

Supplier Name	BMS Enterprises, Inc.
Contact Name	Terral Roberson
Address	1129 Brett Drive, Suite C , Conyers, GA 30094
Email	troberson@bmsentinc.com
Phone Number	678-923-6528

Documents

Filename	Type	Action
22-304_RFP	Bid Document / Specifications	View History
22-304_ADD1	Addendum	View History

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

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

PR_bid_email_list

Commission Meeting

February 21, 2023

Fort Gordon 15th Street Collector Sanitary Sewer Change Order No. 1

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Consider approval of Change Order No. 1 to Blair Construction, Inc.'s contract to construct the Fort Gordon 15th Street Collector Sanitary Sewer.
Background:	Augusta Utilities Department (AUD) is the contracted water, sanitary sewer, and irrigation utility provider for Fort Gordon. Fort Gordon is undergoing a post-wide transformation with extensive new construction on the west side of post. This project upgrades the 15th Street sanitary sewer to increase capacity by installing 4,560 feet of 30" sanitary sewer and 3,690 feet of 24" sanitary sewer. This change order for the water main relocation is necessary due to the unforeseen conflict with GA Power buried power lines. In order to make room for the sewer construction, AUD directed Blair to relocate (offset) 1283 feet of water main. This conflict resolution allowed the installation of the sanitary sewer and provided the added benefit of completing a programmed upgrade of our water main. This change order also includes adding 150 feet of sanitary sewer lateral main and a package lift station to reconnect service to the NSA Visitor Center building. Due to the restricted NSA facility site information, AUD was unaware of this sewer connection. When the old trunk sewer was taken out of service, the lateral sewer connection issue became known. AUD directed Blair to construct the sewer lateral and package lift station to restore the sewer service.
Analysis:	AUD performed a review of all contract line items, which decreased the change order amount due to other under-run line items. The resulting change order amount is $216,300.65, which AUD finds fair and reasonable. The cost details are listed in the Change Order No. 1 documentation. The change order cost will be paid by Fort Gordon within the project budget.
Financial Impact:	The change order cost is $216,300.65.
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends approval of Change Order No. 1 to Blair Construction Inc.'s contract in the amount of $216,300.65.

Funds are available in the following accounts:	507043420-5425210/88880180-5425210
REVIEWED AND APPROVED BY:	N/A

CONSTRUCTION CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	19-286
DATE	1/12/2023

PROJECT TITLE 15th STREET COLLECTOR SANITARY SEWER

ORIGINAL CONTRACT DATE 1/22/2020 **PROJECT NUMBER** FG_2017-022

OWNER AUGUSTA, GEORGIA **PO NUMBER** 20UTI844

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
Relocate and upgrade 1283 LF of water main from 8" to 12" with associated valves, fire hydrants and service connections (plan sheets 2.22 through 2.24). Construct 150 LF of 8"sanitary sewer extension from NSA parking lot to cross 15th street with associated manholes, pavement replacement and site restoration (plan sheet 2.14A). Install package lift station and force main for NSA sanitary sewer extension (plan sheet D102 and D103). Cost of this additional work is $338,121.00.

The change order amount includes a reconciliation of the contact line items, which decreases the change order amount to $216,300.65 due to other under-run line items. Additional detail is provided in the attached Pay Application No. 12 and referenced plan sheets.

PAYEE		Blair Construction, Inc.
TOTAL AMOUNT OF THIS CHANGE ORDER	$	$216,300.65

The contract time will be INCREASED by 0 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT	$	$2,888,188.00
PREVIOUS CHANGE ORDER (INCREASE)	$	0
THIS CHANGE ORDER (INCREASE)	$	$216,300.65
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	$3,104,488.65

FUNDING NUMBER/ACCOUNT NUMBER 507-04-3420 54-25210
88880180 5425210

PROPOSED BY: Blair Mortimer III — CONTRACTOR DATE: 1/27/23

REQUESTED BY: Steven Schmid — ENGINEER DATE: 1/31/23

SUBMITTED BY: _____ DEPARTMENT HEAD DATE: _____

FINANCE ENDORSEMENT: _____ COMPTROLLER DATE: _____

RECOMMENDED BY: _____ ADMINISTRATOR DATE: _____

APPROVED BY: _____ MAYOR DATE: _____

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

DATE	DEPARTMENT	VENDOR PHONE #	PURCHASE ORDER NO.
03/09/20	043420	868-1950	20UTI844

VENDOR #	E-VERIFY #	EMAIL	REQUISITION/QUOTE NO.
2652			R329982

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
BLAIR CONSTRUCTION CO
P O BOX 770
EVANS, GA 30809

ATTN:
BID NUMBER: 19286

CONTRACT #: 20UTI844
BUYER: NANCY

SHIP TO:
AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FORT GORDON 15TH STREET COLLECTOR SANITARY SEWER APPROVED BY COMMISSION 11/20/19, ITEM #23 G/L 507-04-3420/54-25210 J/L 88880180-54525210	2,888,188.	2,888,188.00

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. **DELIVERY TICKET MUST ACCOMPANY GOODS.**
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

Sent by:
MAR 11 2020
Tess Thompson
REQUISITIONER

NET TOTAL..... 2,888,188.00

APPROVED FOR ISSUE
G A Sams
PROCUREMENT DIRECTOR

Pay Estimate

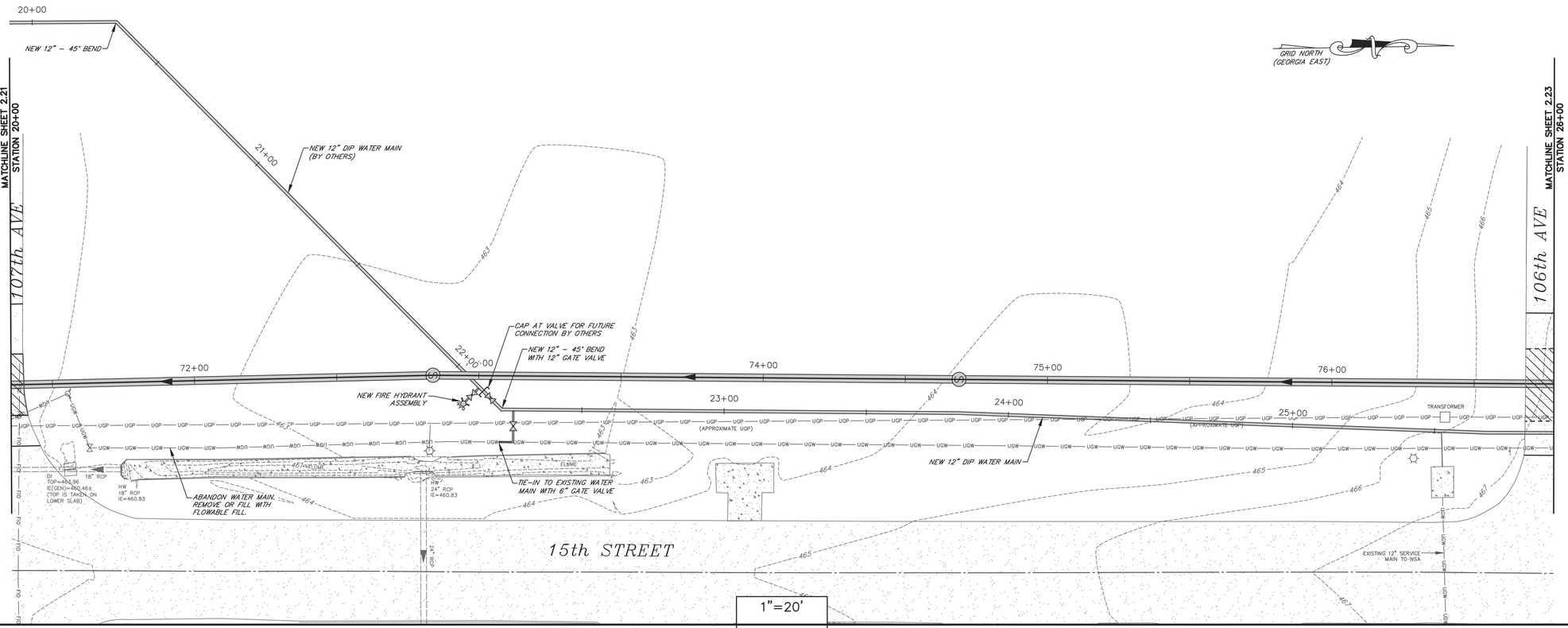
Blair *Construction, Inc.*
P.O. Box 770, Evans, Georgia 30809
Ph. (706) 868-1950
Fax (706) 868-1855

PROJECT: **15th Street Collector Sewer Project**
OWNER: Augusta, Georgia Commission
PAY ESTIMATE: No. 12-Final
FOR PERIOD FROM: 01/01/22 THRU 10/31/22

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		THIS PERIOD		TOTAL TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	SANITARY SEWER								
S-1A	8" PVC Sanitary Sewer Pipe, SDR 35, Incld Type II (No. 57 Stone) Bedding Material	LF	$45.00	575	$25,875.00		$ -	767	$ 34,515.00
S-1B	24" PVC Sanitary Sewer Pipe, SDR 26, Incld Type II (No. 57 Stone) Bedding Material	LF	$101.00	3775	$381,275.00		$ -	3570	$ 360,570.00
S-1C	30" PVC Sanitary Sewer Pipe, SDR 26, Incld Type II (No. 57 Stone) Bedding Material	LF	$168.00	4550	$764,400.00		$ -	4491	$ 754,488.00
S-1D	24" DIP Sanitary Sewer Pipe, Incld Type II (No. 57 Stone) Bedding Material	LF	$333.00	100	$33,300.00		$ -	124	$ 41,292.00
S-1E	8" DIP Sanitary Sewer Pipe, Incld Type II (No. 57 Stone) Bedding Material	LF	$190.00	97	$18,430.00		$ -	263	$ 49,970.00
S-6A	Precast Sanitary Sewer Manhole (GA DOT Std. 1011A) Type 1, Depth 0'-6'	EA	$5,820.00	43	$250,260.00		$ -	51	$ 296,820.00
S-7A	Additional Sanitary Manhole Depth, Type 1, Depth Class 1	VF	$188.00	30	$5,640.00		$ -	42.53	$ 7,995.64
S-7B	Additional Sanitary Manhole Depth, Type 1, Depth Class 2	VF	$188.00	300	$56,400.00		$ -	299.65	$ 56,334.20
S-10	Outside Drop Piping	EA	$21,745.00	6	$130,470.00		$ -	7	$ 152,215.00
S-12	Sanitary Sewer Manhole Tie-In	EA	$4,170.00	10	$41,700.00		$ -	12	$ 50,040.00
S-17	Cut and Plug Sanitary Sewer	EA	$1,315.00	2	$2,630.00		$ -	6	$ 7,890.00
S-18	Abandon Manhole	EA	$2,650.00	21	$55,650.00		$ -	43	$ 113,950.00
	SUBTOTAL				$1,766,030.00		$0.00		$1,926,079.84
	PAVEMENT STRUCTURE								
P-1	Asphalt Overlay	SY	$10.50	2750	$28,875.00		$ -	2554	$ 26,817.00
P-2	Asphalt Pavement Replacement (6" Aggregate Base, 2" 25 MM Asphalt Base Course, 1.5" 12.5 MM Asphalt Surface Course)	SY	$85.00	1250	$106,250.00		$ -	1160	$ 98,600.00
P-4	Milling	SY	$21.00	800	$16,800.00		$ -		$ -
P-5	Concrete Sidewalk	SY	$142.00	25	$3,550.00		$ -	8	$ 1,136.00
P-6	Concrete Driveway, 8" Thick	SY	$137.00	125	$17,125.00		$ -	116	$ 15,892.00
P-9	Remove and Replace Concrete Curb and Gutter	LF	$40.00	350	$14,000.00		$ -	125	$ 5,000.00
P-9A	Remove and Replace Concrete Header Curb	LF	$41.00	50	$2,050.00		$ -		$ -
P-11	Utility Road Cut Patch (8" Concrete Cap, 2" Asphalt Patch)	SY	$132.00	575	$75,900.00		$ -	469	$ 61,908.00
	SUBTOTAL				$264,550.00		$0.00		$209,353.00
	MISCELLANEOUS ITEMS								
M-1	Flowable Fill	CY	$384.00	7.5	$2,880.00		$ -	23.5	$ 9,024.00
M-2	Miscellaneous Concrete	CY	$467.00	225	$105,075.00		$ -	91.6	$ 42,777.20
M-3	Rock Excavation	CY	$85.00	100	$8,500.00		$ -		$
M-4	Select Backfill (GDOT Type II)	CY	$22.00	400	$8,800.00		$ -		$
M-5	Clearing and Grubbing	AC	$7,900.00	5.25	$41,475.00		$ -	5.25	$ 41,475

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		THIS PERIOD		TOTAL TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
M-6A	Orange Barrier Fence	LF	$4.50	11800	$53,100.00		$ -	11896	$ 53,532.00
M-6B	Remove and Replace Fence	LF	$37.50	500	$18,750.00		$ -	360	$ 13,500.00
M-6C	Remove and Reset Sign	EA	$438.00	2	$876.00		$ -	4	$ 1,752.00
M-6D	Remove and Reset Fire Hydrant	EA	$5,750.00	2	$11,500.00		$ -		$ -
M-6E	Remove and Reset Water Valve	EA	$710.00	3	$2,130.00		$ -		$ -
M-6F	Remove and Reconstruct Catch Basin	EA	$5,625.00	1	$5,625.00		$ -	1	$ 5,625.00
M-6G	Remove and Reconstruct Drop Inlet	EA	$5,000.00	4	$20,000.00	—	$ -	3	$ 15,000.00
M-6H	Remove and Reconstruct Headwall	EA	$1,200.00	4	$4,800.00		$ -		$ -
M-6I	Remove and Reconstruct 12" Pipe	LF	$70.00	65	$4,550.00		$ -	65	$ 4,550.00
M-6J	Remove and Reconstruct 18" Pipe	LF	$110.00	95	$10,450.00		$ -	60	$ 6,600.00
M-6K	Remove and Reconstruct 24" Pipe	LF	$123.00	130	$15,990.00		$ -	40	$ 4,920.00
M-6L	Remove and Reconstruct 30" Pipe	LF	$219.00	20	$4,380.00		$ -	10	$ 2,190.00
M-6M	Remove and Reset Light Pole	EA	$1,250.00	2	$2,500.00		$ -	4	$ 5,000.00
M-6N	Remove and Reset Electrical Box	EA	$4,910.00	1	$4,910.00	—	$ -	1	$ 4,910.00
	SUBTOTAL				$326,291.00		$0.00		$210,855.20
	LUMP SUM CONSTRUCTION								
LS-1	Mobilization	LS	$17,240.00	1	$17,240.00		$ -	1	$ 17,240.00
LS-2	Bonds and Insurance	LS	$38,470.00	1	$38,470.00		$ -	1	$ 38,470.00
LS-3	Temporary Erosion and Sediment Control	LS	$146,766.00	1	$146,766.00		$ -	1	$ 146,766.00
LS-4	Traffic Control	LS	$25,858.00	1	$25,858.00		$ -	1	$ 25,858.00
LS-5	Permanent Grassing	LS	$36,200.00	1	$36,200.00		$ -	1	$ 36,200.00
LS-6	As-Built Survey / Construction Staking	LS	$25,858.00	1	$25,858.00		$ -	0.75	$ 19,393.50
LS-7	Owner Allowance	LS	$200,000.00	1	$200,000.00	-0.2297839	$ (45,956.78)	0.47613555	$ 95,227.11
LS-8	Utility Relocation	LS	$40,925.00	1	$40,925.00		$ -	1	$ 40,925.00
	SUBTOTAL				$531,317.00		$ (45,956.78)		$420,079.61
	Change ~~Order~~ #1								
W-2A	6" WATER MAIN PIPE, RESTRAINED JOINT	LF	$105.00	130	$13,650.00		$ -	40	$ 4,200.00
W-2B	12" WATER MAIN PIPE, RESTRAINED JOINT	LF	$106.00	3,182	$337,292.00		$ -	1283	$ 135,998.00
W-4A	12" X 6" TEE PIPE FITTING	EA	$1,331.00	10	$13,310.00		$ -	6	$ 7,986.00
W-4B	12" X 12" TEE PIPE FITTING	EA	$1,688.00	2	$3,376.00		$ -		$ -
W-4C	12" - 22.5° BEND	EA	$1,152.00	5	$5,760.00		$ -	2	$ 2,304.00
W-5	FIRE HYDRANTS	EA	$4,626.00	6	$27,756.00		$ -	2	$ 9,252.00
W-4D	12" - 45° BEND	EA	$1,152.00	4	$4,608.00		$ -	4	$ 4,608.00
W-4J	12" CAP/PLUG	EA	$554.00	2	$1,108.00		$ -	2	$ 1,108.00
W-7A	6" GATE VALVE	EA	$1,109.00	11	$12,199.00		$ -	3	$ 3,327.00
W-7B	12" GATE VALVE	EA	$3,292.00	11	$36,212.00		$ -	3	$ 9,876.00
W-14B	2" SHORT SIDE WATER SERVICE CONNECTIONS	EA	$3,229.00	7	$22,603.00		$ -	7	$ 22,603.00
W-16	WATER MAIN TIE-IN TO EXISTING LINES	EA	$6,852.00	6	$41,112.00		$ -	6	$ 41,112.00
LS-2	BONDS AND INSURANCE	LS	$6,500.00	1	$6,500.00		$ -	1	$ 6,500.00
LS-5	PERMANENT GRASSING	LS	$5,000.00	1	$5,000.00		$ -		$ -
LS-6	AS-BUILT/STAKING	LS	$4,200.00	1	$4,200.00		$ -		$ -
	SUBTOTAL				$534,686.00		$0.00		$248,874.00
	Change ~~Order~~ #2								
1	8" PVC Sewer - SDR 26	LF	$ 96.00	150	$14,400.00		$ -	140	$ 13,440.00
2	Pre-Cast Sanitary Manhole	EA	$ 6,988.00	2	$13,976.00		$ -	2	$ 13,976.00
3	Remove Existing Manhole & Sewer Pipe	LS	$ 1,446.00	1	$1,446.00		$ -	1	$ 1,446.00
4	Support Existing Duct Bank for Sewer Crossing	EA	$ 2,256.00	1	$2,256.00		$ -	1	$ 2,256.00
5	Remove & Replace Barrier Cable	EA	$ 1,736.00	1	$1,736.00		$ -	1	$ 1,736.00
6	Remove & Replace 15th Street Roadway	SY	$ 113.00	160	$18,080.00		$ -	90	$ 10,170
7	Remove & Replace Asphalt Parking Area	SY	$ 113.00	112	$12,656.00		$ -	70	$ 7,910

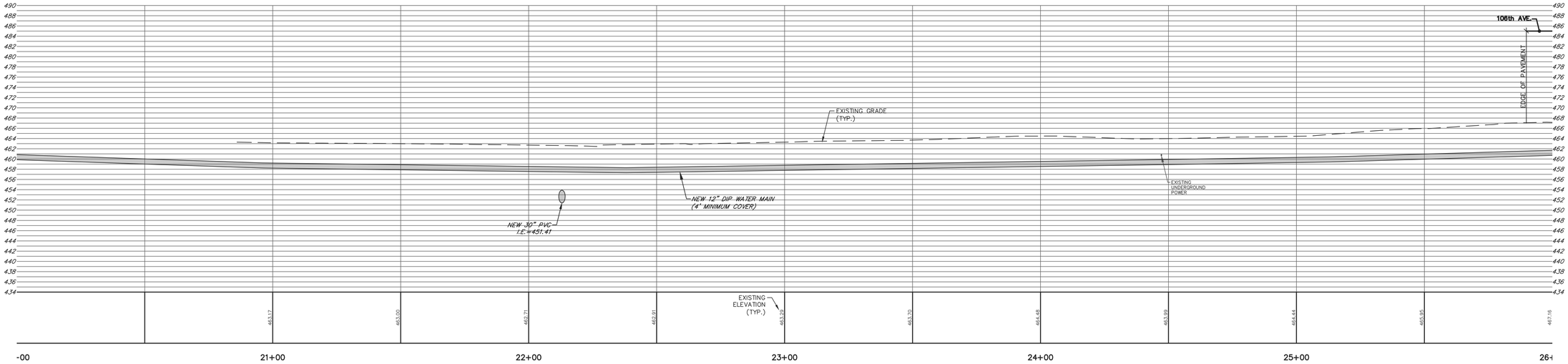
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		THIS PERIOD		TOTAL TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
8	Remove & Replace 24" Curb/Gutter	LF	$ 42.00	100	$4,200.00		$ -	105	$ 4,410.00
9	Replace White River Rock in Island Area	LS	$ 804.00	1	$804.00		$ -		$ -
10	Silt Fence - Type "C"	LF	$ 4.62	100	$462.00		$ -		$ -
11	Storm Inlet Protection w/ Rock Bags	EA	$ 492.00	4	$1,968.00		$ -		$ -
12	Grassing Disturbed Area	AC	$ 5,200.00	0.2	$1,040.00		$ -	0.2	$ 1,040.00
13	Bonds & Insurance	LS	$ 925.00	1	$925.00		$ -	1	$ 925.00
	SUBTOTAL				$73,949.00		$0.00		$57,309.00
	Change ~~Order~~ #3								
	Install 36"x204" Grinder Pump Station	EA	$31,398.00	1	$31,938.00			1	$31,938.00
	Contract Totals				**$3,528,761.00**		**($45,956.78)**		**$3,104,488.65**



1"=20'

H: 1"=20'
V: 1"=10'

NOTES:
1. ALL WATER MAIN JOINTS SHALL BE RESTRAINED JOINTS.
2. ALL WATER MAIN PIPES SHALL BE 12" DUCTILE IRON PIPE.



WATER MAIN

SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=10'

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

REV. NO.	DATE	DESCRIPTION

REVISION BLOCK

AUGUSTA–RICHMOND, GEORGIA

GEORGIA REGISTERED No. 32681 PROFESSIONAL 6-2-20 ENGINEER VICTOR A. CONOVER

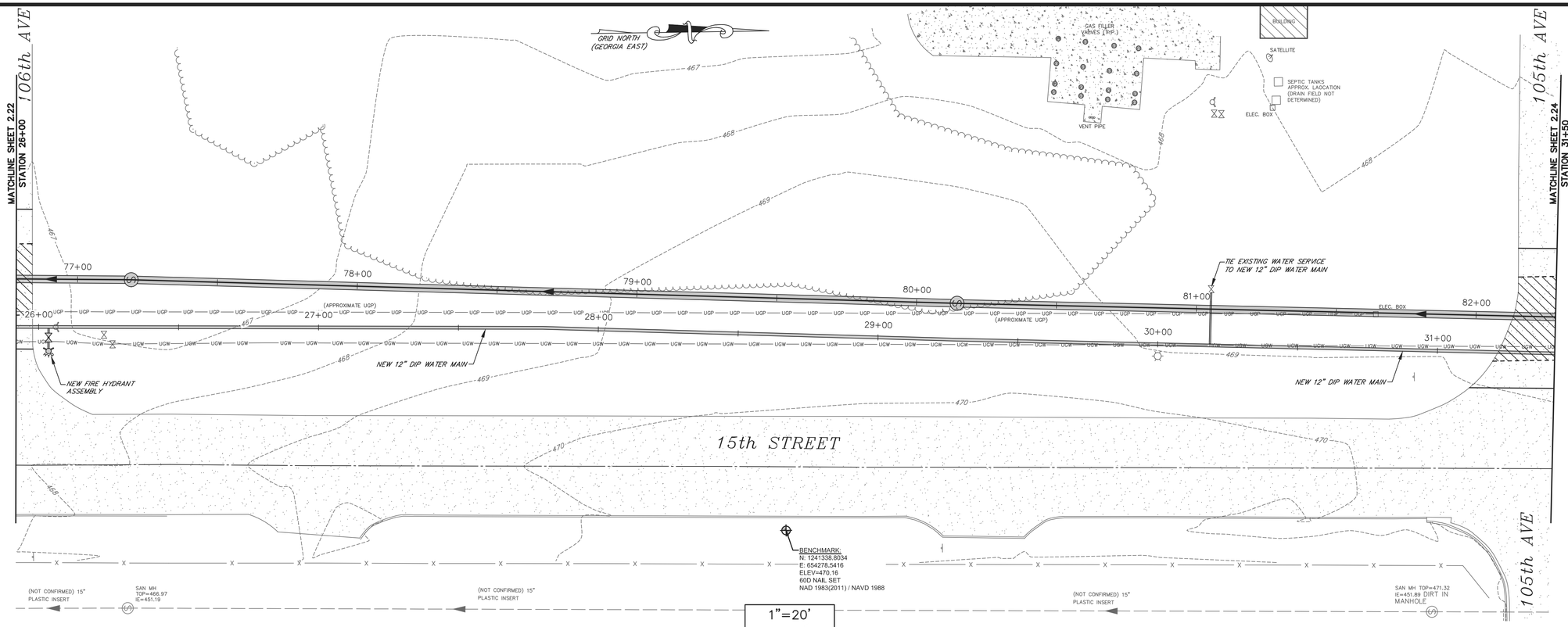
SHEET TITLE: WATER MAIN PLAN & PROFILE

PROJECT NAME: 15TH STREET COLLECTOR SANITARY SEWER PROJECT

20 0 20
SCALE IN FEET

PROJECT INFORMATION
JOB NO: W0018025.08
DRAWN BY: ZJ
CHECKED BY: VC
DRAWING FILE: 18025E.dwg
DRAWING SCALE: 1" = 20'
ORIGINAL RELEASE DATE: JUNE 2, 2020

Sheet: 2.22



1"=20'

H: 1"=20'
V: 1"=10'

NOTES:
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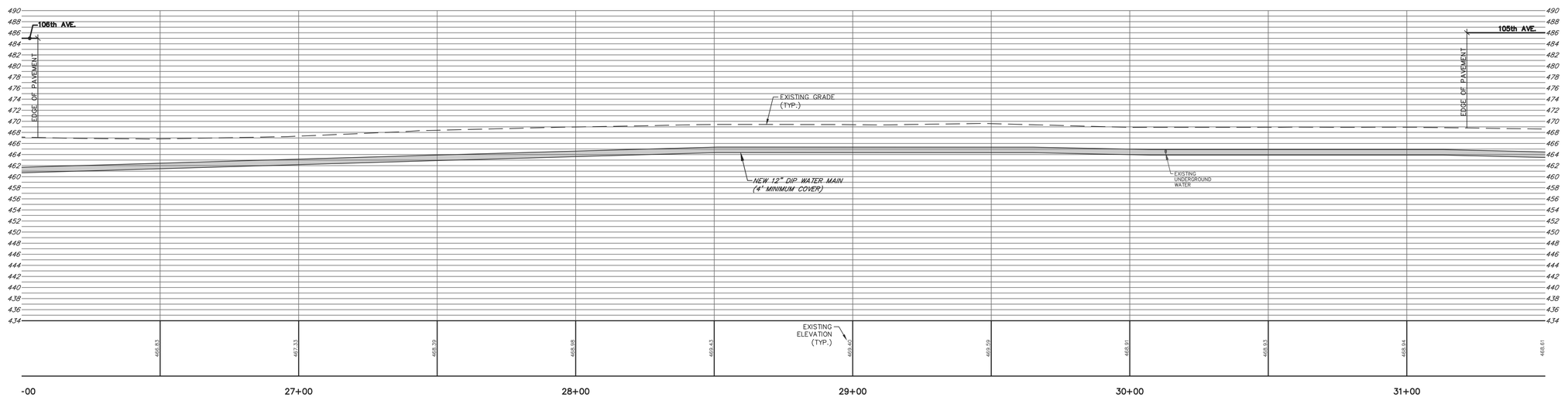


WATER MAIN

SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=10'

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

REV. NO.	DATE	DESCRIPTION
5	6-2-20	ADD NEW 12" WATER MAIN

REVISION BLOCK

AUGUSTA—RICHMOND, GEORGIA

GEORGIA REGISTERED No. 32681 PROFESSIONAL 6-2-20 ENGINEER VICTOR A. CONOVER

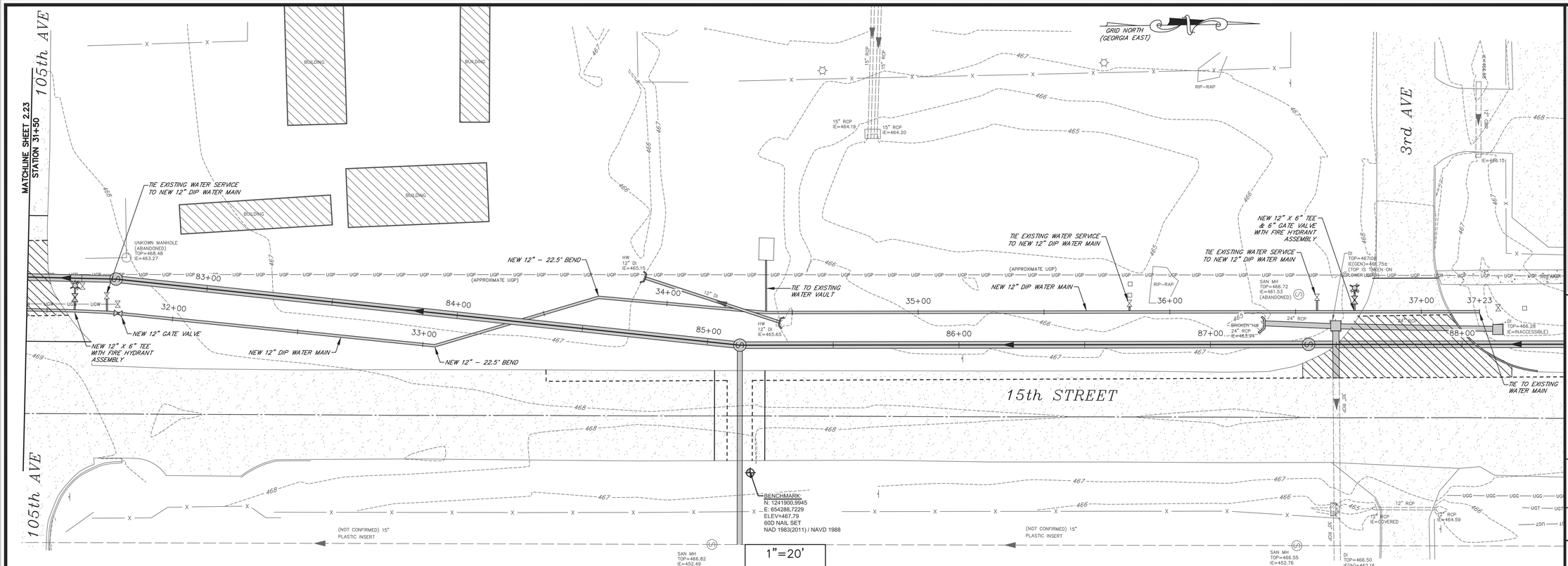
SHEET TITLE:
WATER MAIN PLAN & PROFILE

PROJECT NAME:
15TH STREET
COLLECTOR SANITARY
SEWER PROJECT

20 0 20
SCALE IN FEET

PROJECT INFORMATION
JOB NO: W0018025.08
DRAWN BY: ZJ
CHECKED BY: VC
DRAWING FILE: 18025E.dwg
DRAWING SCALE: 1" = 20'
ORIGINAL RELEASE DATE: JUNE 2, 2020

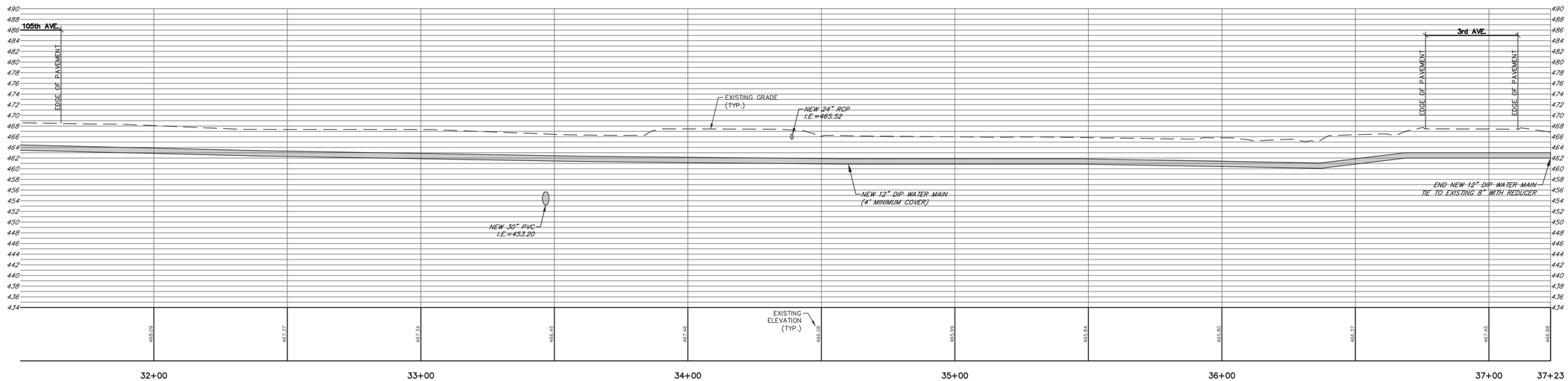
Sheet:
2.23



1"=20'

H: 1"=20'
V: 1"=10'

NOTES:
1. ALL WATER MAIN JOINTS SHALL BE RESTRAINED JOINTS.
2. ALL WATER MAIN PIPES SHALL BE 12" DUCTILE IRON PIPE.



WATER MAIN

SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=10'

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

REV. NO.	DATE	DESCRIPTION
5	6-2-20	ADD NEW 12" WATER MAIN

REVISION BLOCK

AUGUSTA-RICHMOND, GEORGIA

GEORGIA REGISTERED No. 32681 PROFESSIONAL ENGINEER VICTOR A. CONOVER

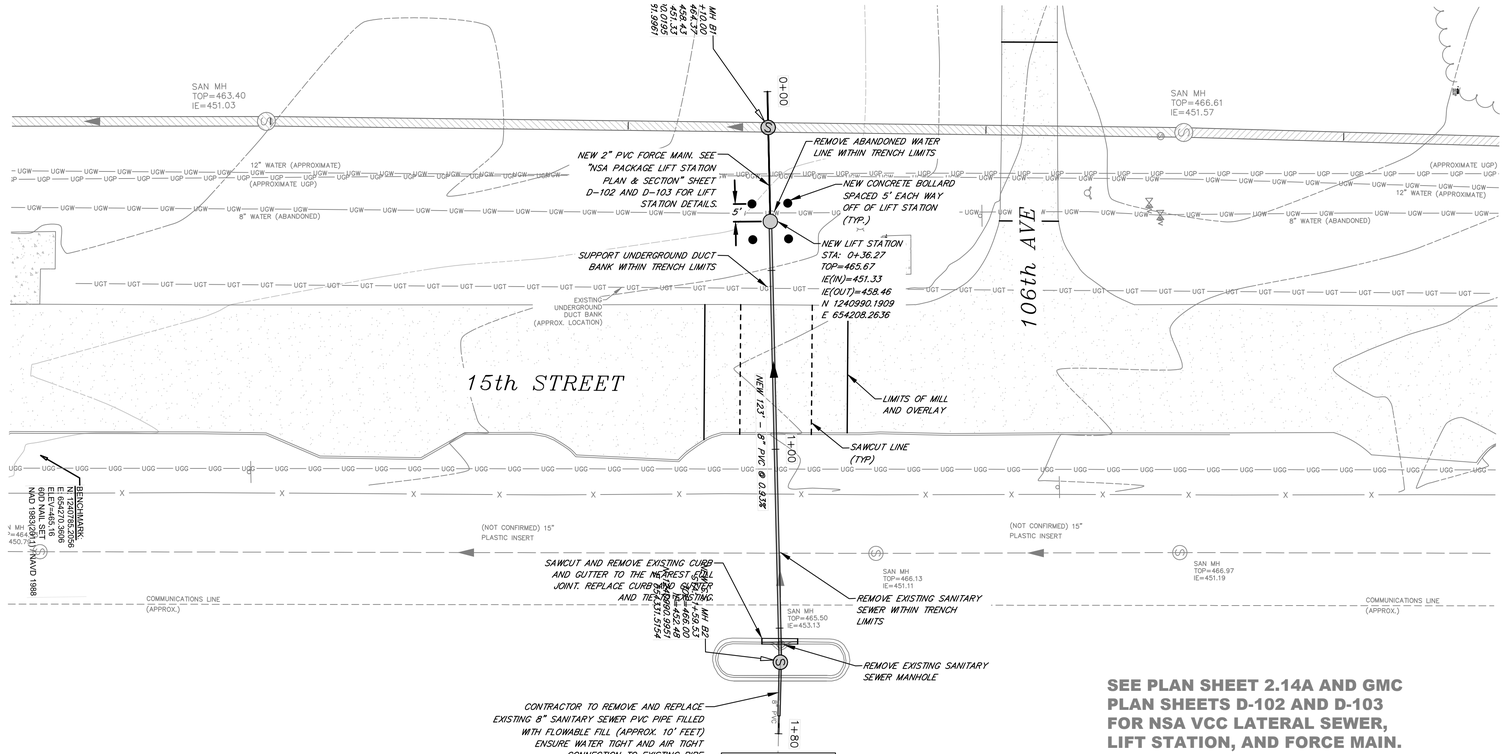
SHEET TITLE: WATER MAIN PLAN & PROFILE

PROJECT NAME: 15TH STREET COLLECTOR SANITARY SEWER PROJECT

SCALE: 20 0 20 IN FEET

PROJECT INFORMATION
JOB NO: W0018025.08
DRAWN BY: ZJ
CHECKED BY: VC
DRAWING FILE: 18025E.dwg
DRAWING SCALE: 1" = 20'
ORIGINAL RELEASE DATE: JUNE 2, 2020

Sheet: 2.24



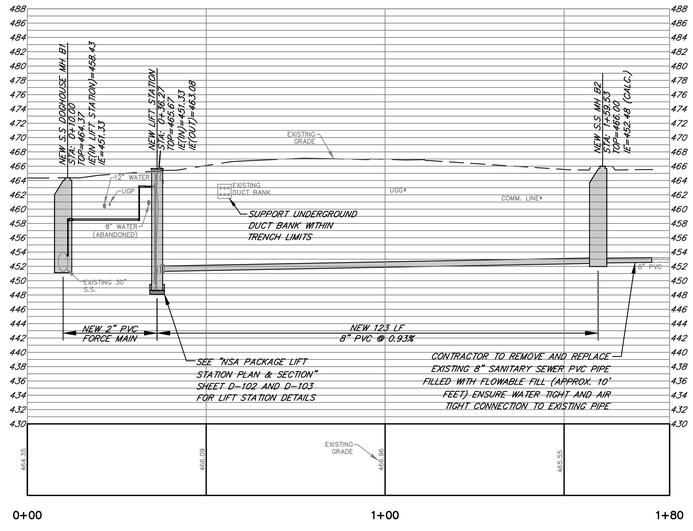
SEE PLAN SHEET 2.14A AND GMC PLAN SHEETS D-102 AND D-103 FOR NSA VCC LATERAL SEWER, LIFT STATION, AND FORCE MAIN.

ALL NEW PIPE SHALL BE SDR-26

SEQUENCING NOTES:

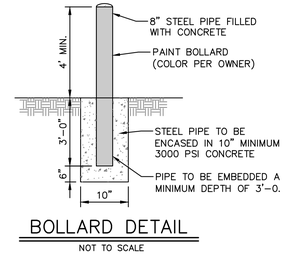
1. REMOVE EXISTING S.S.MH IN NSA PARKING LOT.
2. REMOVE AND REPLACE EXISTING PLUGGED 8" PVC UPSTREAM OF B2.
3. SET MH B2.
4. CONFIRM INVERT ELEVATIONS OF MH B2 AND TIE IN ELEVATION OF MH B1.
5. CONSTRUCT DOGHOUSE MH B1.
6. INSTALL 8" PVC SEWER FROM MH B1 TO MH B2.

1"=20'
H: 1"=20'
V: 1"=10'



SANITARY SEWER TIE IN

SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=10'



BOLLARD DETAIL
NOT TO SCALE

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

REV. NO.	DATE	DESCRIPTION

REVISION BLOCK

AUGUSTA-RICHMOND, GEORGIA

GEORGIA REGISTERED No. 32681 PROFESSIONAL ENGINEER VICTOR A. CONOVER

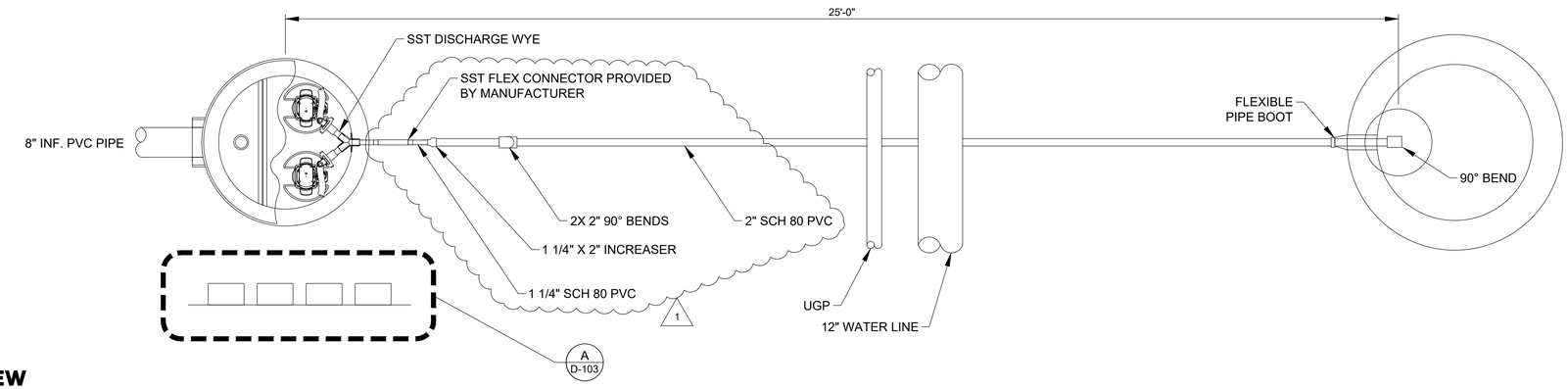
SHEET TITLE: PLAN AND PROFILE

PROJECT NAME: 15TH STREET COLLECTOR SANITARY SEWER PROJECT

SCALE 20 0 20 IN FEET

PROJECT INFORMATION
JOB NO: W0018025.08
DRAWN BY: OW
CHECKED BY: VC
DRAWING FILE: 18025E.DWG
DRAWING SCALE: 1"=20'
ORIGINAL RELEASE DATE: JULY 12, 2019

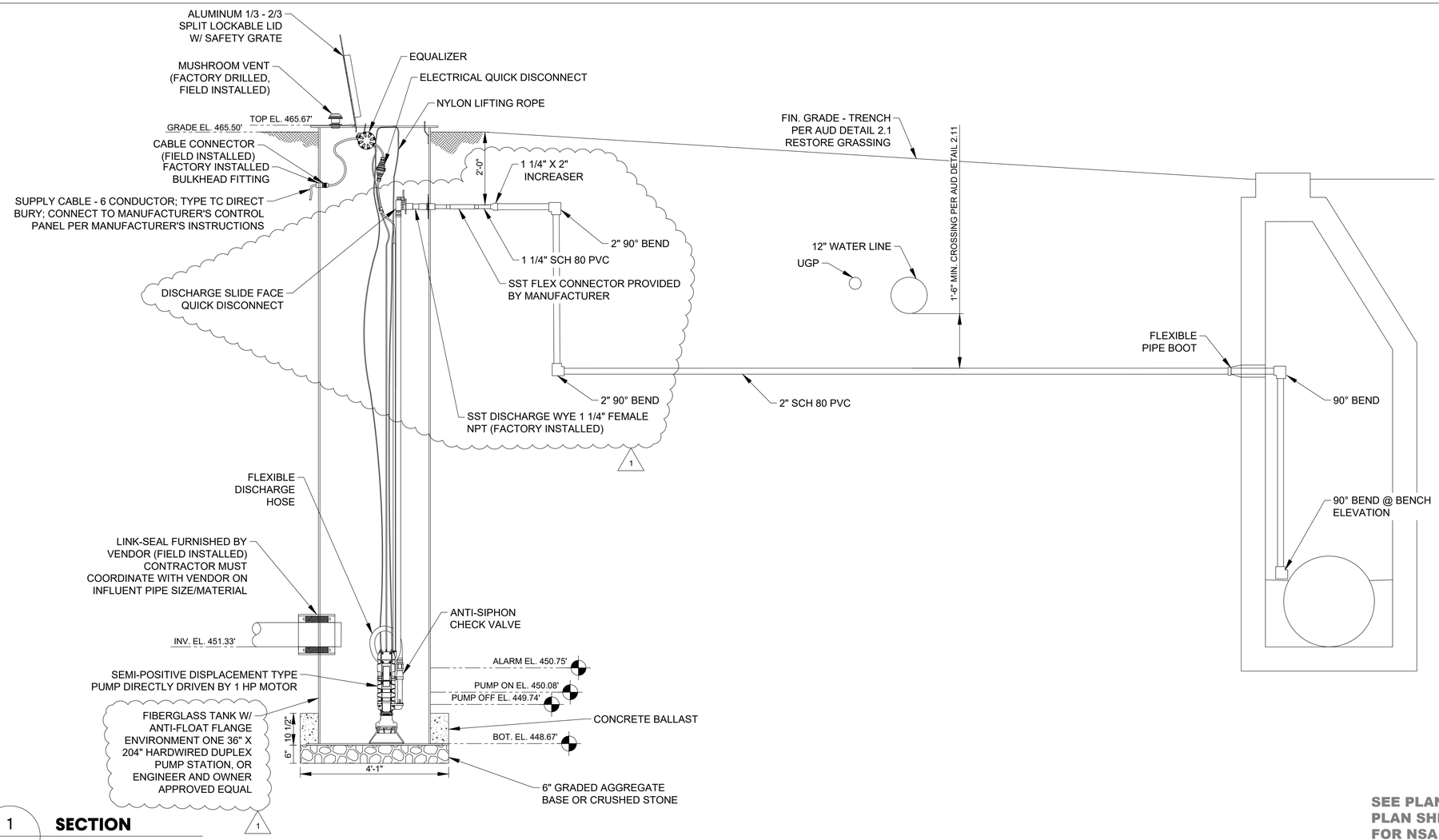
Sheet: 2.14A



2
D-102

PLAN VIEW

SCALE: 1" = 20"



1
D-102

SECTION

SCALE: 1" = 20"

SEE PLAN SHEET 2.14A AND GMC PLAN SHEETS D-102 AND D-103 FOR NSA VCC LATERAL SEWER, LIFT STATION, AND FORCE MAIN.

GMC

1450 Greene St., Suite 505
Augusta, GA 30901
T 706.251.9099
GMCNETWORK.COM

ISSUE	DATE
FINAL SUBMITTAL	05.18.2021
1 REVI	06.09.2021

PROJECT MANAGER: GS
ENGINEER: MF
DESIGNER: GS
DRAWN BY: GS

1" .5" 0"

AAFES Troop Store & NSA
Lift Stations
Augusta, Georgia

GMC Project #CAUG180004

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 31669 MITCHELL E. FREEMAN

NSA PACKAGE LIFT STATION PLAN & SECTION

D-102

DRAWING FILE: W:\Civil\CAUG Projects\Augusta Utilities Department\CAUG180004 - Review of Troop Store AAFES vic 25705 Lift Station and NSA LS\0 DWG+CAD\01 BID DRAWINGS\11 PROCESS\D-101-102 - PLAN AND SECTION.dwg
PLOTTED: Jun 09, 2021 - 8:48am

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NOT USED

NOT USED

NOT USED

NOT USED

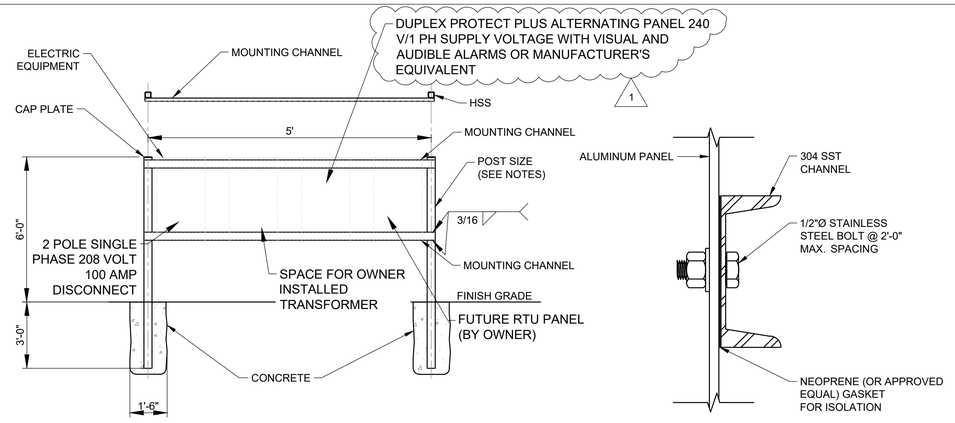
NOT USED

GENERAL NOTES:

1. CONTRACTOR MUST FOLLOW INSTALLATION INSTRUCTIONS PROVIDED BY ENVIRONMENT ONE AND ALL APPLICABLE LOCAL CODES.
2. OWNER WILL PROVIDE POWER TO THE SITE FROM EXISTING NEARBY GA POWER FEED. UNDER THIS CONTRACT, PROVIDE CONDUCTORS AND CONDUIT FROM DISCONNECT TO PUMP STATION CONTROL PANEL AND MAKE TERMINATIONS PER VENDOR REQUIREMENTS.

EQUIPMENT MOUNTING FRAME NOTES:

1. DESIGNED FOR 120 MPH WIND SPEED.
2. PIPES ARE SCH. 40, FY= 36KSI
3. GROUND CONDITIONS 300 LBF LATERAL RESISTANCE MIN.
4. EQUIPMENT DL. 1000 lbs. MAX.
5. POST SIZE: HSS 3 X 3 X 1/4
6. MOUNTING CHANNEL SIZE: C 4 X 4.5



A
D-103

EQUIPMENT MOUNTING FRAME

SCALE: NOT TO SCALE

SEE PLAN SHEET 2.14A AND GMC PLAN SHEETS D-102 AND D-103 FOR NSA VCC LATERAL SEWER, LIFT STATION, AND FORCE MAIN.

GMC

1450 Greene St., Suite 505
Augusta, GA 30901
T 706.251.9099
GMCNETWORK.COM

ISSUE	DATE	
FINAL SUBMITTAL	05.18.2021	GS
1 REV1	06.09.2021	MF
		GS
		GS

PROJECT MANAGER:
ENGINEER:
DESIGNER:
DRAWN BY:

1" 0" .5" 1"

AAFES Troop Store & NSA
Lift Stations
Augusta, Georgia

GMC Project #CAUG180004

NSA PACKAGE LIFT STATION DETAIL

D-103

DRAWING FILE: W:\Civil\CAUG Projects\Augusta Utilities Department\CAUG180004 - Review of Troop Store AAFES vic 257051 Lift Station and NSA LS\0 DWG+CAD\01 BID DRAWINGS\11 PROCESS\D-101-102 - PLAN AND SECTION.dwg
PLOTTED: Jun 09, 2021 - 8:48am

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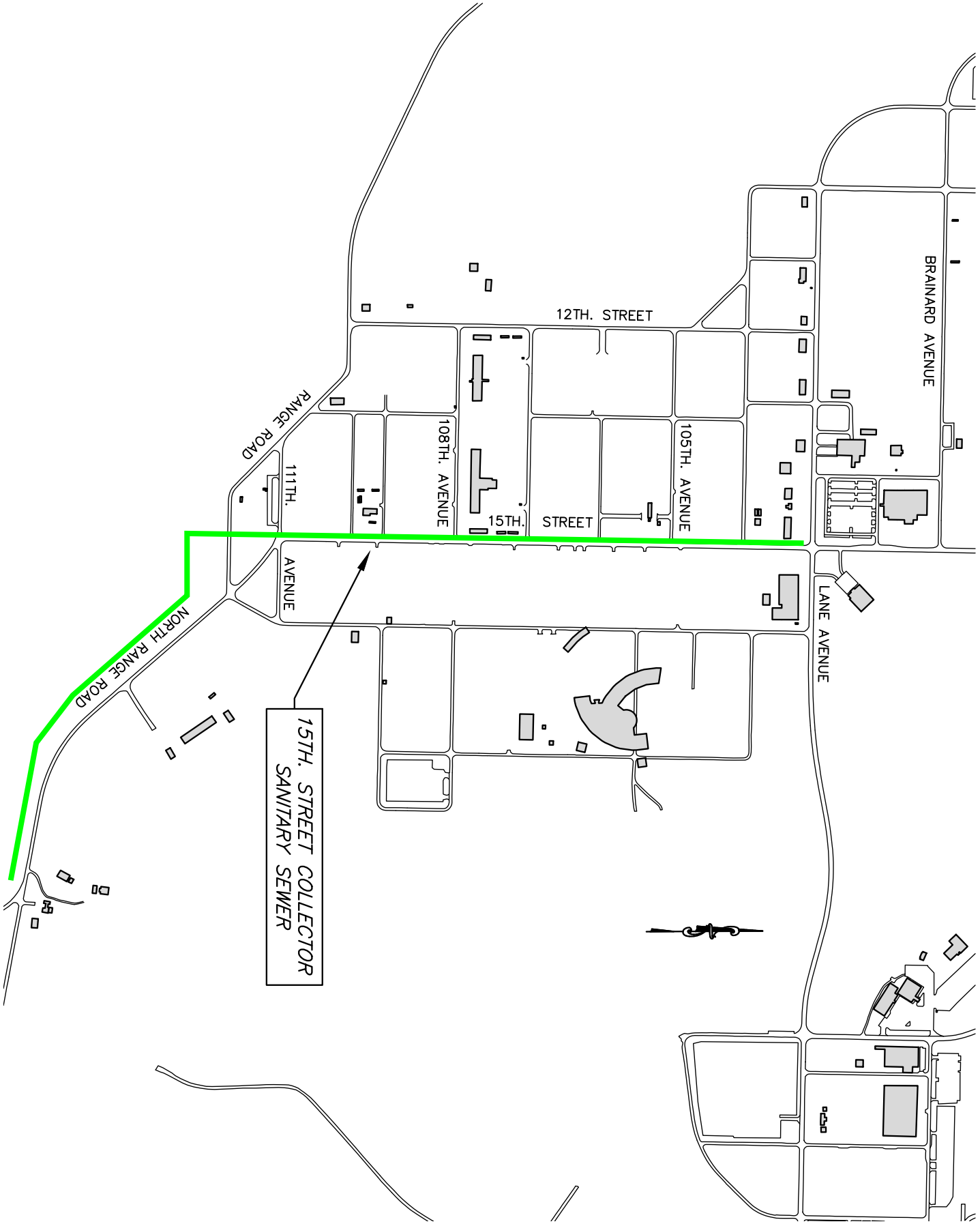

AUD FORT GORDON PROJECT MAP	AUGUSTA UTILITIES DEPARTMENT 452 WALKER STREET, SUITE 200 AUGUSTA, GA 30901	Water Is Life AUGUSTA UTILITIES
434 TH. STREET COLLECTOR SANITARY SEWER		

SMB/MSC 2/5/18

Commission Meeting

February 21, 2023

Emergency Procurement Service & Purchase
Environmental Services Operations
File Reference: 23-014 (A)

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve and receive as information attached Exhibit A listed Emergency procured rental equipment for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. Requested by Engineering

Background: Several factors contributed to make this emergency procurement. Aging equipment needing parts replacement, equipment failure, equipment extended repair time, shrinking available airspace, and assigned staff out-work status warranted prompt action to keep landfill active phase daily operation functional and maintain needed compaction & cover as its regulatory permit requires. In addition, contract services were used to maintain minimum level of services in absence of assigned in-house staff.

Analysis: Work and purchases were under emergency that warranted timely response

Financial Impact: Funds available in Environmental Services Operations budget:
$57,500.00 per month 541 044210 5224214
$5,250.00 541 044210 5224214

Alternatives: N/A

Recommendation: Approve and receive as information attached Exhibit A listed Emergency procured rental equipment for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. Requested by Engineering

Funds are available in the following accounts: $57,500.00 per month 541 044210 5224214 / $5,250.00 541 044210 5224 delivery charge
(Environmental Services Operations Budget)

REVIEWED AND APPROVED BY: HM/SR

EXHIBIT A

ENVIRONMENTAL OPERATIONS - EMERGENCY PROCUREMENT

1) 826 Compactor Rental ($23,100/mo & $3,950 delivery charge)
2) D6T-Waste Handler Dozer Rental ($19,500/mo & $1,500 delivery charge)
3) Articulate Truck Rental ($14,900/mo & $800 delivery charge)

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Walt Corbin, P.E. Engineering Manager

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director

From: Walt Corbin, PE - Engineering Service Manager

Date: 1/18/2023

Subject: Yancey Equipment – Emergency Rental Justification, 826 Compactor

Due to the aging Solid Waste handling fleet at the Augusta Landfill, operations are routinely hampered by frequent downtimes due to maintenance related failures. Both internal staff as well as outside venders place priority on returning each piece of equipment back into service as expeditiously as possible. However, due to the nature of the failures, the part supply chain delays and other various factors, equipment can be down for weeks at a time. The Solid Waste Operations has various critical pieces of equipment vital to ensuring that day to day operations continue to facilitate service to the contractor haulers who handle residential waste, as well as the haulers that provide service to commercial businesses of Augusta.

The Landfill currently utilizes two Compactors to place waste on the active disposal area and then compacts the waste material to maximize the available permitted air space. The compaction efforts help extend the lifespan of the active phase and therefore is critical to the longevity of the Landfill. In November one of the compactors caught fire during operation and has since been rendered inoperable. The lead time for reconstruction of this unit is approximated to be six months.

Rental of the 826 Compactor was imperative to maintain operations at a level to support the needs of the community.

c.c.
file

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Walt Corbin, P.E. Engineering Manager

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director

From: Walt Corbin, PE - Engineering Service Manager

Date: 1/18/2023

Subject: Yancey Equipment – Emergency Rental Justification, D6T Dozer

Due to the aging Solid Waste handling fleet at the Augusta Landfill, operations are routinely hampered by frequent downtimes due to maintenance related failures. Both internal staff as well as outside venders place priority on returning each piece of equipment back into service as expeditiously as possible. However, due to the nature of the failures, the part supply chain delays and other various factors, equipment can be down for weeks at a time. The Solid Waste Operations has various critical pieces of equipment vital to ensuring that day to day operations continue to facilitate service to the contractor haulers who handle residential waste, as well as the haulers that provide service to commercial businesses of Augusta.

The Landfill currently utilizes two D8 dozers to place waste on the active disposal area. Currently one of the D8 dozers has been out of operation since the beginning of December with currently no defined schedule for return to service. The equipment failure left only a single trash dozer to handle waste at that time and with the sporadic failures of equipment, the need to supplement the existing D8 dozer was crucial.

Rental of the D6T was imperative to maintain operations at a level to support the needs of the community.

c.c.
file

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Walt Corbin, P.E. Engineering Manager

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director

From: Walt Corbin, PE - Engineering Service Manager

Date: 1/18/2023

Subject: Yancey Equipment – Emergency Rental Justification, 745 Articulate Truck

Due to the aging Solid Waste handling fleet at the Augusta Landfill, operations are routinely hampered by frequent downtimes due to maintenance related failures. Both internal staff as well as outside venders place priority on returning each piece of equipment back into service as expeditiously as possible. However, due to the nature of the failures, the part supply chain delays and other various factors, equipment can be down for weeks at a time. The Solid Waste Operations has various critical pieces of equipment vital to ensuring that day to day operations continue to facilitate service to the contractor haulers who handle residential waste, as well as the haulers that provide service to commercial businesses of Augusta.

The Landfill currently utilizes three articulating trucks to haul borrow material to various locations of the site. The borrow material is used for assorted operational needs of which, two activities are critical to continued compliance with the Georgia Environmental Protection Division. These activities include temporary daily waste cover and final slope construction. Of the three existing Landfill articulating trucks, two are currently down for repairs leaving just a single truck for the entire site and with the sporadic failures of equipment, the need to supplement the existing single truck was crucial.

Rental of the 745 Articulating Truck was imperative to maintain operations at a level to support the needs of the community.

c.c.
file

Estimate No:116515 - 1

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA 30911-4406

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
901240	116515	10/24/2022	MR SHANE CAPAITOSTI
PHONE NO.	**FAX NO.**	**EMAIL**	
706.832.0337		scapitosti@augustaga.gov	
MODEL	**MAKE**		**SERIAL NO.**
826H	AA		0AWF00264
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
	11890		
ESTIMATE DESCRIPTION:	REPLACE WHEELS		

SEGMENT: 01 REPLACE COMPACTOR WHEEL (510 4206)

Part Number	Description	Qty	Unit Price	Discount %	Ext Price
3780418U	WHEEL AS	4	8,781.25	0.00	35,125.00

Total Estimated Parts: 35,125.00

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
FLD	LABOR TO SWAP COMPACTOR WHEELS	24	155.00	0.00	3,720.00

Total Estimated Labor: 3,720.00

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
FRT	FREIGHT FOR ROUNDTRIP	1	2,598.00	0.00	2,598.00

Total Estimated Misc: 2,598.00
Segment 01 Total: 41,443.00

SEGMENT: 99 TRAVEL TO/FROM MACHINE (056 7000)

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
CAL	CALL OUT FOR 3 DAYS	3	199.00	0.00	597.00

Total Estimated Misc: 597.00
Segment 99 Total: 597.00

Total Segments:	42,040.00
SUB TOTAL (BEFORE TAXES)	42,0

-This estimate will expire 30 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
-Terms: Net 30
-Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____***from start date***
"The signature is an authorization to proceed with the required repair work as described within the quote"

Issued PO#: _____ ***Authorized Name:*** _____ ***Please Print***

Date: ____/____/_____.

_____
Signature

Any questions? Please call Jamie Brantley at Office: (706) 790-1300 Mobile: Fax: Branch:

Commission Meeting

February 21, 2023

Emergency Procurement Service & Purchase
Environmental Services Operations
File Reference: 23-014 (A)

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve and receive as information attached Exhibit A listed Emergency procured equipment purchases & repairs for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. Requested by Engineering

Background: Several factors contributed to make this emergency procurement. Aging equipment needing parts replacement, equipment failure, equipment extended repair time, shrinking available airspace, and assigned staff out-work status warranted prompt action to keep landfill active phase daily operation functional and maintain needed compaction & cover as its regulatory permit requires. In addition, contract services were used to maintain minimum level of services in absence of assigned in-house staff.

Analysis: Work and purchases were under emergency that warranted timely response

Financial Impact: Funds available in Environmental Services Operations budget:
Heavy Equipment 541 044210 542510 $349,895
Equipment Repairs 541 044210 5319130 $154,484
Machinery & Equip 541 044210 5422510 $13,000

Alternatives: N/A

Recommendation: Approve and receive as information attached Exhibit A listed Emergency procured equipment purchases & repairs for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements. Requested by Engineering

Funds are available in the following accounts:	Heavy Equipment 541 044210 542510 $349,895 (Environmental Services Operations Budget**)** Equipment Repairs 541 044210 5319130 $154,484 (Environmental Services Operations Budget**)** Machinery & Equip 541 044210 5422510 $13,000 **(**Environmental Services Operations Budget)
REVIEWED AND APPROVED BY:	HM/SR

EXHIBIT A

ENVIRONMENTAL OPERATIONS - EMERGENCY PROCUREMENT

1) TARP Machine Procurement ($235,288.90)
2) Compactor Wheel Rebuild ($42,040.00)
3) 836K Compactor Repair ($44,601.52)
4) D8 Dozer Repair ($67,842.02)
5) Communication equipment/Radios ($13,000)
6) Landfill Hydroseeder Purchase ($114,606.00)

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Walt Corbin, P.E. Engineering Manager

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director

From: Walt Corbin, PE - Engineering Service Manager WWC

Date: 1/29/2023

Subject: Emergency Procurement – Tarp Machine for Alternative Daily Cover (ADC)

The Landfill currently owns three articulating trucks used to haul borrow material to various locations on the site. The borrow material is used for assorted operational needs of which, two activities are critical to the continued compliance with the Georgia Environmental Protection Division (GaEPD). These activities include *temporary daily waste cover* and final slope construction. Due to the aging Solid Waste handling fleet at the Augusta Landfill, operations are routinely hampered by frequent downtime due to maintenance related failures. As such the Solid Waste Operations is currently utilizing one departmental owned truck as well as one rental while the other two are awaiting repairs.

The GaEPD allows for *temporary daily waste cover* to be replaced by an Alternative Daily Cover as deemed appropriate by the operation. Because the cost (excavation, transportation, and placement) and value of the airspace consumed by traditional daily waste cover soil, it is common for landfills to seek out and use an approved Alternative Daily Cover (ADC). The savings in soil handling costs and airspace consumption are very significant and cannot be overlooked. As a consequence of these substantial annual costs, the inconsistency with available operational equipment, it has become necessary to explore suitable and proven replacements to traditional cover soil. Not only do potential replacements need to be cost effective, but they must also be operationally feasible and satisfy the regulatory minimum performance standards for ADC.

By transitioning from traditional soil waste cover to an ADC (tarp), the department will be able to continue maintaining compliance with GaEPD, be less reliant on the unreliable articulating trucks, and save a considerable amount in airspace, fuel, time and the number of staff required to meet regulatory compliance.

Procurement of the tarp machine is vital to maintaining operational efficiency and compliance.

c.c.
file

By Blue Ridge: Tarp deployment system - NEED & JUSTIFICATION

Due to the cost (excavation, transportation, and placement) and value of the airspace consumed by traditional daily and intermediate cover soil, it is common for efficient-minded landfills to seek out and use an approved Alternative Daily Cover (ADC). The savings in soil handling costs and airspace consumption are very significant and cannot be overlooked.

As a consequence of these substantial annual costs, it became necessary to explore and recommend suitable and proven replacements to traditional cover soil. Not only do potential replacements need to be cost effective, but they must also be operationally feasible and satisfy the regulatory minimum performance standards for ADC. There are numerous manufactured products and waste derived materials that can be effectively utilized as ADC. However, the selection of an ADC is dependent on a variety of site-specific factors. What might perform well at one facility might not perform well at another. Based on our understanding of the site-specific factors and limited access to waste derived ADC's, we focused our efforts toward comparing the ADC's shown in the following table. For comparison sake, we also included traditional cover soil in the table. Obviously, traditional cover soil performs very well, but comes at a substantial cost due to the landfill airspace it consumes. Based on our extensive experience working with these ADC's, we developed the following table that provides a side-by-side comparison. The green areas indicate when a particular ADC favorably meets the given criteria, and the red indicates a less desirable outcome. We included the gray areas where there was insufficient information.

		ADC Performance Criteria							
		Rain Infiltration	Fires	Flies	Birds	Odors	Litter	Aesthetics	Cost
ADC Type	Soil								
	Enviro Cover Film								
	Tarps		?						
	Foam	?				?		?	?
	Spray on	?				?		?	?
	Wood/Greenwaste								?
	Shingles								?
	Auto Shredder Residual								?

From a performance perspective, we recommend that the landfill moves forward with purchasing an automated tarp deployment system. We have based this recommendation on our extensive experience with landfill ADC, our onsite observations, understanding of the unique operation and evaluation of ADC Performance Criteria. When used properly, tarps deployed with an automated tarp deployment system have the following positive attributes:

- Since they are removed each day, tarps do not occupy valuable airspace. Cover soil and other typical forms of ADC such as: green waste, shredded tires, auto shredder fluff, bio-solid material, roofing material all consume airspace when utilized.

- One of the key benefits of removable tarps, is that the tarps can be reused over and over. For soil and ADC's that are not removable, each day a new supply of this material must be utilized. On an annual basis, this represents a significant quantity of material and cost.

- When properly maintained and deployed as intended, landfill tarps will typically last a minimum of 18 months. In some cases, sites with effective tarp maintenance programs can extend tarp life even longer. When considering that tarps are used over and over, the initial capital costs of these tarps can be amortized over their entire life. Each tarp has the potential to cover an enormous amount of square footage over its life, so amortizing the initial capital costs over all the square footage in which they will cover results in very attractive cost per square foot.

- In comparison to cover soil and other forms of ADC, automated tarp deployment systems can cover and uncover a significant amount of square footage relatively quickly. Additionally, this coverage can take place with a single piece of heavy equipment and perhaps a spotter.

Our recommended waste cell geometry resulted in a surface of approximately 30,000 sq' that would need to be covered with soil or an ADC at the end of each day. Covering this 30,000 sq' with soil each day would require approximately 555 cy or 22 haul trucks of soil. Using an industry standard airspace valuation of $15.00 pcy, the use of tarps in lieu of soil would save approximately $8,300 of airspace each day. When factoring in the hourly owning and operating cost of the heavy equipment needed to excavate, transport and spread cover soil, this daily savings would be even more significant.

Quote

SOUTHWESTERN SALES CO.
P. O. BOX 1257
ROGERS. AR 72757-1257
4796366943

Order Number: 0197489
Order Date: 11/3/2022

Salesperson: MSM
Customer Number: 24-AU10

Sold To:
CITY OF AUGUSTA GEORGIA
ACCOUNTING DEPARTMENT
535 TELFAIR ST., SUITE 800
MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379

Ship To:
AUG RC CITY LANDFILL
ATTN: JAMES WAGNER
4330 DEANS BRIDGE ROAD
706-592-3200
BLYTHE, GA 30805

Confirm To: JAMES WAGNER

Customer P.O.	Ship VIA	F.O.B.	Terms	Expires
	FLATBED		NET 30	7/29/2025

Item Number	Unit	Ordered	Shipped	Price	Amount
TDS30XS 30 FT TARP SYSTEM XS	EACH	1	0	62,975.000	62,975.00
TDS30F262 Spool Assembly, 30 FT, XS	EACH	7	0	9,999.500	69,996.50
L/30X100MATM-TT 30' x 107' GRAY 10oz FR MATM	EACH	21	0	2,380.000	49,980.00
L/CABLELOX30-F tarpLOX cable asmy 30 ft Tarp	EACH	126	0	225.000	28,350.00
L/CHAIN3/8 3/8" PROOF COIL CHAIN FOR ADCs	FOOT	4,662	0	3.750	17,482.50
/TDSTRAINING TDS TRAINING COURSES	EACH	2	0	800.000	1,600.00

=PREPAID FREIGHT & ADD TO INVOICE=

Net Order:	230,384.00
Less Discount:	0.00
Freight:	4,904.90
Sales Tax:	0.00
Order Total:	235,288.90

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Walt Corbin, P.E. Engineering Manager

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director

From: Walt Corbin, PE - Engineering Service Manager WHC

Date: 1/29/2023

Subject: Emergency Procurement – Compactor Wheels

The Solid Waste Operations has various critical pieces of equipment vital to ensuring that day to day operations continue to facilitate service to the contract haulers who handle residential waste, as well as the haulers that provide service to commercial businesses of Augusta. The Landfill currently utilizes two Compactors to place waste on the active disposal area and then compacts the waste material to maximize the available permitted air space. The compaction efforts help extend the lifespan of the active phase and therefore is critical to the longevity of the Landfill. The department's 836 Compactor was in significant need of new/refurbished wheels and cleats to help maintain this maximum compaction effort and extend the air space of the currently permitted active phase as the existing set were out of maximum compaction specifications.

Procurement of the compactor wheels was paramount to maintaining operations at a level to support the needs of the community as well as extending the life of the currently permitted phase.

c.c.
file

YANCEY CAT

Estimate No:116515 - 1

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA 30911-4406

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
901240	116515	10/24/2022	MR SHANE CAPAITOSTI
PHONE NO.	**FAX NO.**	**EMAIL**	
706.832.0337		scapitosti@augustaga.gov	
MODEL	**MAKE**		**SERIAL NO.**
826H	AA		0AWF00264
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
	11890		
ESTIMATE DESCRIPTION:	REPLACE WHEELS		

SEGMENT: 01 REPLACE COMPACTOR WHEEL (510 4206)

Part Number	Description	Qty	Unit Price	Discount %	Ext Price
3780418U	WHEEL AS	4	8,781.25	0.00	35,125.00
			Total Estimated Parts:		35,125.00

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
FLD	LABOR TO SWAP COMPACTOR WHEELS	24	155.00	0.00	3,720.00
			Total Estimated Labor:		3,720.00

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
FRT	FREIGHT FOR ROUNDTRIP	1	2,598.00	0.00	2,598.00
			Total Estimated Misc:		2,598.00
			Segment 01 Total:		41,443.00

SEGMENT: 99 TRAVEL TO/FROM MACHINE (056 7000)

Item Number	Description	Qty	Unit Price	Discount %	Ext Price
CAL	CALL OUT FOR 3 DAYS	3	199.00	0.00	597.00
			Total Estimated Misc:		597.00
			Segment 99 Total:		597.00

Total Segments:	42,040.00
SUB TOTAL (BEFORE TAXES)	42,040.

-This estimate will expire 30 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
-Terms: Net 30
-Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____ ***from start date***
"The signature is an authorization to proceed with the required repair work as described within the quote"

Issued PO#: _____ ***Authorized Name:*** _____ ***Please Print***

Date: ____/____/_____.

_____
Signature

Any questions? Please call Jamie Brantley at Office: (706) 790-1300 Mobile: Fax: Branch:

4-D20/

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

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

MEMORANDUM

TO: Geri Sams

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

DATE: November 2, 2022

SUBJECT: Warranty Repair Memo Price Increase

The Environmental Services Department requested a sole source for YANCEY BROS. CO in June of 2022. The Caterpillar D-8 Dozier 212233 was in need of a Bushing and Pin turn on both tracks. Yancey estimated the work originally at $ 35,491.88. A purchase order was obtain through procurement, PO P436168 dated 06/22/2022, for that dollar amount and the machine was transported to Yancey Service Repair Center on 08/03/2022. By the time the machine reached Yancey the time for turning of the pins and bushings had pasted and the machine now needed a complete undercarriage. While doing the undercarriage Yancey found that the pivot bar seal, bogie rollers, track adjusters, and lift cylinders where damaged. This additional work was relayed to procurement by Environmental Services. We were advised to wait on final cost and then submit. The machine was returned to Environmental Services on 10/07/2022. Final Cost for all repairs made on machine while in Yancey's shop $67,842.02. Repairs that were made would have to been done by Yancey to keep machine under warranty.

Yancey is the company that provided the unit and the warranty service agreement is in place to ensure machine stays in warranty even though the work being performed at this time does not qualify for warranty the areas being worked on if not done by Yancey will void the warranty.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3206 should you have any questions or require any additional information

Attachment

Cc: File

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME	ENVIRONMENTAL SERVICES		REQUISITION NO
DEPARTMENT NUMBER	541 04 4210	53-19130	REQUISITION DATE 11/1/2022
REQUESTED BY	SHANE CAPITOSTI	YANCEY BROTHERS #1119	PURCHASE ORDER NO
			PURCHASE ORDER DATE

APPROVAL - SIGNATURE

BID# SOLE SOURCE

VENDOR NAME	NAME OF BIDDER #1	NAME OF BIDDER #2	NAME OF BIDDER #3
NAME	YANCEY BROTHERS #1119		
PHONE NUMBER			
QUOTED BY	JAMIE BRANTLEY		

ITEM NO	DESCRIPTION	ITEM NO.	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	SERVICE INVOICE #EMSI1957627		1	67,842.02	67,842.02		-		-
2					-		-		-
3					-		-		-
4					-		-		-
5					-		-		-
					-		-		-
					-		-		-
6					-		-		-
7					-		-		-
8					-		-		-
9					-		-		-
10					-		-		-
11					-		-		-
12					-		-		-
13					-		-		-
14					-		-		-
15					-		-		-
16					-		-		-
17					-		-		-
18					-		-		-
19					-		-		-
20					-		-		-
21									
22									
23					-		-		-
BID WITHOUT SHIPPING					$ 67,842.02		$ -		$ -
SHIPPING CHARGES					$ -		$ -		$ -
TOTAL BID WITH SHIPPING					$ 67,842.02		$ -		$ -

PURPOSE OF REQUEST UNIT #212233

4 Dozen

Service Invoice

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Invoice Number	Invoice Date
EMSI1957627	10/27/2022
Customer Number	**Branch**
901240	Augusta

Remit To:
YANCEY BROS. CO.
Drawers CS 198757
Atlanta, GA 30384-8757

Sold To:

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA GA 30911-4406

Ship To:

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
P486468	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			Total Parts A2		2,373.03
			Total Labor A2		2,090.40
			Total Segment A2		4,463.43

212233
WO- 10302
10-28-22

TAKE ADVANTAGE OF OUR NEW INVOICE MANAGEMENT PORTAL - NOW AVAILABLE

To enroll, use the enrollment token found on the bottom of your invoice

Please contact your Credit Representative if you have any questions

TO AVOID DELAYS IN PAYMENT PROCESSING

PLEASE MAKE ALL REMITTANCES TO:
YANCEY BROS CO
DRAWER CS 198757
ATLANTA, GA 30384-8757

MACHINE INVOICES ARE DUE UPON RECEIPT; ALL OTHER INVOICES ARE DUE NET 30 DAYS FROM INVOICE DATE UNLESS OTHERWISE SPECIFIED ON ORIGINAL INVOICE. ANY ACCOUNT NOT PAID WITHIN TERMS WILL BE CONSIDERED PAST DUE AND A FINANCE CHARGE WILL COMPUTED BY A SINGLE PERIODIC RATE OF 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%. ANY ACCOUNT OVER 60 DAYS PAST DUE MAY BE PLACED ON C.O.D.

PAY THIS AMOUNT	67,842.02

THANK YOU FOR YOUR BUSINESS!!

VIEW AND PAY ONLINE	YOUR WEB ENROLLMENT TOKEN	Please log in to view your account information and make online payments
https://Yanceybros.billtrust.com	SQP DZD HSB	

Print Form

Augusta GEORGIA

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

Vendor: YANCEY BROTHERS **E-Verify Number:** 515740

Commodity: SERVICE REPAIR

Estimated annual expenditure for the above commodity or service: $ 67,842.02

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

_____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: SHANE CAPITOSTI Department: ENVIRONMENTAL SERVIC Date: 11/1/2022

Department Head Signature: _____ Date: 4/29/22

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Rev. 09/10/12

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Service Invoice

Invoice Number	Invoice Date
EMSI1957627	10/27/2022
Customer Number	**Branch**
901240	Augusta

Remit To:
YANCEY BROS. CO.
Drawers CS 198757
Atlanta, GA 30384-8757

Sold To:

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA GA 30911-4406

Ship To:

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
~~P436468~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

SEG 01
CLEAN MACHINE
COMPLAINT: CLEAN MACHINE
CAUSE: N/A
RESULTANT DAMAGE: N/A
CORRECTION:
REMOVED TRASH FROM LH SIDE ROLLER FRAMES, CHECKED LH SIDE EQUALIZER BAR PIN, PIN SHOWS NO WEAR, FILLED PIVOT BAR OIL RESERVOIR, LET AIR BLEED, WILL CHECK IN THE MORNING
CHECKED PIVOT SHAFT RESERVOIR, WAS STILL LOW, FILLED WITH MORE OIL, WILL CHECK AGAIN LATER IN THE DAY, REMOVED TRASH FROM RH SIDE ROLLER FRAME, CHECKED EQUALIZER BAR PIN, NO WEAR, SEALS ARE INTACT ON BOTH SIDES
REMOVED TRASH FROM UNDER MACHINE, CHECKED LH SIDE PROBLEM ROLLERS, THEY PIVOT, CHECKING RH SIDE TUESDAY
CLEANED OIL SPOT FROM POPPED BLUE CAPS IN TILT CYLINDER
TOOK BELLY PANS TO WASH BAY, CLEANED THEM OFF, INSTALLED BELLY PANS, CLEANED AROUND MACHINE
DROVE MACHINE OUT OF BAY. AND REFILLED SYSTEMS TO SPEC.

Flat Rate Labor 01 — 1,872.00

Total Segment 01 — 1,872.00

SEG 02
REMOVE & INSTALL TRACK ASSEMBLY
COMPLAINT: R&I TRACKS
CAUSE: N/A
CORRECTION:
4314

Service Invoice

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Invoice Number	Invoice Date
EMSI1957627	10/27/2022
Customer Number	**Branch**
901240	Augusta

Remit To:
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Drawers CS 198757
Atlanta, GA 30384-8757

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530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA GA 30911-4406

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
~~P436168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

ASSISTED IN LIFTING MACHINE.
5424 8/31-
LIFTED AND SUPPORTED MACHINE. REMOVED
BOTH TRACKS AND SENT TO TO SPEC SHOP.
5424 - UNWRAPPED TRACKS, SLID THEM UNDER ROLLER
FRAMES, WRAPPED TRACKS WITH THE CRANE, INSTALLED
MASTER LINK SHOE, TORQUED TO SPEC.
---- 4346 10/05/2022 UNWRAPPED TRACKS AND POSITION
THEM TO BE READY TO INSTALLED. PUSHED TRACKS
UNDER MACHINE. USED CRANE TO LIFT TRACKS AND ABOVE
ROLLER FRAME. WRAPPED METAL SLING AROUND FINAL
AND SPROCKET BOLT AND USED MACHINE TO WRAP TRACKS.
LOCATED MASTER LINK BOLTS AND PADS. INSTALLED PAD
AND BOLTS. TORQUED TO SPEC PLUS ADDITIONAL 120
DEG TURN. MARKED BOLTS. REPEATED PROCESS ON THE
OTHER SIDE. CHECKED OIL LEVEL WITHN ROLLER FRAME.
TOPPED OFF OIL. PUMPED TRACKS OUT. MARKED BOLTS
FOR COVERS.

7	5P8249	WASHER HARD	2.06	14.42
7	6T1140	BOLT	4.73	33.11
4	6V1723 .	BOLT	5.10	20.40
4	7G6442	NUT	1.87	7.48
1	8T9576	CAT TDTO 50WT 5GA	95.71	95.71
1	329-8	INSERT	20.00	20.00
		Total Parts 02		191.12
		Flat Rate Labor 02		1,032.00
		Total Segment 02		1,223.12

SEG 03
REMOVE & INSTALL TRACK ROLLER
5424 - 9/6/22 - REMOVED LH SIDE #7 ROLLER, AND RH
SIDE #5 ROLLER

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Service Invoice

Invoice Number	Invoice Date
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Customer Number	**Branch**
901240	Augusta

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Drawers CS 198757
Atlanta, GA 30384-8757

Sold To:

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA GA 30911-4406

Ship To:

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
~~P436168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

5424 - 9/7/22 - REMOVED ALL ROLLERS LISTED FOR REMOVAL, HAD TO SET UP 3/4 TORQUE GUN, INSTALLED ALL ROLLERS ON RH SIDE EXCEPT #2, SET UP TO INSTALL TOMORROW, TORQUED ALL BOLTS TO CAT SPEC, 550 +- 50 FT LBS
5424 - 9/9/22 - BEGAN INSTALLING LH SIDE ROLLERS, FOUND MULTIPLE BROKEN BOLTS, ON # 2, #4, AND #7 ROLLERS, MANAGED TO REMOVE BROKEN BOLT FROM #7, BUT NO OTHERS, ORDERED NEW BOLTS
5424 - BROUGHT PUSH ARMS IN, INSTALLED PUSH ARMS, TORQUED TO SPEC, INSTALLED BLADE, TORQUED LIFT CYLINDER BOLTS TO SPEC
— 4346 LOOSEN UP ALL THE BOLTS FROM THE NEW ROLLERS INSTALLED. PUT ANTI-SIEZE ON THE BOLTS AND TIGHTEN THE ABUTMENT SIDE FIRST. TIGHTEN THE OTHER SIDE OF THE ROLLER CAP. TORQUED ABUTMENT SIDE FIRST TO SPEC AND TIGHTEN THE OTHER SIDE OF THE CAP. REPEATED PROCESS ON ALL ROLLERS. USED CRANE TO INSTALL CARRIER ROLLERS AND TORQUED TO SPEC.

36	5P8249	WASHER HARD	2.06	74.16
36	6T1140	BOLT	4.73	170.28
8	9X8399	WASHER	4.90	39.20
9	2460775	ROLLER GP SF	783.55	7,051.95
		Total Parts 03		7,335.59
		Flat Rate Labor 03		1,032.00
		Total Segment 03		8,367.59

SEG 04
REPLACE BOGIE PAD/AIR SPRING
COMPLAINT :
CAUSE :

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

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Atlanta, GA 30384-8757

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AUGUSTA GA 30911-4406

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
~~P436168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			RESULTANT DAMAGE : CORRECTION : 5424 9/1- INSPECTED BOGIE PADS AND FOUND NO DEFECTS.		
			Total Labor 04		129.00
			Total Segment 04		129.00
			SEG 05 REPLACE SPROCKET SEGMENT 5424 - 9/13/22 - REMOVED PACKED IN DEBRIS ON RH AND LH SIDE SPROCKETS, REMOVED SPROCKET SEGMENTS, CLEANED SURFACES, INSTALLED SPROCKET SEGMENTS, TORQUED LH SIDE TO CAT SPEC OF INITIAL TORQUE OF 221 +/- 22 LB FT, BEGAN TORQUING RH SIDE 5424 - 9/14/22 - FOUND TO BE 1 WASHER SHORT ON THE LH SIDE, ORDERED NEW WASHER, CHECKED TORQUE ON ALL BOLTS, TURNED ALL NUTS 120 DEGREES OR 1/3 TURN AS PER SIS		
70		5P7665	BOLT	2.47	172.90
71		6V5841	WASHER-HARD	1.76	124.96
70		7H3608	NUT	2.32	162.40
10		3145462	SEGMENT-SPRO	168.50	1,685.00
2		1U5517	3" DISC (59361)	2.38	4.76
			Total Parts 05		2,150.02
			Total Labor 05		774.00
			Total Segment 05		2,924.02
			SEG 06 REPLACE TR PIN& BSHG (S&L) 3825- WASHED BOTH TRACKS THEN REMOVED THE SHOES ON		

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

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~~P436168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			THE TRACK BED. ONCE REMOVED I THEN DURG THE RAILS INTO THE PRESS AND PRESSED ALL OF THE COMPONENTS APART. I REPLACED ALL OF THE PINS AND BUSHINGS AND CLEANED ALL OF THE LINKS THOROUGHLY. I THEN REPLACED THE THRUST RINGS AND FACE SEALS. ONCE THE PREP WAS DONE I THEN PRESSED THE TRACKS BACK TOGETHER, OILING AND SWEDGING THEM AS I WENT. I THEN DRUG THE RAILS BACK AND PLACED THE SHOES BACK ON THEM. I REPLACED THE HARDWARE AS NEEDED AND TIGHTENED AND TORQUED THE SHOES DOWN TO 450LBS PLUS A THIRD TURN. I THEN DRUG THE TRACKS OUT WRAPPED THEM UP AND SHIPPED TO AUGUSTA.		
2			5Y2373 BUSHING G	3,284.41	6,568.82
344			6V1723 BOLT	5.10	1,754.40
(280)			6V1723 BOLT	5.10	(1,428.00)
4			6V1724 BOLT	5.69	22.76
4			6V1725 BOLT	7.71	30.84
88			6Y0473 PLUG	0.24	21.12
2			6Y1081 RING G	450.21	900.42
344			7G6442 NUT	1.87	643.28
(100)			7G6442 NUT	1.87	(187.00)
88			9G1642 STOPPER	0.46	40.48
1			9W9675 RING G	91.60	91.60
44			3602308 RING-THRUST	5.43	238.92
132			3602308 RING-THRUST	5.43	716.76
88			4606952 PIN-TRACK	44.90	3,951.20
1			4606952 PIN-TRACK	44.90	44.90
1			6052194 WIPER	10.85	10.85
12			PYSFR11 AEROSOL CLEANER	4.44	53.28
1			6062XL NITRILE GLOVES-XL	32.99	32.99
1			1540591 GASKET SEAL	30.93	30.93
			Total Parts 06		13,538.55

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Service Invoice

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For Questions, please contact:
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Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
~~P436188~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			Flat Rate Labor 06		6,837.00
			Total Segment 06		20,375.55

SEG 07
REPLACE LIGHT(S)
5424 - 9/8/22 - REPAIRED LH SIDE LIGHTS AND
BRACKET, WAITING UNTIL CYLINDERS ARE BACK TO
INSTALL .
5424 - 10/5/22 - PUT NEW LIGHTS AND BRACKETS
TOGETHER, INSTALLED ON MACHINE, TORQUED TO SPEC
---- 4346 FRONT CYLINDER LIGHTS WERE NOT WORKING
AFTER BEING REPLACED. REMOVED HARNESS AND CHECKED
TO SEE IF POWER WAS GETTING TO THE LIGHTS. NO
POWER WAS BEING SUPPLIED. CHECKED FUSES AND FOUND
A BAD FUSE. REPLACED 15A FUSE AND CYLINDER LIGHTS
ARE WORKING NOW. NOTICED BACK LIGHTS WERE NOT ON
WHEN LIGHT SWITCH WAS ENGAGED. LIGHTS WERE GETTING
POWER. CHECKED BULBS. BOTH BULBS WERE BLOWN.
REPLACED BOTH BULBS. ALL LIGHTS ARE WORKING NOW.

4	3E9860	NUT	2.02	8.08
4	5M3062	BOLT	0.53	2.12
16	5P1075	WASHER	0.73	11.68
4	5P2955	BOLT	0.94	3.76
16	6V8801	NUT	0.37	5.92
10	7K1181	STRAP-CABLE	0.47	4.70
8	8T4224	WASHER	0.44	3.52
4	8T4896	WASHER	0.45	1.80
8	9W4361	MOUNT	16.59	132.72
4	1118314	BRKT AS	44.38	177.52
1	1552270	PLUG KIT	5.31	5.31
3	2275978	LAMP GP-FLOO	121.38	364.14
2	3519918	LAMP-HALOGEN	10.07	20.14
2	3652366	GUARD AS	524.50	1,049.00
2	3680621	BRACKET	252.77	505.54

YANCEY CAT

Yancey Bros. Co.
Credit Department
259 Lee Industrial Blvd,
Austell, GA 30168 7437

Service Invoice

Invoice Number	Invoice Date
EMSI1957627	10/27/2022
Customer Number	**Branch**
901240	Augusta

Remit To:
YANCEY BROS. CO.
Drawers CS 198757
Atlanta, GA 30384-8757

Sold To:

AUGUSTA, GEORGIA
530 GREENE ST
PURCHASING DEPT ROOM 105
AUGUSTA GA 30911-4406

Ship To:

For Questions, please contact:
Karol Evans 678-945-2664
Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
P4438168	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
1		4215567	BRACKET AS-R	126.73	126.73
1		4215568	BRACKET AS-L	126.73	126.73
2		5395528	LAMP GP-FLOO	420.92	841.84
			Total Parts 07		3,391.25
			Flat Rate Labor 07		936.00
			Total Segment 07		4,327.25
SEG 08					
REPLACE FENDER					
5424 - 9/1/22 - REMOVED DEBRIS FROM OLD TREAD,					
REMOVED OLD BOLTS, CLEANED SURFACE, INSTALLED NEW					
TREAD, TIGHTENED TO SPEC					
9		8C8585	BOLT HEX	3.40	30.60
1		3401461	TREAD-RH	478.42	478.42
			Total Parts 08		509.02
			Total Labor 08		624.00
			Total Segment 08		1,133.02
SEG 09					
REPLACE WINDOW GLASS					
NOVUS CAME OUT TO REPAIR BROKEN GLASS.					
14		5P6605	M-SEAL STK	18.52	259.28
1		3897520	GLASS AS-FRO	258.27	258.27
1		3897521	GLASS AS-DOO	499.43	499.43
1		3897522	GLASS AS-DOO	499.43	499.43
2		3897523	GLASS AS-SID	515.07	1,030.14
			Total Parts 09		2,546.55

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~~P436168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			Total Labor 09		70.20
1			MISC GLASS INSTALLATION	862.50	862.50
1			MISC EXPEDITING CHG	31.16	31.16
			Total Miscellaneous 09		893.66
			Total Segment 09		3,510.41

SEG 10
REPLACE WINDSHIELD WIPER
COMPLAINT: INSTALL NEW WIPER ARMS AND BLADES
CAUSE: WORN WIPERS
RESULTING DAMAGE: WIPERS NO LONGER CLEAN
CORRECTION: 5424 - 10/5/22 - REMOVED OLD WIPER ARMS, FOUND TO BE MISSING SOME NUTS, ORDERED NEW NUTS, INSTALLED NEW WIPER ARMS AND BLADES

6		5C7261	NUT	0.27	1.62
1		6V5849	BLADE A	25.25	25.25
4		1285040	BLADE A	23.82	95.28
2		2225374	ARM GP-WIPER	33.66	67.32
2		2225378	ARM GP-WIPER	33.66	67.32
1		4378272	BLADE AS-WIP	39.18	39.18
			Total Parts 10		295.97
			Total Labor 10		624.00
			Total Segment 10		919.97

SEG 11
REPLACE HANDHOLD
COMPLAINT: DOOR HANDLE INOP
CAUSE: N/A
RESULTANT DAMAGE: DOOR ASSEMBLY INOP

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~~P436166~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

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	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
CORRECTION: REPLACED DOOR ASSEMBLY, WRONG BOLTS WERE ORDERED, ORDERED NEW BOLTS, WRONG HANDLES WERE ORDERED (335-6263), HAVE TO FIND CORRECT HANDLES DRILLED OUT BROKEN BOLTS AND TAPPED BOLT HOLES ON RH SIDE OF MACHINE. INSTALLED NEW HANDRAIL,BOLTS, AND WASHERS.TIGHTEN AND MARKED BOLTS.					
2	3W3896		GRAB HANDLE	110.00	220.00
4	5P1076		WASHER	1.67	6.68
2	7X7729		WASHER	1.03	2.06
2	8T4137		BOLT	0.59	1.18
4	8T4139		BOLT	1.27	5.08
1	3662271		DOOR AS	306.10	306.10
			Total Parts 11		541.10
			Total Labor 11		546.00
			Total Segment 11		1,087.10
SEG 12					
REMOVE & INSTALL LIFT/HOIST CYLINDER 5424 - 9/6/22 - REMOVED RODS FROM BLADE OF MACHINE, BEGAN REMOVING LIGHT BRACKETS AND WIRING HARNESES FROM TOP OF LIFT CYLINDERS 5424 - 9/9/22 - REMOVED HYDRAULIC LINES, REMOVED BOTH LH AND RH SIDE CYLINDERS, SET ON AND STRAPPED TO PALLET TO SEND TO ALBANY SPEC SHOP, HAD TO FIND OTHER SEAL KIT, ONLY ONE WAS PULLED, GOT SEAL KIT GOING TO ALBANY AS WELL ---- 4346 09/30/2022 RETRIEVED PALLET AND PLACED INSIDE. CONNECTED MOUNTING PLATES TO CYLINDER. LIFTED CYLINDER ONTO MACHINE MOUNTS. TIGHTEN BOLTS DOWN AND TORUQED TO SPEC. REPEATED PROCESS ON OTHER SIDE.					

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~~P486168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
5			7K1181 STRAP-CABLE	0.47	2.35
9			3145168 CAT HYDO ADV BULK	18.23	164.07
			Total Parts 12		166.42
			Total Labor 12		1,466.40
			Total Segment 12		1,632.82

SEG 13
RECONDITION/ REBUILD LIFT/HOIST CYLINDER
BOTH LIFT CYLINDERS # 250-5861 WERE LEAKING AROUND THE RODS. BOTH RODS WERE BENT - SCRATCHED - DENTED. STEAM CLEANED AND DISASSEMBLED BOTH CYLINDERS. THE MACHINE SHOP/WELDING SHOP MADE TWO NEW RODS. HYD SHOP LIGHT HONED BARRELS AND REMOVED OLD SEALS. BEAD BLASTED BOTH HEADS TO REMOVE RUST AND DEBRIS. CLEANED/INSPECTED ALL PARTS AND REMOVED TRUNNION BUSHINGS. INSTALLED NEW SEAL KITS # 319-3557 IN HEADS/PISTONS. ASSEMBLED CYLINDERS AND PRESSURE TESTED THEM @ 3000 PSI. BLEW PROJECTILES THROUGH STEEL LINES AND ATTACHED THEM. PRESSED NEW TRUNNION BUSHINGS ON CYLINDERS. REMOVED TRUNNION BUSHINGS FROM MOUNTING CAPS AND PRESSED IN NEW BUSHINGS. CLEANED/PAINTED BOTH CYLINDERS AND MOUNTING CAPS.
FABRICATED 2 RODS PER SAMPLE 3.000" X 61.875"
4865 - 9/24/22
(2 - RODS)
TRANSPORTED ROD AND EYE TO WELD BAY. TAPED END OF ROD TO PREVENT DAMAGE FROM SPLATTER. FITTED EYE TO ROD AND TACKED IN PLACE. TIG WELDED A ROOT AND TWO HOT PASSES. USED MIG TO FILL UP THE REMAINDER OF THE BEVEL.
REMOVED TAPE AND TAPE RESIDUE. DELIVERED

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~~P498168~~	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

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	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
ROD TO HYDRAULIC SHOP.					
1		1U9939	BRUSH END	12.13	12.13
2		2S4078	SEAL-O-RING	2.53	5.06
2		4J0520	SEAL-O-RING	2.49	4.98
2		4K1388	SEAL-O-RING	2.14	4.28
2		5K9090	SEAL-O-RING	1.64	3.28
4		6E1108	BEARING	33.62	134.48
2		6V8400	SEAL-O-RING	1.82	3.64
4		1041844	BEARING	69.14	276.56
2		3193557	KIT-SEAL-H.C	163.59	327.18
1		4589586	GLOSS BLACK PAINT	13.32	13.32
4		PYSFR11	AEROSOL CLEANER	4.44	17.76
125		3.000	IHCP ROD	7.40	925.00
			Total Parts 13		1,727.67
			Total Labor 13		3,481.95
			Total Segment 13		5,209.62

SEG 14
TROUBLESHOOT PIVOT SHAFT RETAINER
COMPLAINT : PIVOT SHAFT LOW ON OIL
CAUSE : RIGHT PIVOT SHAFT SEAL
RESULTANT DAMAGE : LOSS OF OIL
CORRECTION :
5424 9/1- FOUND EXCESSIVE DEBRIS AROUND EQ BAR AND PIVOT SHAFT. CLEANED DEBRIS AND CUT METAL CABLES TO INSPECT. FOUND EQ BAR OK. FOUND RIGHT PIVOT SHAFT SEAL LEAKING. JAMIE GETTING WITH CUSTOMER.

Total Labor 14	156.00
Total Segment 14	156.00

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QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

SEG 15
REMOVE TRACK ROLLER
COMPLAINT : REMOVED ROLLER FRAME
CAUSE : NEEDS RESEALING
RESULTANT DAMAGE :
CORRECTION :
—- 4346 REMOVED TILT CYLINDER PINS AND BOLTS.
USED DOUBLE END HOOK CHAIN TO CHAIN CYLINDER TO
BLADE. CLEANED ARE AROUND PIN. REMOVED PUSH ARM
BOLTS FROM THE ARMS. REMOVED PIN HOLDING PUSH ARMS
TO BLADE. REMOVED RIGHT SIDE PUSH ARM. LOWERED ON
TO BLOCKS AND PLACED OUTSIDE BAY DOOR. REMOVED
TRUNNION BOLTS AND TRUNNION. REMOVED PLUG AND
O-RING SEAL PLATE. REMOVED PIVOT SHAFT THRUST RING
AND PLATE. AFTER TECH FINISHED REMOVED EQ BAR
BOLTS. I WENT THROUGH AND REMOVED EQ PIN CONNECTED
TO THE ROLLER FRAME. REMOVED ROLLER FRAME
COMPLETELY. NOTICED THAT THE MOUNTING BOLTS BEHIND
THE ROLLER FRAME WERE ALL MISSING OR BROKEN OFF.
5424 - 9/23/22 - ASSISSTED ENIOR TECH IN CLEANING
DEBRIS FROM ROLLER FRAME, REMOVING LH SIDE PUSH
ARM, CLEANING AREA AROUND LH SIDE ROLLER FRAME,
AND REMOVING LH SIDE TRUNION BALL.
WASHED MULTIPLE PARTS IN WASH BAY, REMOVED PUSH
ARM PIN, REMOVED EQUALIZER BAR BOLTS
—- 4346 09/26/2022 REMOVED PUSH ARMS BOLTS FROM
ROLLER
FRAME TRUNNION. HAD TO CUT ONE BOLT OUT. REMOVED
PIN HOLDING PUSH ARM TO BLADE. REMOVED PUSH ARM
COMPLETELY. REPEATED SAME PROCESS ON THE OTHER
SIDE. REMOVED STABILIZER BAR FROM MACHINE. PICKED
ENTIRE BLADE AND PLACED A COUPLE FEET IN FRONT OF
BLADE TO REMOVED TRACK ADJUSTERS. REMOVED TRUNNION
FROM RIGHT SIDE OF MACHINE. REMOVED O-RING PLATE

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P436168	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

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QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

AND BOLT FROM RH ROLLER FRAME. REMOVED DEBRIS FROM AROUND FINAL TO SEE BEHIND ROLLER FRAME. ALL EXTERIOR MOUNTING BOLTS WERE MISSING FROM ROLLER FRAME. REMOVED PIVOT SHAFT COVER BOLTS. CONNECTED CRANE TO RH ROLLER FRAME. REMOVED EQ PIN AND BOLTS . DRAINED ROLLER FRAME AND REMOVED FROM MACHINE. PLACED RH ROLLER FRAME ON BLOCKS. USED HYDRAULIC RAM TO PUSH TRACK ADJUSTER FROM ROLLER FRAME. REMOVED TRACK ADJUSTERS AND PLACE ON BLOCKS.
---- 4346 10/04/2022 AFTER REPAIRS WERE MADE, REINSTALLED ROLLER FRAME TO MACHINE. TIGHTEN DOWN MOUNTING BOLTS TO BOLT SPEC OF 90 FT-LBS. INSTALLED PIVOT SHAFT MOUNTING BOLTS. TORQUED TO SPEC. INSTALLED EQ BAR PIN AND TIGHTEN DOWN THE BOLTS AND NUTS. TORQUED TO SPEC AND MARKED BOLTS. PLACED TRUNNION ON ROLLER FRAME AND TORUQED BOLTS DONW. MARKED ALL HARWARE IN THE PROCESS. INSTALLED PUSH ARMS TO TO ROLLER FRAME WITH NEW HARDWARE, USED TORQUED GUN TO TORQUED PUSH ARM BOLTS DOWN. INSTALLED BLADE TO PUSH ARM. INSTALLED PINS AND HOLD DOWN PLATES. TORQED BOLTS TO HOLD DOWN PLATES.
---- 4346 INSTALLED BLADE BRACE AND TILT CYLINDER BACK TO PUSH ARMS. TORQUED PIN HOLD DOWN PLATES TO SPEC.

Flat Rate Labor 15 — 2,580.00

Total Segment 15 — 2,580.00

SEG 16
REMOVE FASTENERS, CONN & HARDWR
COMPLAINT: TWO BROKEN BOLTS IN BOGIE ROLLERS
CAUSE: BOLTS BACKED OUT

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QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
			RESULTANT DAMAGE: BROKEN BOLTS CORRECTION: 09/30/22 DF5017 BUILT UP SPOT IN THE CENTER OF BOTH BROKEN BOLT PLACED SCRAP NUT OVER BUILT UP PLACE WELDED NUT TO BROKEN BOLT EXTRACTED BROKEN BOLT. NOT DAMAGE TO THREADS READY FOR NEW FASTENERS.		
			Total Labor 16		312.00
1			MISC WELD SUPPLIES	50.00	50.00
			Total Miscellaneous 16		50.00
			Total Segment 16		362.00
			SEG 18 TOW MACHINE COMPLAINT : CAUSE : RESULTANT DAMAGE : CORRECTION :		
1			MISC HAUL MACHINE TO 01	3,747.77	3,747.77
			Total Miscellaneous 18		3,747.77
			Total Segment 18		3,747.77
			SEG A1 REPLACE GASKET/RESEAL ROLLER FRAME PIVOT SHAFT COMPLAINT : RESEAL ROLLER FRAME PIVOT SHAFFT CAUSE : BOLTS WERE MISSING ON THE ROLLER FRAME TO PIVOT SHAFT COVER. RESULTANT DAMAGE : PIVOT SHAFT LEAKS.		

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QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION

CORRECTION :
---- 4346 AFTER REMOVING ROLLER FRAME NOTICE THAT THE PIVOT SHAFT SEAL WAS CRUSHED AND FRAME SIDE ROLLER FRAME BEARING HAD BEEN REMOVED FROM THE ROLLER FRAME CRUSHED AND STRETCHED ALL WHILE INSIDE THE PIVOT SHAFT COVER. DID NOT SEE ANY DAMAGES TO THE PIVOT SHAFT. CLEANED SURFACES ON PIVOT SHAFT AND FRAME SIDE OF ROLLER FRAME. CLEANED PIVOT SHAFT COVER USING BUFFING WHEELS AND PADS. FOUND TRASH INSIDE ROLLER FRAME PIVOT SHAFT SIDE. CLEANED INSIDE ROLLER FRAME. REMOVED ALL SEALS FROM ROLLER FRAME. INSTALLED NEW SEALS WITH LITHIUM GREASE. CLEANED ALL SURFACES WHERE O-RINGS WOULD SEAL AT. REMOVED PIVOT SHAFT COVER BEARINGS AND REPLACED WITH NEW ONE AFTER CLEANING AREA WITH BUFFING WHEEL. REFILLED ROLLER FRAME AND PIVOT SHAFT RESERVOIR. REFILLED PIVOT SHAFT ON ROLLER FRAME UNTILL OIL WAS VISIBLE. LET SIT OVER THE WEEKEND. DID NOT FIND NO LEAKS.
09/30/22 DF5017 CLEANED HOLE WHERE THREADED INSERT WILL BE. PUT THREADED INSERT INTO PROPPER DEPTH TACKED IN PLACE USING TIG WELDING PROCESS.

2	2D1690	SEAL	10.23	20.46
4	2K4472	O RING	6.74	26.96
4	3E9850	BOLT	52.77	211.08
1	3T4243	BEARING	117.92	117.92
2	5L4751	RING-RETAINI	25.41	50.82
1	5P5374	SEAL	9.91	9.91
1	6V3263	SEAL	11.84	11.84
1	7T1151	SEAL	452.13	452.13
8	8C4436	BOLT	1.34	10.72
8	8T4176	BOLT	3.54	28.32
16	8T4223	WASHER	0.94	15.04
12	9W7602	SHIM	4.22	50.64

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Karol_Evans@yanceybros.com

CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PSO/WO NO.	DOC. DATE	PC	LC	MC
P436168	01	G	Jamie Brantley 392	2	1A03863	08/22/2022	10	10	10

SHIP VIA	INV SEQ NO.	MAKE	MODEL	SERIAL NO.	EQUIPMENT NO.	METER READ	MACH. ID
	3252055	AA	D8T	0MLN01622	212233	4395	UP10137

QUANTITY	ITEM	NR	DESCRIPTION	UNIT PRICE	EXTENSION
2		9X7505	SEAL AS	216.93	433.86
4		9X8258	WASHER	6.06	24.24
4		1956283	NUT-SQUARE	5.01	20.04
1		2545327	WHEEL-FLAP	15.37	15.37
			Total Parts A1		1,499.35
			Flat Rate Labor A1		2,322.00
			Total Segment A1		3,821.35

SEG A2
REPLACE GASKET/RESEAL TRACK ADJUSTER
COMPLAINT : RESEAL TRACK ADJUSTER
CAUSE : SEALS WERE BADLY DAMAGED
RESULTANT DAMAGE : COULD LEAD TO LEAKS IN THE FUTURE
CORRECTION :
— 4346 09/27/2022 AFTER REMOVING TRACK AJUSTERS FROM ROLLER FRAMES. REMOVED ALL BEARINGS, SEALS, AND GASKETS. INSTALLED RETAINING COMPOUND ON SEALS. REPEATED SAME PROCESS ON LH SIDE ROLLER FRAME.
— 4346 09/29/2022 AFTER INSTALLED NEW SEALS. LATHERED THE TRACK ADJUSTER WITH OIL FOR BETTER INSTALLATION. INSTALLED TRACK ADJUSTER.

1		BLU105	PIG BLUE ABS LT-WT	64.80	64.80
2		3S1223	SEAL-O-RING	7.80	15.60
2		3T5898	RING	132.92	265.84
2		7G7379	BEARING	225.84	451.68
2		9W3301	RING	62.20	124.40
2		9X4584	SEAL A	363.55	727.10
7		8T9576	CAT TDTO 50WT 5GA	95.71	669.97
3		PYSFR11	AEROSOL CLEANER	4.44	13.32
1		135514	LOCTITE 620 RET CO	40.32	40.32

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, PhD, P.E., Director
Oscar P. Flite III, Ph.D. Assoc. Dir. Stormwater and Env. Svcs.

MEMORANDUM

To: Dr. Hameed Malik, PhD, PE - Director
From: Dr. Oscar P. Flite III, Ph.D. – Associate Director Stormwater and Env. Services

Date: 1/29/2023

Subject: Emergency Procurement – Two-way radios

Augusta Landfill Operations is in emergency need of 20 handheld radios for safe operation of the project. Not all our employees on the active working face of the landfill have radios for two-way communication. With heavy equipment, especially in wet conditions as we have had recently, this environment is dangerous for our employees and customers. Last month, we had an incident that involved a vehicle on fire, the driver did not have a radio so others could not communicate with him. This issue is of utmost concern so I would like to request an emergency purchase of 20 radios of compatible style as the landfill is using now.

Procurement of the radios is paramount to safely operating the landfill for our employees and customers.

c.c.
file

Augusta Communications
Phone: (706) 855-0404
Fax: (706) 855-2878
113 Cherry Street
Augusta, GA 30907
www.augustacommunications.com

AUGUSTA COMMUNICATIONS
MOTOROLA SOLUTIONS

No.: **16111**
Date: 12/9/2022

Prepared for:
John Balkcum (706) 592-3256
Augusta Richmond County Solid Waste
4330 Deans Bridge Rd
Blythe, GA 30805 USA

Prepared by: Ansley Oldham
Account No.: 10528
Phone: (706) 592-3200

Quantity	Item ID	Description	UOM	Sell	Total
20	AAH56RDN9WA1AN CD	XPR 7550E UHF CAPABLE RADIO DEMO/REFURBISHED MODEL w New battery, 6 month warr and charger	EA	$650.00	$13,000.00

Your Price: **$13,000.00**

Total: **$13,000.00**

Prices are firm until 1/8/2023 Terms: Net 30

Prepared by: Ansley Oldham, ansley@augustacommunications.com **Date:** 12/9/2022

to be picked up
emailed 12/09/22

Accepted by: _____ **Printed Name:** _____ **Date:** _____

Emergency request for a landfill-specific hydroseeder for Augusta Landfill

Augusta Engineering and Environmental Services Department is in need of a landfill hydroseeder to stabilize vegetation on the entire landfill site. This need is an emergency response in an effort to remain within compliance with the stormwater discharge permit with the State of Georgia. The site was exceeding permit limits for turbidity before Augusta Engineering and Environmental Services Department was consolidated. Turbidity exceedances resulted from no erosion and sedimentation control practices on vast portions of the site (borrow pit, closed Phase 2 cells, temporary covered areas of active cell) and no long-term plan to proactively manage vegetation (overseeding) on closed phase areas of the site. In addition to noncompliance, lack of a long-term, proactive erosion and sedimentation control plan, that includes vegetation for stabilization, results in considerable revenue loss to the department in the form of reactive efforts to clean up sediment from detention ponds and stormwater after major rain events and to repeatedly restabilize outside slopes of the active landfill that have no vegetative stabilization once covered but within the 3 month compliance requirement. Augusta Engineering and Environmental Services Department is in need of the landfill specific hydroseeder (Finn LF-120) on an emergency basis to remain within permit compliance and to reduce costs associated with reactive erosion and sedimentation issues.

FINN Landfill Solutions®

Landfill Machine | Model LF120

LF120 Landfill Machine Straight Pull Trailer

The FINN LF120 Landfill Machine is a real workhorse with a 1,000 gallon working tank capacity. FINN developed HydroSeeder® technology in 1953. We've been the industry leader in quality and innovation ever since. With the FINN LF120, you don't have to settle for less than proven FINN quality to tackle a wide range of highly demanding hydroseeding applications.

Power To Spare.

The LF120 provides muscle with a rugged and dependable 35.1 hp, 3 cylinder water cooled Yanmar Tier 4Final diesel engine. The LF120 Landfill Machine covers up to 1/5 of an acre with one full tank. Tower discharge distance reaches up to 180 feet for greater slurry application and efficient coverage. In addition, the LF120 is equipped with full deck railing and plenty of storage capacity to carry extra materials.

Positive Control.

The FINN LF120 Landfill Machine features a heavy-duty agitator driven by a variable speed, reversible hydraulic motor. The agitator and pump are independently driven, allowing for complete mixing of the slurry without pump operation, and FINN's direct drive clutch and pump assembly are specifically designed to optimize horsepower efficiency and maximize pump performance.

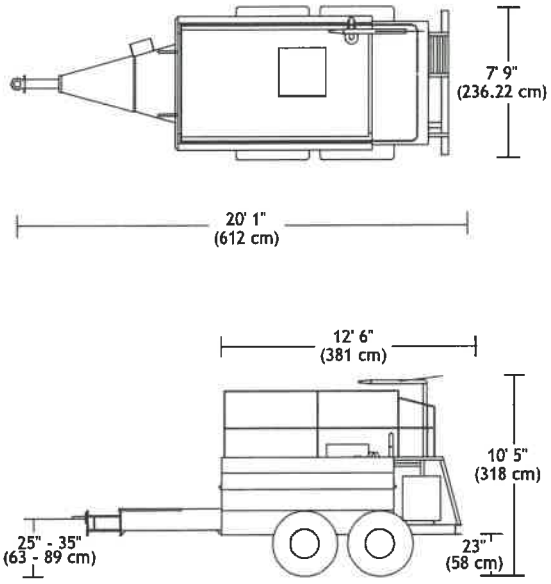
Other features include independent rubber torsion suspension axles and a direct drive clutch with an adjustable external wear plate.

As the world leader for over 80 years in the design and manufacture of innovative, quality equipment for the green industry, and as the inventor of the HydroSeeder, FINN Corporation is committed to your complete satisfaction.

FINN Landfill Solutions

Landfill Machine | Model LF120

LF120 STRAIGHT PULL TRAILER



FINN MODEL LF120 TECHNICAL SPECIFICATIONS

POWER	Yanmar 3TNV88C-DYEM, 35.1 hp (26.2 kw) 3-cylinder water cooled diesel engine, Tier 4Final. 1.642L
ENGINE SAFETY SYSTEM	Low oil pressure, electronic engine control and monitoring
TANK SIZE	1,180 gallon (4,468 liter) liquid capacity, 1,000 gallon (3,785 liter) working capacity
FUEL TANK CAPACITY	13.5 gallon (51.1 liter)
PUMP	Centrifugal 4" x 2" (10 cm x 5 cm) 170 gpm @ 100 psi, (646 lpm @ 7 kg/cm2), 3/4" (1.9 cm) solid clearance, external adjustment
PUMP DRIVE	Direct drive with over center clutch, pump drive is independent of agitator operation
AGITATION	Mechanical paddle agitation and liquid recirculation
AGITATOR DRIVE	Reversible, variable speed hydraulic motor drive (0-100 rpm)
DISCHARGE DISTANCE	Up to 180 feet (55 m) from end of discharge tower
MAX. MATERIAL CAPACITY	3,200 lbs. (1,450 kg) granular solids, 500 lbs. (225 kg) fiber mulch
NOZZLES	(1) narrow fan, (1) wide fan, (2) long distance
EMPTY WEIGHT	6,660 lbs. (3,021 kg)
WORKING WEIGHT*	18,377 lbs. (8,336 kg)
TIRES	Hi flotation agricultural 16.5L -16.1 SL tubeless with wide tread design and large footprint
TRAILER AXLES	High clearance heavy duty tandem 10,000 lbs. (4,545 kg) rubber torsion

*Working weights are approximate and do not include options or stored materials. Working weights assume maximum tank liquid capacity and maximum granular solids material capacity.

FINN Corporation has a policy of continuous product improvement, and reserves the right to change design and specifications without notice.

HydroSeeder® and the FINN Design® Logo are registered trademarks of FINN Corporation.

FINN Landfill Solutions
9281 LeSaint Drive • Fairfield, OH 45014-5457
Toll Free 800.543.7166 / 513.874.2818
FINNcorp.com

FINN CORPORATION 4/2016

Quote Id: 28032794

Prepared For:

AUGUSTA RICHMOND CNTY LANDFILL

DOBBS EQUIPMENT

Prepared By: **RICHARD ELLIOTT**

Dobbs Equipment
1900 William Few Parkway
Grovetown, GA 30813

Tel: 706-855-5440
Fax: 706-855-5447
Email: richard.elliott@dobbsequipment.com

Date: 09 January 2023

Offer Expires: 31 January 2023

Quote Summary

Prepared For:

AUGUSTA RICHMOND CNTY LANDFILL
4330 DEANS BRIDGE RD
BLYTHE, GA 30805
Business: 706-592-3200

Prepared By:

RICHARD ELLIOTT
Dobbs Equipment
1900 William Few Parkway
Grovetown, GA 30813
Phone: 706-855-5440
richard.elliott@dobbsequipment.com

Quote Id:	28032794
Created On:	09 January 2023
Last Modified On:	09 January 2023
Expiration Date:	31 January 2023

Equipment Summary	Selling Price		Qty		Extended
2023 FINN LF120 - 1	$ 114,606.00	X	1	=	$ 114,606.00
Equipment Total					**$ 114,606.00**

Quote Summary	
Equipment Total	$ 114,606.00
SubTotal	$ 114,606.00
Total	$ 114,606.00
Balance Due	**$ 114,606.00**

Salesperson : X _____

Accepted By : X _____

Commission Meeting

February 21, 2023

Engineering Services for Streambank Stabilization Design, Permitting and Construction – RFP 19-152
File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Hameed Malik, Director
Caption:	Approve Supplement funding (SA1) to Pond Company (Pond) in the amount of $22,884.40 for Sandpiper Lane and Morningside Drive Streambank Stabilization Construction Phase Services. Requested by Engineering / RFP 19-152.
Background:	Streambank erosion and failure are noted county-wide, and it has a negative impact on adjacent properties. The objective of Stream Bank Restoration and Improvements project in areas experiencing localized property damages is to implement control measures and improvements that mitigate the failing banks conditions in these areas and restore these banks in an ecofriendly manner. On May 8, 2019 Commission approved award of Streambank Stabilization Design, Permitting and Construction Engineering Services Agreement to three qualified firms including Pond & Company. Pond designed and got permitted Sandpiper Lane and Morningside Drive tributary bank restoration & stabilization improvements. This project is under construction and design firm oversight during construction is critical to ensure work is performed per design & regulatory permit specifications. .
Analysis:	The project is now in construction. This supplemental agreement covers services during construction phase for contractor request for field information, field engineering, and periodic site work inspection to ensure constructed improvements compliance with regulatory permit. .
Financial Impact:	Funds available in amount of $22,884.40 available in Engineering Stormwater Program.

Alternatives:	No alternate proposed
Recommendation:	Approve Supplement funding (SA1) to Pond Company (Pond) in the amount of $22,884.40 for Sandpiper Lane and Morningside Drive Streambank Stabilization Construction Phase Services. Requested by Engineering / RFP 19-152.
Funds are available in the following accounts:	($22,884.40) 581044320-52.11120 - Stormwater Utility Funds
REVIEWED AND APPROVED BY:	HM/SR

AUGUSTA-RICHMOND COUNTY
AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**581-044320-5211120**
Supplemental Agreement Number:	**4**
Purchase Order Number:	**19ENG808**

WHEREAS, We, **Pond & Company Consultant,** entered into a contract with Augusta-Richmond County on September 3, 2019, for Engineering Design Services for associated with the **Stormwater Utility Fee Implementation** Project No. N/A, File Reference No. 09-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

To implement control measures and improvements that mitigate the failing banks conditions in the areas and restore these banks in an ecofriendly manner

It is agreed that as a result of the above described modification the contract amount is increased by **$22,884.40** from **$359,018.72** to a new total of **$381,903.12.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Pond & Company**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

_____
Honorable Garnett L. Johnson, Mayor

Approved: Date _____

ATTEST:

_____

Title: _____

POND & COMPANY

_____

Approved: Date _____
[ATTACHED CORPORATE SEAL]
ATTEST:

_____

Title: _____

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092
T: 678.336.7740 | F: 678.336.7744
www.pondco.com

December 20, 2022

Hameed Malik, Ph.D, P.E
Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Re: Morningside / Sandpiper – Supplemental Services

Dear Dr. Malik:

Pond is proposing the supplemental services described below for the Sandpiper and Morningside projects

Task 1 – Sandpiper, Project Extension

- Prepare conceptual design plan depicting location and typical section for bank stabilization of specific "problem areas" located downstream of the current project footprint. This is envisioned a location map, typical section sheet, and relevant notes/details for use by the contractor. Pond will prepare one draft submittal and one final submittal to incorporate City comments. This task does not include topo survey, property survey, plats, or detailed design plans.
- Add 5 CA inspections to cover the work space and duration of construction.

Task 2 – Morningside, Extension of CA Services

- Add 5 CA inspections to provide continued service through duration of construction.

Supplemental Service Fees

Pond has prepared the below fee in accordance with the services listed above.

Task	Fee
Task 1: Sandpiper, Project Extension	$14,007.20
Task 2 Morningside, Extension of CA Services	$8,877.20
Total Cost	**$22,884.40**

Conditions of Service

1. This proposal is based on and incorporate the conditions of the existing contract.
2. This fee does not include land or easement acquisition, public coordination, utility location, etc.
3. Fee includes site inspections described in Task 7 of the original proposal/contract. Should additional inspections be required or requested, those inspections will be charged as a change at the above rate of $1,500/inspection.
4. City has requested reduction in frequency of CA inspections to one (1) inspection every two weeks. This may reduce Pond's ability to consult with contractor and verify proper installation of stream structures.

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092
T: 678.336.7740 | F: 678.336.7744
www.pondco.com

5. Scope of CA inspections is limited to in-stream structures. City is responsible for inspection of stormwater infrastructure construction.
6. This fee does not include cost estimating, written technical specifications or subsequent value engineering processes.
7. Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional/out of scope services and will be approved via a contract change order prior to commencement of the additional work.

We appreciate your time and consideration in reviewing our proposal. If you have any questions or require further information, please contact me at martingi@pondco.com.

Sincerely,
Pond

Glenn Martin, CE, PWS
Principal

Will Rector, PE
Sr. Project Manager

Attachment 1: Fee Breakdown

City of Augusta

COST PROPOSAL

Project: **Sandpiper / Morningside Supplemental Services**

Date: **20-Dec-2022**

Pond & Company

Discipline: **Environmental/Engineering**

Hours & Cost Estimate

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Direct Labor Cost				
		TOTALS ==>	43	$ 22,884.40	$ 1,434.40	$ 21,450.00				
1	Sandpiper, Project Extension		39	$ 14,007.20	$ 717.20	$ 13,290.00				
2	Morningside, Extension of CA		4	$ 8,877.20	$ 717.20	$ 8,160.00				

Project Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours						
			Total Hours	Principle	Sr. Project Manager	Sr. Engineer/ Designer	Sr. Scientist	Jr. Engineer/ Designer/ Scientist	Adminstrative Assistant	CA Insepection
				$210.00	$165.00	$150.00	$120.00	$90.00	$75.00	$1,500.00
	TOTAL HOURS ==>		43	2	12	24		5		10
	TOTAL DIRECT LABOR COST==>		$ 21,450	$ 420	$ 1,980	$ 3,600	$ -	$ 450	$ -	$ 15,000

Project Level Summary - Other Direct Costs

				Other Direct Costs						
			Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Shipping	Equipment	Subconsultant
	TOTALS ==>		$ 1,304	$ -	$ -	$ 264	$ 1,040	$ -	$ -	$ -

Task Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours						
Phase	Description		Total Hours	Principle	Sr. Project Manager	Sr. Engineer/ Designer	Sr. Scientist	Jr. Engineer/ Designer/ Scientist	Adminstrative Assistant	CA Insepection
				$210.00	$165.00	$150.00	$120.00	$90.00	$75.00	$1,500.00
	TOTALS ==>		43	2	12	24		5		10
1	Sandpiper, Project Extension		39	2	8	24		5		5
2	Morningside, Extension of CA		4		4					5

Task Level Summary - Other Direct Costs

				Other Direct Costs						
Phase	Description		Total Other Direct Costs (@ 10% markup)	Express/Mail /Courier	Lodging	Meals	Mileage	Shipping	Equipment	Subconsultant
	TOTALS ==>		$ 1,434	$ -	$ -	$ 264	$ 1,040	$ -	$ -	$ -
1	Sandpiper, Project Extension		$ 717			$ 132	$ 520			
2	Morningside, Extension of CA		$ 717			$ 132	$ 520			

Commission Meeting

February 21, 2023

Emergency Procurement Service & Purchase
Environmental Services Operations
File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Hameed Malik, Director
Caption:	Motion to approve attached Exhibit A listed Emergency procured Services for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements and maintain desirable level of service. Requested by Engineering (Approved by Engineering Services Committee February 14, 2023)
Background:	Several factors contributed to make this emergency procurement. Aging equipment needing parts replacement, equipment failure, equipment extended repair time, shrinking available airspace, and assigned staff out-work status warranted prompt action to keep landfill active phase daily operation functional and maintain needed compaction & cover as its regulatory permit requires. In addition, contract services were used to maintain minimum level of services in absence of assigned in-house staff.
Analysis:	Work and purchases were under emergency that warranted timely response
Financial Impact:	Funds available in Environmental Services Operations budget: Engineering 542 044110 5222140 $73,657
Alternatives:	N/A
Recommendation:	Approve and receive as information attached Exhibit A listed Emergency procured Services for continuity of Environmental Services Operations and keep Solid Waste Facility in compliance (Landfill & Waste Collection) with its regulatory permit Operation & Maintenance requirements and maintain desirable level of service. Requested by Engineering.

Funds are available in the following accounts:	($73,657) 542044110-5222140 - Environmental Services Operations Budget
REVIEWED AND APPROVED BY:	HM/SR

EXHIBIT A

ENVIRONMENTAL OPERATIONS - EMERGENCY PROCUREMENT

1) Contracted Services for illegal waste removal & disposal ($73,657)

Hameed Malik, PhD, PE, Director
Augusta Engineering & Environmental
Services Department

Lewis Avery, Jr., CPA, CMA, Assistant
Director Administration & Finance
Augusta Engineering & Environmental
Services Department

Augusta GEORGIA

TO: Geri Sams – Procurement Director

From: Hameed Malik, Director, Augusta Engineering & Environmental Services Department for Hameed Malik

DATE: December 14, 2022

SUBJECT: Removal of out of compliance and illegal dumping waste

---

The Augusta Engineering & Environmental Services Department is requesting the use of the emergency procurement process to pay the proposal for the removal of out of compliance and illegal dumping of waste at various locations within Richmond County.

There is a three-person team employed by Augusta/Richmond County within the Environmental Services section performing this task. Two of the three-person crew were involved in an on-the-job accident during September 2022 and are unavailable to continue the work assignment. In order to continue the important waste hauling activities a qualified hauling company is needed.

This emergency procurement would allow Augusta Engineering and Environmental Services to pay the proposal by Pond Maintenance of Augusta in the amount of $63,480.00 for this service. Funds are available in Environmental Services 541 budget account #541 044110 5222140.

Augusta GEORGIA

AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES
DEPARTMENT – MAINTENANCE DIVISION

Hameed Malik, PhD, P.E.
Director

Charlie Gay
Asst. Director

Purchase Order Request

Date: 11/2/2022 P.O:

T.O #: W.O #:

District: 1 - 8

Issued To: Pond Maintenance of Augusta

Description of Work Assigned: Removal of Out of Compliance and Illegal Dumping at various locations. See attached for 184 locations

Roll off truck + container	$85.00/hour
Skid steer or mini excavator	$50.00/hour
Pickup truck + trailer	$85.00/hour
2 men @ $40.00/hour	$80.00/hour
SUB-TOTAL	$300.00/hour
	x 184 loads
	$55,200.00
CONTINGENCY: 15%	$8,280.00
Estimated cost of Purchase/Task Order:	**$63,480.00**

Notes:

1) Before, during and after pictures are required.
2) Any changes must be approved by E&ESD - Maintenance.
3) All work must meet all local, state and federal regulations.
4) Traffic control (when needed) shall MUTCD requirements.
5) Inspection of completed work by Engineering Maintenance Coordinator is required before payment.
6) Quantities are estimates only. AED will measure all work at task completion. Payment will be for work completed and accepted.

Jameka V. Simpkins 11/2/22
Engineering Maintenance Coordinator - Date

N/A
Engineering Coordinator Manager - Date

Charlie Gay
Assistant Director - Date

Pond Maintenance of Augusta

3707 Colbert St.

Augusta, GA 30906

Bus: 706-294-8493

Proposal

Date: 10/13/2022

Name: Richmond- County

ATTN: Tameka Simpkins

Re: Out of Compliance & Illegal Dumping Locations

We propose material and labor to perform the following

Removal of trash at various locations for the month of September 2022

Per schedule provided by Tameka Simpkins

Roll-off truck + container - $85 per hour

Skid Steer or mini excavator - $50 per hour

Pickup truck + trailer- $85 per hour

2 Men @ $40 per hour - $80 per hour (2 men)

$300 / Per Hour

(Minimum 4 hours)

184 Locations @ $300 / HR = $55,200.00

Hameed Malik, PhD, PE, Director
Augusta Engineering & Environmental Services Department

Lewis Avery, Jr., CPA, CMA, Assistant Director Administration & Finance
Augusta Engineering & Environmental Services Department

TO: Geri Sams – Procurement Director

From: Hameed Malik, Director, Augusta Engineering & Environmental Services Department Lewis Avery, Jr. For Hameed Malik

DATE: January 5, 2023

SUBJECT: Removal of out of compliance and illegal dumping waste

---

The Augusta Engineering & Environmental Services Department is requesting the use of the emergency procurement process to pay the proposal for the removal of out of compliance and illegal dumping of waste at various locations within Richmond County.

There is a three-person team employed by Augusta/Richmond County within the Environmental Services section performing this task. Two of the three-person crew were involved in an on-the-job accident during September 2022 and are unavailable to continue the work assignment. In order to continue the important waste hauling activities a qualified hauling company is needed.

This emergency procurement would allow Augusta Engineering and Environmental Services to pay the proposal by Pond Maintenance of Augusta in the amount of $10,177.50 for the service. This request is in addition to the December 14, 2022 memo to Procurement outlining the initial request for the use of the emergency procurement process. Funds are available in Environmental Services 541 budget account #541 044110 5222140.

Augusta GEORGIA

AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES
DEPARTMENT – MAINTENANCE DIVISION

Hameed Malik, PhD, P.E.
Director

Charlie Gay
Asst. Director

Purchase Order Request

Date: 11/2/2022 P.O:

T.O #: W.O #:

District: 1 - 8

Issued To: Pond Maintenance of Augusta

Description of Work Assigned: Roll off container placement and/or dumping at various locations

Price per container contact	$150.00
Estimated number of loads	59
SUB-TOTAL	$8,850.00
CONTINGENCY: 15%	$1,327.50
Estimated cost of Purchase/Task Order:	**$10,177.50**

Notes:

1) ~~Before, during and after pictures are~~ required.
2) Any changes must be approved by E&ESD - Maintenance.
3) All work must meet all local, state and federal regulations.
4) Traffic control (when needed) shall MUTCD requirements.
5) Inspection of completed work by Engineering Maintenance Coordinator is required before payment.
6) Quantities are estimates only. AED will measure all work at task completion. Payment will be for work completed and accepted.

Jamekal V. Simpkins 11/2/22
Engineering Maintenance Coordinator - Date

N/A
Engineering Coordinator Manager - Date

Assistant Director - Date

Commission Meeting

February 21, 2023

Augusta Waste Collection & Disposal Services

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Approve Supplementing Downtown Receptacles Waste Hauling Contract for Removal & Disposal of "Contracted Non-Compliance Waste, Illegal Dumping and Recyclable Waste" Services to Coleman Sanitation. Also, approve $150,000 to fund these Services. Requested by Engineering. Bid 19-135. Supplemental Agreement to expire 12/31/2025.

Background: Augusta, Georgia Waste Collection & Disposal Services are provided by three contractors, Waste Management, Georgia Waste System LLC (WM), Coastal Waste & Recycling (Coastal), and Coleman Sanitation Services Company (Coleman)). Waste Management & Coastal are hauling countywide household waste including recyclable, yard waste and bulky waste. However, these two haulers are not picking up non-compliance contracted waste as allowed under the waste collection contracts. Coleman has a separate contract and is limited to waste picking up from downtown waste receptacles located throughout down business corridor only. Presently, noncompliance contracted waste, illegal dumping and recyclable waste at Augusta Recyclable Facility handling service is provided with in-house county forces by Engineering & Environmental Services Department (EESD). However, handling of non-compliance contracted waste, illegal dumping waste, and recyclable waste at the Recycling Facility by in-house county forces is close to non-functional operation due to several factors. Critical variables are non-functional relevant equipment, inability of assigned three-person in-house forces team to handle relevant workload on full time & regular basis. Director recommending contracting out non-compliance contracted waste, illegal dumping waste, and recyclable waste at the Recycling Facility.

Analysis: Continuity of non-compliance contracted waste, illegal dumping waste, and recyclable waste management is not only critical for maintaining level of services as promised to the Citizen under waste contracted services but also to minimize public health & safety exposure from unmanaged illegal dumped waste and contaminated recyclable waste accumulated at the Recycling facility. For continuity of uninterrupted aforementioned services/activities and keep Augusta clean, it is cost effective to supplement existing waste hauling contracts for providing such services at negotiated fee. The Director

did an assessment of contract waste hauling contracts and recommending supplementing these services to Bid 19-135 (downtown waste receptacles collection. Reason being, other contract is countywide contract covering significantly large area served by two haulers. However, both haulers have miss-pick up history and potential conflict because these haulers are tagging contracted waste as non-compliance waste and accordingly can generate extra work for themselves that will cost Augusta more.

Financial Impact:	Funds available in the amount of $150,000 in Environmental Services Operations funds (542044110/5239110).
Alternatives:	No alternate proposed
Recommendation:	Approve Supplementing Downtown Receptacles Waste Hauling Contract for Removal & Disposal of "Contracted Non-Compliance Waste, Illegal Dumping and Recyclable Waste" Services to Coleman Sanitation. Also, approve $150,000 to fund these Services. Requested by Engineering. Bid 19-135.
Funds are available in the following accounts:	($150,000) Environmental Services Operation-542044110-52.39110
REVIEWED AND APPROVED BY:	HM/SR

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Thursday, February 2, 2023

SUBJECT: Augusta Waste Collection& Disposal Services
Contracted Non-Compliance Waste, Illegal Dumping and Recyclable Waste Disposal
Supplement Services to Contract 19-135
Augusta Engineering & Environmental Services Department
File Reference: 23-014(A)

Augusta, Georgia is providing County-Wide Waste Collection & Disposal Services. There services were provided until recently under direct oversight of Environmental Services Department (ESD). ESD managed these services utilizing contracted services (two contracts) and in-house county forces. Contract services are provided by three contractors, Waste Management, Georgia Waste System LLC (WM), Coastal Waste & Recycling (Coastal), and Coleman Sanitation Services Company (Coleman)). Waste Management & Coastal are hauling countywide household waste including recyclable, yard waste and bulky waste. However, these two haulers are not picking up non-compliance contracted waste as allowed under the waste collection contracts. Both haulers are providing services under an extension of primary 2012 contract (Bid 11-112). Coleman has separate contract and is limited to waste picking up from downtown waste receptacles located throughout down business corridor at locations listed in its executed contract. Coleman is providing services under 2019 contract (Bid 19-135). Noncompliance contracted waste, illegal dumping and recyclable waste at Augusta Recyclable Facility handling service is provided in-house county forces by ESD.

However, recently ESD experienced multiple environmental regulatory compliance challenges and on June 14, 2022, Augusta Commission integrated ESD operations with Augusta Engineering Department (AED) operations and created consolidated Engineering & Environmental Services Department (Department) under supervision of AED Director (Director). The Director is conducting Environmental Services Operations (ES) workflow and operations efficiency improvements assessment, including assessment of waste hauling contract services. On November 29, 2022, the Director submitted his initial review of environmental operations and made recommendations accordingly. Recommendations included handling of non-compliance contracted waste, illegal dumping waste, and recyclable waste at the Recycling Facility by in-house county forces is close to non-functional operation due to several factors. Critical variables are non-functional relevant equipment, inability of assigned three-person in-house forces team to handle relevant workload on full time & regular basis. Director recommended contracting out non-compliance contracted waste, illegal dumping waste, and recyclable waste at the Recycling Facility.

Continuity of non-compliance contracted waste, illegal dumping waste, and recyclable waste management is not only critical for maintaining level of services as promised to the Citizen under waste contracted services but also to minimize public health &safety exposure from unmanaged illegal dumped waste and contaminated recyclable waste accumulated at the Recycling facility. For continuity of uninterrupted aforementioned services/activities and keep Augusta clean, it is cost effective to supplement existing waste hauling contracts for providing such services at negotiated fee. The Director did an assessment of contract waste hauling

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

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

contracts and recommending supplementing these services to Bid 19-135 (downtown waste receptacles collection. Reason being, other contract is countywide contract covering significantly large area served by two large haulers. However, both haulers have miss-pick up history and potential conflict, because these haulers are tagging contracted waste as non-compliance waste and accordingly can generate extra work for themselves. Hence, it is the Department recommendation to supplement non-compliance contracted waste, illegal dumping waste, and contaminated recyclable waste to contract 19-135 with Coleman for duration till December 31, 2025. Coleman provided similar services in the past and has needed resources available.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Charlie Gay, AE&ESD
File

Attachment: Coleman Sanitation Services Unit Rates

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

COLEMAN SANITATION SERVICE COMPANY
3010 GEORGIA RD
AUGUSTA, GA 30906
706-339-3152

January 11, 2023

Dr. Hameed Malik
Augusta Engineering Department
2316 Tobacco Rd
Augusta, GA 30815

Pricing for Solid Waste Services

Rear loader truck with driver	$115.00 p/hr.
Roll off truck with driver	$125.00 p/hr.
Grapple truck with driver	$144.00 p/hr.
Dump truck with driver	$115.00 p/hr.
Loading crew (one loader)	$ 20.00 p/hr.
Two loaders	$ 40.00 p/hr.

There will be a charge of $60.00 extra p/hr. for legal dumps and out of compliance waste where there are trees, stumps, etc that requires cutting with a chainsaw or any other equipment .

When arriving at a site and the waste is already gone, there will be a $20.00 fee.

If the waste requires special equipment not normally used, this equipment will be rented.

Respectfully submitted

Melvin Coleman, Owner
Coleman Sanitation Service Company

Commission Meeting

February 21, 2023

Workers Comp Excess Insurance Renewal

Department: Finance – Risk Management Division

Presenter: Donna Williams

Caption: 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 $510,620.

Background: Excess Workers Compensation coverage (a per occurrence policy) has been purchased in the past as a measure to cap any potential catastrophic loss against Augusta-Richmond County. Augusta's current SIR is $1,000,000. Stated simply each worker's compensation claim has the potential cost of $1,000,000 to the government before the excess coverage policy takes effect.

Analysis: Past claim experience, current claim exposure, and potential future cost were considered. It was determined that an SIR of $1,000,000 is appropriate for our level of risk. Corvel, our Workers' Compensation Third Party Administrator, was requested to obtain quotes from A or A+ companies.

Corvel received the following quotes from the following companies:

Safety National Casualty

The following companies declined to provide an offer:

Midwest Employers
Arch
Buffer Market – Fortegra (not competitive, verbal indication only

Financial Impact: Maintaining the SIR of $1,000,000 offers the greatest value to Augusta-Richmond County government.

Alternatives: 1) Increase current level of coverage to $1,250,000 per claim at a cost of $457,445 or

2) Drop coverage accepting full exposure/cost for any catastrophic job-related injury.

Recommendation: Approve coverage with Safety National Casualty (lowest premium quote) with SIR of $1,000,000 for all positions with Statutory Limit for a deposit premium of $510,620.

Funds are available in the following accounts: 621 01 5233 55.21110 WC/Risk Management

REVIEWED AND APPROVED BY:

Finance
Law
Administrator
Clerk of Commission

Gallagher

Insurance | Risk Management | Consulting

Augusta-Richmond County

Risk Management & Insurance Executive Summary

1.26.2023

Presented by:

Scott Thomason | Regional Director, Public Sector

Matt Simmons | Director, Public Sector

John Beckett | Client Account Executive

Gallagher

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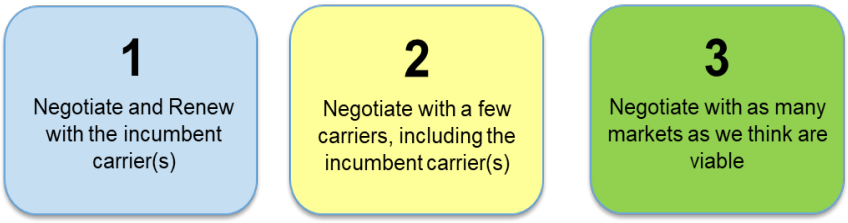
Go To Market Strategy

Based on forecasted market conditions, your risk profile and your loss experience Gallagher has recommended a Go-To-Market strategy as follows:



Augusta-Richmond County

#	Line of Coverage	Incumbent Market	GTM Strategy	Notes/Comments
1	Excess Workers Comp	Safety National	3 Full Marketing	Full marketing effort in 2023 due to recent loss experience
2	Buffer Workers Comp	N/A	2 Few Markets	Buffer layer levels and markets will be marketed once excess layer is completed
3				

Typical Underwriting Information Requested:

1. Updated Exposures – Estimated Payroll by Class Code
2. Completed Carrier Applications
3. Qualitative Information / Risk Control Program Accomplishments

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Marketing Results

1. **Safety National - Quoted**
   A. Provided multiple retention options of $1M (Expiring), $1.25M and $1.5M

2. **Midwest Employers - Declined**
   A. Would require split retentions of $1M/$2.5M (All other employees/Police and Fire)
   B. Premium indication would not be competitive starting at $500k for higher retentions

3. **Arch - Declined**
   A. Minimum retention would be at least $2M
   B. Pricing would not be competitive

4. **Buffer Market - Fortegra**
   C. Not competitive – verbal indication only

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Renewal Options

Augusta Richmond			
Policy Effective Date:	3/1/2023	Broker:	Scott Thomason
Policy Expiration Date:	3/1/2024	Issue Date:	1/23/2023

Program Overview	Expiring	Option 1	Option 2	Option 3
Excess Workers Compensation				
Carrier	Safety National	Safety National	Safety National	Safety National
AM Best Rating	A++, XV	A++, XV	A++, XV	A++, XV
Estimated Payroll	$130,700,718	$134,621,738	$134,621,738	$134,621,738
Minimum Premium	90%	90%	90%	90%
Policy Term	1 Year	1 Year	1 Year	1 Year
Exposure Change		3.0%	3.0%	3.0%

Coverage Details				
Excess Workers Comp				
Workers Comp Limit	Statutory	Statutory	Statutory	Statutory
Employers Liability Limit	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Self-Insured Retention (SIR)	$1,000,000	$1,000,000	$1,250,000	$1,500,000
Police/Fire SIRs	$1,000,000	$1,000,000	$1,250,000	$1,500,000
Aggregate Attachment				
Aggregate Limit				

Premium+ Details				
Excess Workers Comp				
Annual (Deposit) Premium	$422,948	$510,620	$457,445	$399,692
Payroll Basis	*Estimated*	*Estimated*	*Estimated*	*Estimated*
Buffer Layer				
Annual (Deposit) Premium				
Payroll Basis				
Risk Management Services				
Risk Mgmt Fee	N/A	N/A	N/A	N/A
Total Premium+	**$422,948**	**$510,620**	**$457,445**	**$399,692**
Net Rate Change		17.73%	5.16%	-8.50%
Ground up Loss Projection	$3,282,612	$3,919,320	$3,919,320	$3,919,320
Projected Excess Losses	-$362,837	-$633,428	-$533,428	-$433,428
Total Cost of Risk	**$3,342,723**	**$3,796,512**	**$3,843,337**	**$3,885,584**
Net TCOR Change		13.6%	15.0%	16.2%
Cost per $100/Payroll	$2.56	$2.82	$2.85	$2.89

DISLCAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

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Insurance | Risk Management | Consulting

Augusta-Richmond County

Risk Management & Insurance Executive Summary

1.26.2023

Presented by:

Scott Thomason | Regional Director, Public Sector

Matt Simmons | Director, Public Sector

Gallagher

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About Gallagher

Gallagher companies plan and administer a full array of insurance, risk management, self-insurance, claims management, and employee benefit products and services. Areas of industry specialization include higher education, healthcare and senior living, life sciences, construction, media and entertainment, public entity, and real estate.

1927	39,000+	850+	150	$6.9B	28+
FOUNDING YEAR	EMPLOYEES WORLDWIDE	OFFICES IN 68 COUNTRIES	COUNTRIES SERVED	REVENUE (2021)	INDUSTRY PRACTICES

To support these market segments, we have developed coverage specialties that include Surety, Property, General Liability, Employee Benefits, Executive Lines, Workers' Compensation, Cyber Liability, Fine Arts, Aviation, Foreign Liability, Marine, and Owner- and Contractor-Controlled Insurance Programs, among others.

Gallagher is comprised of several divisions; all working in tangent to provide you with the best services possible depending on your unique needs. Our primary US divisions are:

RETAIL

Gallagher

Insurance | Risk Management | Consulting

REINSURANCE

Gallagher Re

CLAIMS

GALLAGHER BASSETT

WHOLESALE

RPS RISK PLACEMENT SERVICES

ALTERNATIVE RISK

Artex

ETHISPHERE WORLD'S MOST ETHICAL COMPANIES 2012 - 2022

Forbes 2022 THE BEST EMPLOYERS FOR DIVERSITY

BEST PLACES TO WORK 2022 for LGBTQ+ Equality 100% CORPORATE EQUALITY INDEX

Forbes 2020 THE BEST EMPLOYERS for WOMEN

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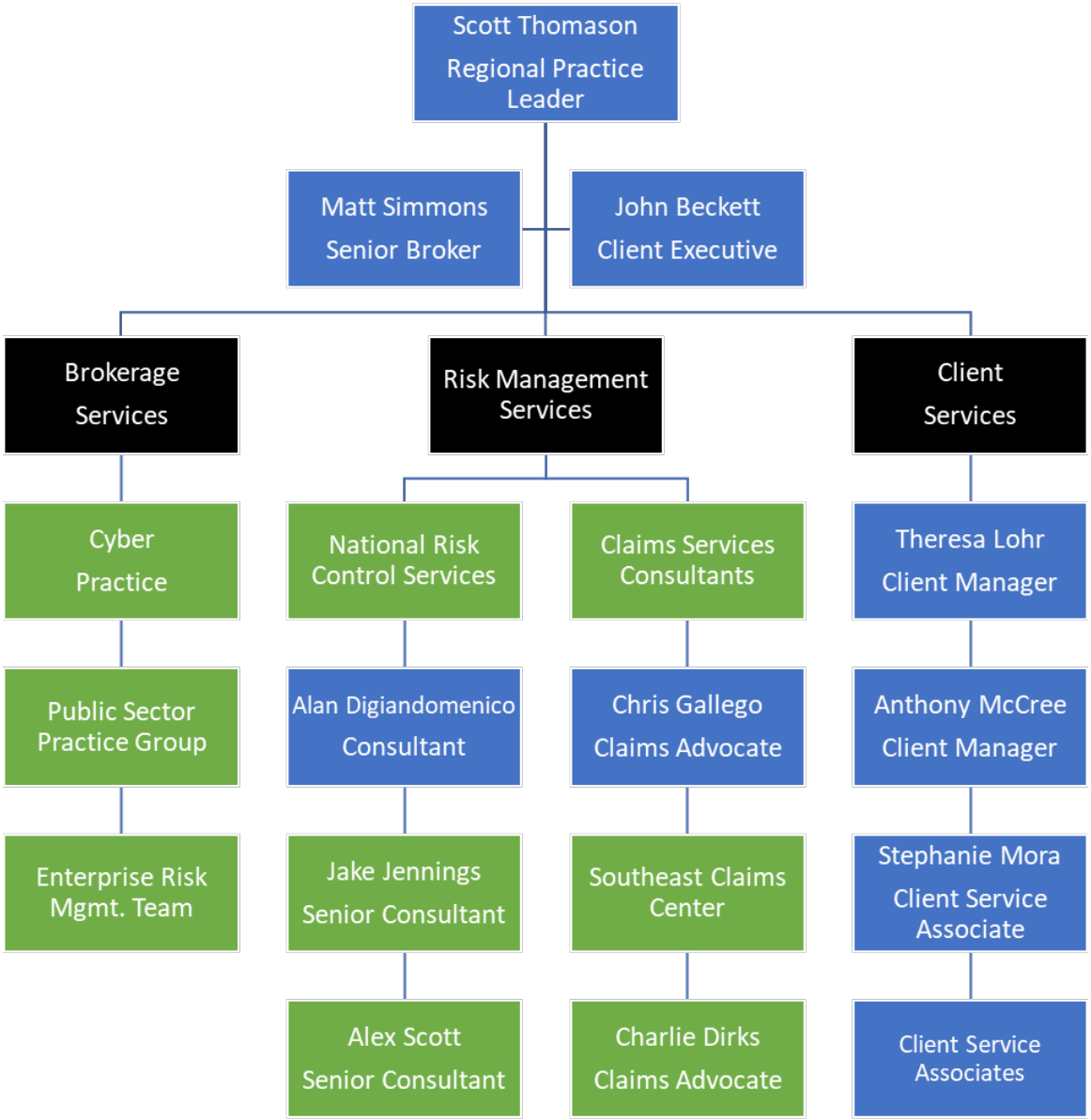
Your Gallagher Team

Your core service team is based in Atlanta and specializes in Public Sector business. Our Atlanta team is responsible for placing coverage for approximately $40m in premium and managing a total cost of risk of over $60m through over 50 southeast public entities.



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Our Core 360 Approach

CORE360® is our unique comprehensive approach of evaluating our clients' risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. The term Total Cost of Risk (TCOR) is not new and is widely used throughout the insurance industry.

Unlike traditional Total Cost of Risk conversations, we consult with you to understand all of your actual *and potential* costs, and the strategic options to reallocate these costs with smart, actionable insights. This will empower you to know, to control and to minimize your total cost of risk and improve your budget and financial results.

INSURANCE PREMIUMS
Cost for all your existing insurance policies. It also includes our compensation as your broker.

UNINSURED & UNINSURABLE LOSSES
Potential or actual costs of any risks you knowingly or unknowingly leave uninsured or uninsurable.

PROGRAM STRUCTURE
How the individual pieces of your program work together, as well as how you balance your risk appetite against your loss experience.

LOSS PREVENTION & CLAIMS
Your participation in a loss, and how you minimize costs through appropriate loss prevention programs and claims management.

COVERAGE GAPS
Potential costs from any gaps in existing policies, such as sublimits, removable exclusions and extensions of coverage.

CONTRACTUAL LIABILITY
Costs resulting from the unsuccessful transfer of risk to, or assumption of uninsured liability from, a third party.

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Expiring Program

A strategic approach to marketing and impacting your premiums and total cost of risk.

Renewal Premium and Exposure Comparison
March 1st, 2022 to March 1st, 2023

	Expiring Program 2021-2022	Renewal Program 2022-2023 Bound	% Change vs Expiring
Carrier Information	**Safety National**	**Safety National**	
Financial Rating	A++, XV	A++, XV	
Broker Commission	15%	15%	
COVERAGE			
Workers Comp Limit	STATUTORY	STATUTORY	
Employers Liability Limit	$1,000,000	$1,000,000	
Self-Insured Retention (SIR)	$1,000,000	$1,000,000	
Police/Fire SIRs	$1,000,000	$1,000,000	
Corridor Deductible	None	None	
Terrorism / TRIA Coverage	Included	Included	
Aggregate Limit	None	None	
Aggregate Retention	None	None	
Aggregate Loss Limitation	None	None	
EXPOSURE & RATING			
Estimated Annual Payroll	$113,253,745	$130,700,718	*15.4%*
Policy Premium	**$349,048**	**$422,948**	*21.2%*
Rate per $100 Payroll	0.3082	0.3236	***5.0%***
Minimum Earned	**90%**	**90%**	
Risk Management Fee	**None**	**None**	
Claims TPA Fee	**Corvel**	**Corvel**	
Total Cost	**$349,048**	**$422,948**	*21.2%*
Net Change			5.8%

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Loss Analytics

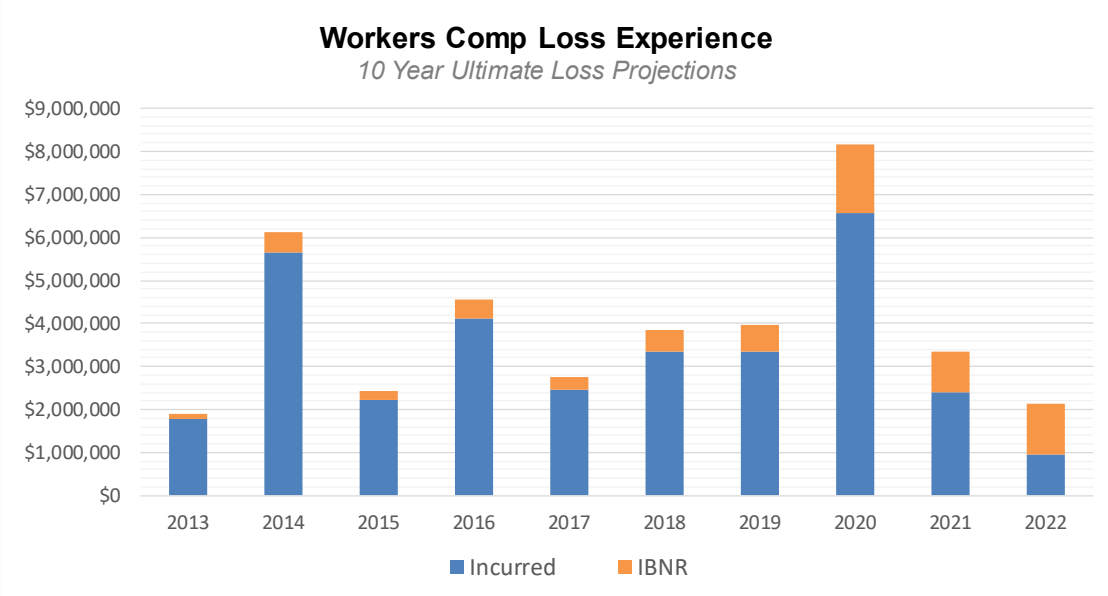
Augusta-Richmond County

Ground Up, Unlimited, and Incurred Losses

Years: 10
Valuation: 12/1/2022

Incurred Loss Summary			Losses XS	Losses XS	Losses XS	Losses XS
Policy Year	# Claims	Losses	$750,000	$1,000,000	$1,250,000	$1,500,000
2013	299	$1,769,808	$0	$0	$0	$0
2014	319	$5,653,553	$2,543,967	$2,293,967	$2,043,967	$1,793,967
2015	249	$2,225,816	$0	$0	$0	$0
2016	272	$4,114,672	$564,019	$314,019	$64,019	$0
2017	254	$2,460,130	$0	$0	$0	$0
2018	284	$3,336,245	$0	$0	$0	$0
2019	268	$3,350,605	$0	$0	$0	$0
2020	262	$6,572,074	$1,520,382	$1,020,382	$520,382	$263,007
2021	265	$2,400,573	$0	$0	$0	$0
2022	199	$942,646	$0	$0	$0	$0
Totals	**2,671**	**$32,826,123**	**$4,628,368**	**$3,628,368**	**$2,628,368**	**$2,056,974**
Annual Average	267	$3,282,612	$462,837	$362,837	$262,837	$205,697

Selected Ultimate Loss Projection			Loss Develop	Incurred But	Estimated
Policy Year	Months	Losses	Factors*	Not Reported	Ultimate
2013	118	$1,769,808	1.074	$130,495	$1,900,303
2014	106	$5,653,553	1.084	$475,440	$6,128,993
2015	94	$2,225,816	1.095	$210,467	$2,436,284
2016	82	$4,114,672	1.105	$432,534	$4,547,207
2017	70	$2,460,130	1.119	$292,755	$2,752,885
2018	58	$3,336,245	1.151	$503,773	$3,840,018
2019	46	$3,350,605	1.182	$609,810	$3,960,415
2020	34	$6,572,074	1.240	$1,577,298	$8,149,372
2021	22	$2,400,573	1.394	$945,826	$3,346,399
2022	10	$942,646	2.261	$1,188,676	$2,131,322
Totals		**$32,826,123**		**$6,367,076**	**$39,193,199**
Annual Average		$3,282,612		$636,708	$3,919,320



Note*: Gallagher uses NCCI and industry data for loss development, trending factors like inflation(CPI), benefit level adjustment factors.

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Augusta-Richmond County

Ground Up, Unlimited, and Incurred Losses

Years: 10

Valuation: 12/1/2022

Claim Metrics	Claim Count	*Open* Claim Count	*Closed* Claim Count	*Report Only* Claim Count	*Medical* Claim Count	*Indemnity* Claim Count
2013	299	0	299	68	201	30
2014	319	2	317	73	189	57
2015	249	2	247	5	190	54
2016	272	6	266	7	187	78
2017	254	3	251	13	158	83
2018	284	4	278	6	200	78
2019	268	6	257	14	172	82
2020	262	14	246	8	156	98
2021	265	27	232	12	161	92
2022	199	66	130	16	130	53
Totals	**2,671**	**130**	**2,523**	**222**	**1,744**	**705**
Annual Average	267	13	252	22	174	71

Pure Loss Rate Calculation Policy Year	Payroll	Developed Losses	Payroll Trend Factors*	Ultimate Losses	Loss per $100 Payroll
2013	$98,164,143	$1,900,303	1.254	$2,382,528	$2.43
2014	$100,167,492	$6,128,993	1.247	$7,643,489	$7.63
2015	$102,211,727	$2,436,284	1.251	$3,048,067	$2.98
2016	$104,297,681	$4,547,207	1.221	$5,552,279	$5.32
2017	$106,426,205	$2,752,885	1.199	$3,301,533	$3.10
2018	$108,598,168	$3,840,018	1.176	$4,515,423	$4.16
2019	$111,822,420	$3,960,415	1.146	$4,538,129	$4.06
2020	$111,822,420	$8,149,372	1.097	$8,938,176	$7.99
2021	$113,253,745	$3,346,399	1.059	$3,544,841	$3.13
2022	$130,700,718	$2,131,322	1.061	$2,260,267	$1.73
TOTALS	**$1,087,464,719**	**$39,193,199**		**$45,724,731**	
Pure Loss Rate	$108,746,472	$3,919,320		$4,572,473	**$4.20**

Ultimate & Trended Large Losses Policy Year	*Losses XS* $750,000	*Losses XS* $1,000,000	*Losses XS* $1,250,000	*Losses XS* $1,500,000
2013	$0	$0	$0	$0
2014	$3,703,376	$3,453,376	$3,203,376	$2,953,376
2015	$0	$0	$0	$0
2016	$1,023,118	$773,118	$523,118	$273,118
2017	$0	$0	$0	$0
2018	$0	$0	$0	$0
2019	$0	$0	$0	$0
2020	$2,607,791	$2,107,791	$1,607,791	$1,107,791
2021	$0	$0	$0	$0
2022	$0	$0	$0	$0
Totals	**7,334,285**	**6,334,285**	**5,334,285**	**4,334,285**
Annual Average	$733,428	$633,428	$533,428	$433,428

Loss Projections Policy Year	Est Payroll	Incurred Loss Pick	Developed Loss Pick	Pure Rate Loss Method	Selected Loss Pick
2023	$135,000,000	$3,282,612	$3,919,320	$5,676,358	$4,292,763

Note*: Gallagher uses NCCI and industry data for loss development, trending factors like inflation(CPI), benefit level adjustment factors.

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Large Loss Development

Claim_Number	Location Level	Date of Loss	Incurred 12.20	Incurred 12.20	Change in Pa	Change in Reserv	Change in Incurr
0604-WC-17-0000046	000020 - AUGUSTA- FIRE DEPARTMENT	2/18/2017	$434,985	$519,275	$32,303	$51,987	$84,290
0604-WC-11-0500526	000039 - AUGUSTA-ROADS & BRIDGES	1/25/2012	$462,679	$1,471,164	$62,821	$945,664	$1,008,485
0604-WC-14-0500395	000040 - AUGUSTA-SHERIFF	3/21/2014	$645,397	$3,293,967	$80,059	$2,568,512	$2,648,570
0604-WC-13-0500286	FACILITIES MAINTENANCE	1/15/2013	$698,093	$996,959	$49,799	$249,067	$298,866
0604-WC-95-0500506	000020 - AUGUSTA- FIRE DEPARTMENT	4/28/2020	$703,451	$703,459	$8	$0	$8
0604-WC-20-0000217	000052 - AUGUSTA-LANDFILL	8/26/2020	$713,452	$1,763,007	$230,368	$819,187	$1,049,555
0604-WC-03-0500531	000040 - AUGUSTA-SHERIFF	1/31/2014	$732,853	$732,853	$58,304	($58,304)	$0
0604-WC-09-0500551	000040 - AUGUSTA-SHERIFF	11/3/2009	$795,699	$795,699	$33,941	($33,941)	$0
0604-WC-11-0500281	000020 - AUGUSTA- FIRE DEPARTMENT	2/8/2011	$811,916	$811,916	$35,700	($35,700)	$0
0604-WC-20-0000240	000040 - AUGUSTA-SHERIFF	9/2/2020	$835,625	$1,257,375	$226,913	$194,837	$421,750
0604-WC-90-0500241	000040 - AUGUSTA-SHERIFF	12/8/2004	$1,254,688	$1,254,688	$17,717	($17,717)	$0
0604-WC-98-0500967	000056 - AUGUSTA-TRANSIT	11/20/1998	$1,279,212	$1,279,212	$31,573	($31,573)	$0
0604-WC-16-0000114	000052 - AUGUSTA-LANDFILL	5/5/2016	$1,314,019	$1,314,019	$45,993	($45,993)	$0
0604-WC-06-0500436	000056 - AUGUSTA-TRANSIT	7/6/2006	$1,692,241	$787,918	$22,221	($926,544)	($904,324)

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Renewal Forecast

Augusta Richmond County Commission

Forecasted 2023 Excess Workers Comp Insurance Costs

Line of Business	Expiring Premium+	Exposure Change	Market Changes	Account Modifier	Forecasted Premium+	Premium Change	Overall Change
Property							
Equipment Breakdown							
Inland Marine							
Terrorism - Stand Alone							
Automobile Liability							
Auto Physical Damage							
General Liability							
Law Enforcement Liability							
Employment Practices							
Errors & Omissions							
Excess - First Layer							
Excess - Second Layer							
Excess - Third Layer							
Primary Workers Comp							
Excess Workers Comp	**$422,948**	5%	5%	35%	**$629,505**	$206,557	48.8%
Buffer Layer Workers Comp		*The SIR may increase to $1.5m*					
Risk Management Fees	**Nil**				**Nil**		
Claims TPA Fees							
Cyber - Primary							
Cyber - Excess							
Crime - Primary							
Crime - Excess							
Fiduciary Liability							
Bonds							
Off-Duty Liability							
Municipal Workforce AD&D							
Pollution Liability							
Total Premium+	**$422,948**				**$629,505**	**$206,557**	**48.8%**

DISLCAIMER: Premium+ includes premiums and any surplus lines taxes and/or fees if applicable. This is a subjective premium+ forecast only and does not represent actual market conditions or available insurance products.

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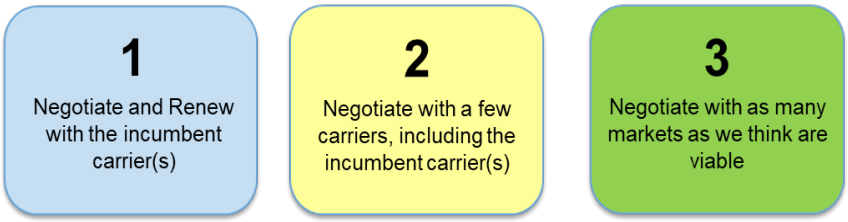
Go To Market Strategy

Based on forecasted market conditions, your risk profile and your loss experience Gallagher has recommended a Go-To-Market strategy as follows:



Augusta-Richmond County

#	Line of Coverage	Incumbent Market	GTM Strategy	Notes/Comments
1	Excess Workers Comp	Safety National	3 Full Marketing	Full marketing effort in 2023 due to recent loss experience
2	Buffer Workers Comp	N/A	2 Few Markets	Buffer layer levels and markets will be marketed once excess layer is completed
3				

Typical Underwriting Information Requested:

1. Updated Exposures – Estimated Payroll by Class Code
2. Completed Carrier Applications
3. Qualitative Information / Risk Control Program Accomplishments

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Marketing Results

1. **Safety National - Quoted**
   A. Provided multiple retention options of $1M (Expiring), $1.25M and $1.5M

2. **Midwest Employers - Declined**
   A. Would require split retentions of $1M/$2.5M (All other employees/Police and Fire)
   B. Premium indication would not be competitive starting at $500k for higher retentions

3. **Arch - Declined**
   A. Minimum retention would be at least $2M
   B. Pricing would not be competitive

4. **Buffer Market - Fortegra**
   C. Not competitive – verbal indication only

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Renewal Options

Augusta Richmond			
Policy Effective Date:	3/1/2023	Broker:	Scott Thomason
Policy Expiration Date:	3/1/2024	Issue Date:	1/23/2023

Program Overview	Expiring	Option 1	Option 2	Option 3
Excess Workers Compensation				
Carrier	Safety National	Safety National	Safety National	Safety National
AM Best Rating	A++, XV	A++, XV	A++, XV	A++, XV
Estimated Payroll	$130,700,718	$134,621,738	$134,621,738	$134,621,738
Minimum Premium	90%	90%	90%	90%
Policy Term	1 Year	1 Year	1 Year	1 Year
Exposure Change		3.0%	3.0%	3.0%

Coverage Details				
Excess Workers Comp				
Workers Comp Limit	Statutory	Statutory	Statutory	Statutory
Employers Liability Limit	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Self-Insured Retention (SIR)	$1,000,000	$1,000,000	$1,250,000	$1,500,000
Police/Fire SIRs	$1,000,000	$1,000,000	$1,250,000	$1,500,000
Aggregate Attachment				
Aggregate Limit				

Premium+ Details				
Excess Workers Comp				
Annual (Deposit) Premium	$422,948	$510,620	$457,445	$399,692
Payroll Basis	*Estimated*	*Estimated*	*Estimated*	*Estimated*
Buffer Layer				
Annual (Deposit) Premium				
Payroll Basis				
Risk Management Services				
Risk Mgmt Fee	N/A	N/A	N/A	N/A
Total Premium+	**$422,948**	**$510,620**	**$457,445**	**$399,692**
Net Rate Change		17.73%	5.16%	-8.50%
Ground up Loss Projection	$3,282,612	$3,919,320	$3,919,320	$3,919,320
Projected Excess Losses	-$362,837	-$633,428	-$533,428	-$433,428
Total Cost of Risk	**$3,342,723**	**$3,796,512**	**$3,843,337**	**$3,885,584**
Net TCOR Change		13.6%	15.0%	16.2%
Cost per $100/Payroll	$2.56	$2.82	$2.85	$2.89

DISLCAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

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Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	GALLAGHER, ARTHUR J & COMPANY	ATTN:	John Beckett
PHONE:	(678) 393-5221	FAX:	(678) 393-5220
FROM:	JD Smith	DATE:	01/13/2023

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **AUGUSTA/RICHMOND COUNTY**	
Account: 6016184 Previous Policy Number: SP 4066334	
	Specific Excess Only

Contract Terms	Option 16538553995		Option 16538553871	
Liability Period		03/01/2023 - 03/01/2024		03/01/2023 - 03/01/2024
Payroll Reporting Period		03/01/2023 - 03/01/2024		03/01/2023 - 03/01/2024
Payroll		$ 134,621,738		$ 134,621,738
Manual Premium		$ 2,847,168		$ 2,847,168
Experience Modification Factor		1.000		1.000
Standard Premium		$ 2,847,168		$ 2,847,168
Self-Insured Retention		$ 1,500,000		$ 1,250,000
Specific Limit		Statutory		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000	Per Occ	$ 1,000,000
Premium Rate	Rate $100 Payroll	$ 0.2969	Rate $100 Payroll	$ 0.3398
Deposit Premium		$ 399,692		$ 457,445
Minimum Premium		$ 359,723		$ 411,701
Commission	Adjustable	15.00 %	Adjustable	15.00 %
Pay Plan		ANNUAL PAYMENT		ANNUAL PAYMENT
Audit Type		Voluntary		Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

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1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	GALLAGHER, ARTHUR J & COMPANY	ATTN:	John Beckett
PHONE:	(678) 393-5221	FAX:	(678) 393-5220
FROM:	JD Smith	DATE:	01/13/2023

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **AUGUSTA/RICHMOND COUNTY**	
Account: 6016184 Previous Policy Number: SP 4066334	
	Specific Excess Only

Contract Terms		Option 16467206867
Liability Period		03/01/2023 - 03/01/2024
Payroll Reporting Period		03/01/2023 - 03/01/2024
Payroll		$ 134,621,738
Manual Premium		$ 2,847,168
Experience Modification Factor		1.000
Standard Premium		$ 2,847,168
Self-Insured Retention		$ 1,000,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000
Premium Rate	Rate $100 Payroll	$ 0.3793
Deposit Premium		$ 510,620
Minimum Premium		$ 459,558
Commission	Adjustable	15.00 %
Pay Plan		ANNUAL PAYMENT
Audit Type		Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	GALLAGHER, ARTHUR J & COMPANY	ATTN:	John Beckett
PHONE:	(678) 393-5221	FAX:	(678) 393-5220
FROM:	JD Smith	DATE:	01/13/2023

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:
0241 02 0196 (XWC) INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - STATE BENEFITS
0276 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0293 00 0906 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
0385 02 0908 (XWC) 90-DAY NOTICE OF CANCELLATION TO EMPLOYER
0456 00 0113 (XWC) BLANKET WAIVER OF SUBROGATION
1195 01 1207 (XWC) GEORGIA GENERAL CANCELLATION AND NON-RENEWAL ENDORSEMENT
GEORGIA MANDATORY ENDORSEMENT(S), IF APPLICABLE
6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.

2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, Safety Training Source, and Office Ergonomics Solution. Medical Management Program: These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.

3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism loses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.
The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

4. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.

5. The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

6. We reserve the right to re-review the terms being offered should there be any revisions to the exposures subsequent to quoting and prior to program inception.

7. Endorsement 0293.00, Foreign Voluntary Workers' Compensation and Employers' Liability, will include a repatriation limit of $25,000 and an EL limit of $100,000.

Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, and audit.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

JD Smith Senior Underwriter	(470) 266-2144	jd.smith@Safetynational.com
Ariel Jenkins MAP Client Services	(314) 692-1385	ariel.jenkins@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Tammy Rainwater Premium Audit	(314) 810-5576	tammy.rainwater@safetynational.com

CRISIS PROTECTION
WORKERS' COMPENSATION

Trusted SAFETY NATIONAL Since 1942

Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

LEARN MORE

For more information about Safety National Crisis Protection, please visit **safetynational.com/crisis-protection-WC**. If you have additional questions about this free benefit, please contact us at **crisisprotection@safetynational.com**.

10.2020

Benefits:

- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - » Crisis Management
  - » Crisis Response
  - » Public Relations
  - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

TOKIO MARINE GROUP

SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A++ (Superior)
Financial Size Category XV

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength*

- Statutory surplus: $3.3 billion (11.8% increase over 12/20)
- GAAP Stockholders' equity: $5 billion (8.4% increase over 12/20) and $13.7 billion in assets
- A.M. Best Rating A++ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately $235 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

*as of 12/21

Solutions

Workers' Compensation:
- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

Public Entity Liability:
- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto

Commercial General Liability

Construction Risk

Cyber Risk

Reinsurance

Loss Portfolio Transfers

Captives

Self-Insurance Bonds

Services

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

12/2021

(888) 995-5300 · info@safetynational.com · safetynational.com
A member of the Tokio Marine Group

Commission Meeting

February 21, 2023

Workers Compensation Administration Services

Department:	Finance – Risk Management Division
Presenter:	Donna Williams
Caption:	Motion to approve continued service with Workers Compensation Provider, CorVel, for renewal for Year 4.
Background:	Augusta issued RFP 20-123 for third party administration of Worker Compensation Services. Contract was awarded to Corvel in February 2020 for a three-year term with two one-year extensions.
Analysis:	Corvel has provided quality services in this area. We recommend exercising the first one-year extension of this contract.
Financial Impact:	$90,000 for contract term 3/1/23-2/29/24
Alternatives:	Consider new RFP for Worker Compensation Administration Services.
Recommendation:	Approve current vendor, Corvel, for 1-year renewal, year 4 of existing contract 3/1/23-2/29/24.
Funds are available in the following accounts:	621-015231

REVIEWED AND APPROVED BY:

Finance
Law
Administrator
Clerk of Commission

Commission Meeting

February 21, 2023

2023 Commercial Property Insurance Renewal

Department:	Finance – Risk Management Division
Presenter:	Donna Williams
Caption:	Request to approve Augusta Commercial Property Insurance coverage for 2023 offered through Affiliated FM, current carrier, for a premium of $815,966 for full blanket coverage and limited flood coverage in flood prone areas.
Background:	Augusta has elected to use Property Insurance Broker Services and carry commercial property insurance on its properties since consolidation. The Risk Management Office staff inspects all Augusta properties annually and works with insurance company engineers in helping to reduce risk of property loss to Augusta.
Analysis:	Assured Partners of Georgia seeks annual quotes from the insurance market for "all risks" coverage on buildings and contents. Please see attachments for quote summary and list of declinations. Several insurers did not qualify or declined to quote coverage. Quotes are obtained from companies with A or better rating. Affiliated FM is the low bidder and is providing the greatest level of coverage for the exposure. Current coverage carries a $50,000 deductible per occurrence except for flood and earthquake.
Financial Impact:	A premium for blanket coverage is being offered on total property values of $921,995,240 for $815,966 with a $50,000 deductible. The quote from Affiliated FM includes flood coverage.
Alternatives:	1. Drop coverage and retain risk, 2. Reduce premiums by only insuring those properties representing the largest losses should an event damage the structures (Municipal Building, Law Enforcement Center, Judicial Center, RCCI, etc.)

Recommendation:	Approve Commercial Property Insurance coverage renewal for 2023 th[illegible] Affiliated FM for a premium of $815,966 which includes flood coverage and Boiler & Maintenance coverage. Effective March 1, 2023 - March 1, 2024
Funds are available in the following accounts:	611 015212 Risk Management General Insurance Fund Account

REVIEWED AND APPROVED BY:

Finance
Law
Administrator
Clerk of Commission

AUGUSTA RICHMOND COUNTY

Assured Partners of Georgia
1220 Greene Street
Augusta, GA 30901

Renewal Term 03/01/2023 – 03/01/2024

Total Insured Value	$921,995,240
Terrorism	Limited
Rate	0.0885
Premium	**$815,966**

*Terrorism coverage available for $69,709

Expiring Term 03/01/2022 – 03/01/2023

Total Insured Value	$803,018,969
Terrorism	Limited
Rate	0.0885
Premium	**$710,426**

NON-BINDING INDICATION FOR Augusta Richmond County

AssuredPartners of Georgia, LLC Date: 3 February 2023

Non-Binding Indication

A. POLICY TERM

FROM: 1 March 2023 12:01 a.m. Standard Time
TO: 1 March 2024 12:01 a.m. Standard Time

B. NAMED INSURED

Augusta Richmond County and its wholly or majority owned subsidiaries, and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 500,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption; and Owned Network Interruption is limited to anywhere in the world except Cuba; Iran; North Korea; Russian Federation; Sudan; Syria; and Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine.

E. INSURANCE PROVIDED

Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

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Sub-Limited Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, not to exceed the limits of liability specified for the coverages indicated, while located as follows:

There shall be no liability under this Policy when "NOT COVERED" is shown.

See attached Schedule of Sub-Limited Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when “NOT COVERED” is shown as a sublimit.

Accounts Receivable	USD 2,500,000
Arson or Theft Reward	USD 250,000
Attraction Property	NOT COVERED
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Business Interruption	NOT COVERED
Communicable Disease - Property Damage	USD 1,000 **annual aggregate**
communication towers and associated equipment attached to towers	USD 50,000
Contractual Penalties	NOT COVERED
Crisis Management	NOT COVERED

Non-Binding Indication

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cyber event	1. USD 1,000 **annual aggregate** for Data Restoration 2. USD 1,000 **annual aggregate** for Data Service Provider - Property Damage 3. USD 50,000 **annual aggregate** for loss or damage to **stock in process** or finished goods manufactured by or for the Insured caused by or resulting from **cyber event** that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 **annual aggregate**
Data Service Provider - Business Interruption	NOT COVERED
Data Service Provider - Property Damage	USD 50,000 **annual aggregate**
Debris Removal	Policy Limit Not to exceed USD 1,000,000 for Location No. 139, 401 Walton Way, Augusta, Georgia, 30901, USA
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 100,000,000 **annual aggregate**, not to exceed USD 50,000 **annual aggregate** for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Errors and Omissions	USD 10,000,000
Expediting Expenses	USD 1,000,000
Extended Period of Liability	NOT COVERED
Extra Expense	USD 5,000,000
fine arts	USD 5,000,000, not to exceed USD 10,000 per item for **irreplaceable fine arts**

Non-Binding Indication

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Flood	USD 50,000,000 **annual aggregate**, not to exceed the following: 1. USD 5,000,000 **annual aggregate** for locations described on Tier I Flood Prone Locations, Appendix A, combined, not to exceed USD 2,000,000 **annual aggregate** for the following locations, combined: Location No. 017, 2421 Riverlook Drive, Augusta, Georgia, 30904, USA; Location No. 084, 2105 Lock & Dam Road, Augusta, Georgia, 30906, USA; Location No. 103, 1830 Chester Avenue, Augusta, Georgia, 30906, USA; Location No. 104, 1915 Lumpkin Road, Augusta, Georgia, 30906, USA; Location No. 153, 200 Dorsey Drive, Augusta, Georgia, 30905, USA and Location No. 154, 205 Dorsey Drive, Augusta, Georgia, 30905, USA 2. USD 50,000 **annual aggregate** for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Green Coverage	USD 100,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	NOT COVERED
Land and Water Clean Up Expense	USD 50,000 **annual aggregate**
landscaping, lawns, shrubs, trees and flowers	USD 100,000, not to exceed USD 1,000 per item
Leasehold Interest	NOT COVERED
Locks and Keys	USD 500,000
Logistics Extra Cost	NOT COVERED
Money and Securities	USD 250,000
Newly Acquired Property	USD 10,000,000
Off-Premises Service Interruption - Business Interruption	NOT COVERED

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Off-Premises Service Interruption - Property Damage	USD 1,000,000
Owned Network Interruption	NOT COVERED
pavements and roadways	USD 100,000
Professional Fees	USD 250,000
Property Removed from a Location	Policy Limit
property under construction	USD 500,000
Protection and Preservation of Property - Business Interruption	NOT COVERED
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
Soft Costs	USD 100,000
Supply Chain	NOT COVERED
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 **annual aggregate**, not to exceed USD 100,000 **annual aggregate** for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 100,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 5,000,000
valuable papers and records	USD 2,000,000, not to exceed USD 10,000 per item for **irreplaceable valuable papers and records**

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G. QUALIFYING PERIODS AND DEDUCTIBLES

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QUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage	24 hours
Off-Premises Service Interruption - Property Damage	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the **location** where loss or damage occurs, in accordance with the valuation section of this Policy.

2. The annual Business Interruption value that would have been earned at the **location** where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other **locations** where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

earthquake	USD 100,000 per **location**
Fine Arts and Valuable Papers and Records	USD 10,000

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Flood	USD 100,000 per **location** Except USD 500,000 per **location** for locations described on Tier I Flood Prone Locations, Appendix A
All Other Losses	USD 50,000

H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. Location Debris Removal Only Coverage (Property Damage) - PRO 383 (04/15)

PROPERTY EXCLUDED is amended to include the following:

Property at the following **location**(s):

Loc. No.	Title	Address
139		401 Walton Way, Augusta, Georgia, 30901, USA

Except for Debris Removal coverage.

This Policy covers Debris Removal for the following **location**(s):

Loc. No.	Title	Address
139		401 Walton Way, Augusta, Georgia, 30901, USA

2. Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

2020 Leona Street, Augusta, Georgia, 30901, USA
1559 Eagles Way, Augusta, Georgia, 30904, USA
1860 Kissinghower, Augusta, Georgia, 30906, USA
4977 Windsor Spring Road, Augusta, Georgia, 30906, USA

3. Personal Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

Personal Property at the following **location**(s):

Loc. No.	Title	Address
031		2260 Walton Way, Augusta, Georgia, 30904, USA
032		1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033		1447 Jackson Road, Augusta, Georgia, 30909, USA
034		1927 Lumpkin Road, Augusta, Georgia, 30906, USA
126		825 Telfair Street, Augusta, Georgia, 30901, USA

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4. Fort Gordon Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

All property at Fort Gordon, Augusta, Georgia, 30905, USA

Except for the following::

Fort Gordon Irrigation Water Treatment Plant, 200 Dorsey Drive, Fort Gordon, GA, 30905, USA
AUD Fort Gordon Admin Building, 205 Dorsey Drive, Fort Gordon, GA, 30905, USA

5. Transmission and Distribution Systems Exclusion - PRO 132 (01/19)

PROPERTY EXCLUDED is amended to include:

transmission and distribution systems, except at a **described location** but not within the 1,000 feet extension provided by the PROPERTY INSURED wording.

I. SPECIAL TERMS AND CONDITIONS

1. Historical Replacement Cost - PRO 157 (01/17)

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under ADDITIONAL COVERAGES, Demolition and Increased Cost of Construction.

2. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

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J. INDEX OF FORMS

The following forms are made part of this Policy:

Title	Form No.	Edition
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(01/20)
Tier I Flood Prone Locations, Appendix A		Version 001
All Risk Coverage	PRO AR 4100	(01/23)
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	(06/21)
Georgia Amendatory Endorsement	AFM 2376	(01/23)

Indication

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SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001		1501 Aviation Way, Augusta, Georgia, 30906, USA
002		902 Greene Street, Augusta, Georgia, 30901, USA
003		1568 Broad Street, Augusta, Georgia, 30904, USA
004		1898 Highland Avenue, Augusta, Georgia, 30911, USA
005		530 Greene Street, Augusta, Georgia, 30901, USA
006		520 Fenwick Street, Augusta, Georgia, 30901, USA
007		3421 Mike Padgett Highway, Augusta, Georgia, 30906, USA
008		1 7th Street, Augusta, Georgia, 30901, USA
009		2 10th Street, 901 & 902 Reynolds Street, Augusta, Georgia, 30901, USA
010		850 Ellis Street, Augusta, Georgia, 30901, USA
011		80 Milledge Road, Augusta, Georgia, 30904, USA
012		2314 Tobacco Road, Augusta, Georgia, 30906, USA
013		2463/2456 Golden Camp Road, Augusta, Georgia, 30906, USA
014		3157 Damascus Road, Augusta, Georgia, 30909, USA
015		1941 Phinizy Road, Augusta, Georgia, 30906, USA
016		425 Wood Street, Augusta, Georgia, 30904, USA
017		2421 Riverlook Drive, Augusta, Georgia, 30904, USA
018		1820 Doug Barnard Parkway, Augusta, Georgia, 30906, USA
019		2822 & 2835 Central Avenue, Augusta, Georgia, 30909, USA
020		1731 Tobacco Road and 234 Pistol Range Road, Augusta, Georgia, 30906, USA
021		101-104 Diamond Lakes Way and 4335 Windsor Spring Road, Hephzibah, Georgia, 30815, USA
022		3647 Karleen Road, Augusta, Georgia, 30906, USA
023		3866 Mike Padgett Highway Lot 56, Augusta, Georgia, 30906, USA
024		1101 Bennock Mill Road, Augusta, Georgia, 30906, USA
025		2098 Greenland Road, Augusta, Georgia, 30805, USA
026		1941 Lumpkin Road, Augusta, Georgia, 30906, USA
028		911 4th Street, Augusta, Georgia, 30901, USA
029		4136 Mack Lane, Augusta, Georgia, 30906, USA
030		1840 Wylds Road, Augusta, Georgia, 30909, USA
031		2260 Walton Way, Augusta, Georgia, 30904, USA
032		1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033		1447 Jackson Road, Augusta, Georgia, 30909, USA
034		1927 Lumpkin Road, Augusta, Georgia, 30906, USA
035		346 Watkins Street, Augusta, Georgia, 30906, USA
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
037		3507 GA Highway 88, Blythe, Georgia, 30805, USA
038		3705 Old Waynesboro Road, Augusta, Georgia, 30906, USA
039		4185 Windsor Spring Road, Augusta, Georgia, 30906, USA
040		3446 Old Louisville Road, Augusta, Georgia, 30906, USA
041		2619 Lumpkin Road, Augusta, Georgia, 30906, USA
042		2618 Richmond Hill Road, Augusta, Georgia, 30906, USA
043		2108 Old Savannah Road, Augusta, Georgia, 30906, USA
045		1920 Martin Luther King Jr Boulevard, Augusta, Georgia, 30901, USA
046		3909 Wrightsboro Road, Augusta, Georgia, 30909, USA

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047		302 Watkins Street, Augusta, Georgia, 30901, USA
048		2163 Central Avenue, Augusta, Georgia, 30904, USA
049		2830 Central Avenue, Augusta, Georgia, 30909, USA
050		1425 Walton Way, Augusta, Georgia, 30901, USA
051		1099 Reynolds Street, Augusta, Georgia, 30901, USA
052		3507 Walton Way, Augusta, Georgia, 30906, USA
053		2625 Washington Road, Augusta, Georgia, 30904, USA
054		1866 Ellis Street, Augusta, Georgia, 30904, USA
055		2163 Central Avenue, Augusta, Georgia, 30904, USA
056		1898 Martin Luther King Jr Boulevard, Augusta, Georgia, 30901, USA
057		1600 Brown Street, Augusta, Georgia, 30901, USA
058		1 Broad Street, Augusta, Georgia, 30901, USA
059		2917 Willis Foreman Road, Hephzibah, Georgia, 30815, USA
060		1898 Highland Avenue, Augusta, Georgia, 30904, USA
061		2316 Tobacco Road, Augusta, Georgia, 30906, USA
063		520 Greene Street, Augusta, Georgia, 30901, USA
065		1A 5th Street, Augusta, Georgia, 30901, USA
066		525 Telfair Street, Augusta, Georgia, 30901, USA
067		2029 Lumpkin Road, Augusta, Georgia, 30906, USA
068		401 Hale Street, Augusta, Georgia, 30901, USA
069		3423 Mike Padgett Highway, Augusta, Georgia, 30906, USA
070		5th Laney Walker Boulevard, Augusta, Georgia, 30901, USA
071		1698 Hunter Street, Augusta, Georgia, 30901, USA
072		3116A Augusta Tech Drive, Augusta, Georgia, 30906, USA
073		702 3rd Street, Augusta, Georgia, 30901, USA
074		120 Watkins Street, Augusta, Georgia, 30906, USA
075		4330 Deans Bridge Road, Blythe, Georgia, 30805, USA
076		1815 Marvin Griffin Road, Augusta, Georgia, 30906, USA
077		2051 Division Street, Augusta, Georgia, 30904, USA
078		1157 5th Street, Augusta, Georgia, 30901, USA
081		328 Riverfront Drive, Augusta, Georgia, 30901, USA
082		1708-1710 Highland Ave, Augusta, Georgia, 30904, USA
083		1600 Troupe Street, Augusta, Georgia, 30906, USA
084		2105 Lock & Dam Road, Augusta, Georgia, 30906, USA
085		622 4th Street, Augusta, Georgia, 30901, USA
086		2027 Lumpkin Road, Augusta, Georgia, 30906, USA
087		1800 Heath Street, Augusta, Georgia, 30904, USA
088		1488 Eisenhower Drive, Augusta, Georgia, 30904, USA
089		965 Hickman Road, Augusta, Georgia, 30904, USA
090		2510 Allen Street, Augusta, Georgia, 30904, USA
091		1349 Community Park Road, Augusta, Georgia, 30906, USA
092		308 Warren Road, Augusta, Georgia, 30907, USA
093		644 Aiken Street, Augusta, Georgia, 30901, USA
094		1014 11th Avenue, Augusta, Georgia, 30901, USA
095		1200 Nellieville Road, Augusta, Georgia, 30901, USA
097		3461 Old McDuffie Road, Augusta, Georgia, 30906, USA
098		2315 Tobacco Road, Augusta, Georgia, 30906, USA
099		2107 Telfair Street, Augusta, Georgia, 30904, USA
100		87 Milledge Road, Augusta, Georgia, 30904, USA
102		1500 Holley Street, Augusta, Georgia, 30901, USA
103		1830 Chester Avenue, Augusta, Georgia, 30906, USA
104		1915 Lumpkin Road, Augusta, Georgia, 30906, USA
105		2740 Mayo Road, Augusta, Georgia, 30907, USA

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106		1610 Hunter Street, Augusta, Georgia, 30901, USA
107		902 James Brown Boulevard, Augusta, Georgia, 30901, USA
108		1132 Merry Street, Augusta, Georgia, 30904, USA
109		432 Telfair Street, Augusta, Georgia, 30901, USA
110		836 Reynolds Street, Augusta, Georgia, 30901, USA
111		3101 Wrightsboro Road, Augusta, Georgia, 30906, USA
112		2001 Lumpkin Road, Augusta, Georgia, 30906, USA
113		101 Riverfront Drive, Augusta, Georgia, 30901, USA
114		3129 GA Highway 88, Blythe, Georgia, 30805, USA
115		2540 Wheeler Road, Augusta, Georgia, 30904, USA
116		1516 Fenwick Street, Augusta, Georgia, 30904, USA
117		1546 Broad Street, Augusta, Georgia, 30904, USA
118		1828 Smith Cemetery Road # 1835, Augusta, Georgia, 30906, USA
119		2760 Peach Orchard Road, Augusta, Georgia, 30906, USA
120		4H Club Rd, Augusta, Georgia, 30906, USA
121		1506 4-H Club Road, Augusta, Georgia, 30906, USA
122		600 Broad Street, Augusta, Georgia, 30901, USA
123		3824 Maddox Road, Augusta, Georgia, 30909, USA
124		3125 Deans Bridge Road, Augusta, Georgia, 30906, USA
125		3117 Deans Bridge Road, Augusta, Georgia, 30906, USA
126		825 Telfair Street, Augusta, Georgia, 30901, USA
127		735 James Brown Boulevard, Augusta, Georgia, 30901, USA
128		3050 Deans Bridge Road, Augusta, Georgia, 30906, USA
129		2816 Washington Road, Augusta, Georgia, 30909, USA
130		1056 Alexander Drive, Augusta, Georgia, 30909, USA
131		1835 Wylds Road, Augusta, Georgia, 30909, USA
132		2023 Highland Avenue, Augusta, Georgia, 30904, USA
133		3409 Mike Padgett Highway, Augusta, Georgia, 30906, USA
134		400 & 402 Walton Way, Augusta, Georgia, 30901, USA
135		511 Reynolds Street, Augusta, Georgia, 30901, USA
136		3463A & 3463B Peach Orchard Road, Augusta, Georgia, 30906, USA
137		452 Walker Street, Augusta, Georgia, 30901, USA
139		401 Walton Way, Augusta, Georgia, 30901, USA
146		712 4th Street, Augusta, Georgia, 30901, USA
147		3405 Mike Padgett Highway, Augusta, Georgia, 30906, USA
148		1850 Broad Street, Augusta, Georgia, 30904, USA
150		928 Telfair Street, Augusta, Georgia, 30901, USA
151		2844 Regency Boulevard Buildings A & B, Augusta, Georgia, 30904, USA
152		2820 Old Highway 1, Hephzibah, Georgia, 30815, USA
155		1001 4th Street, Augusta, Georgia, 30901, USA

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SCHEDULE OF SUB-LIMITED LOCATIONS

Sub-Limited Location Schedule

Loc. No.	Title	Address
153		200 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
Personal Property		USD 5,232,400
Real Property		USD 21,852,480

154		205 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
Personal Property		USD 267,800
Real Property		USD 2,403,773

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TIER I FLOOD PRONE LOCATIONS, APPENDIX A

Account No. 1-66650

Policy No. TBD

Location No.	Street Address	City	County	State/Province	Postal	Country
002	902 Greene Street	Augusta	Richmond	Georgia	30901	United States of America
003	1568 Broad Street	Augusta	Richmond	Georgia	30904	United States of America
005	530 Greene Street	Augusta	Richmond	Georgia	30901	United States of America
006	520 Fenwick Street	Augusta	Richmond	Georgia	30901	United States of America
008	1 7th Street	Augusta	Richmond	Georgia	30901	United States of America
009	2 10th Street, 901 & 902 Reynolds Street	Augusta	Richmond	Georgia	30901	United States of America
010	850 Ellis Street	Augusta	Richmond	Georgia	30901	United States of America
016	425 Wood Street	Augusta	Richmond	Georgia	30904	United States of America
017	2421 Riverlook Drive	Augusta	Richmond	Georgia	30904	United States of America
018	1820 Doug Barnard Parkway	Augusta	Richmond	Georgia	30906	United States of America
028	911 4th Street	Augusta	Richmond	Georgia	30901	United States of America
032	1237 Laney Walker Boulevard	Augusta	Richmond	Georgia	30901	United States of America
035	346 Watkins Street	Augusta	Richmond	Georgia	30906	United States of America
045	1920 Martin Luther King Jr Boulevard	Augusta	Richmond	Georgia	30901	United States of America
047	302 Watkins Street	Augusta	Richmond	Georgia	30901	United States of America
051	1099 Reynolds Street	Augusta	Richmond	Georgia	30901	United States of America
056	1898 Martin Luther King Jr Boulevard	Augusta	Richmond	Georgia	30901	United States of America
058	1 Broad Street	Augusta	Richmond	Georgia	30901	United States of America
063	520 Greene Street	Augusta	Richmond	Georgia	30901	United States of America
065	1A 5th Street	Augusta	Richmond	Georgia	30901	United States of America
066	525 Telfair Street	Augusta	Richmond	Georgia	30901	United States of America
068	401 Hale Street	Augusta	Richmond	Georgia	30901	United States of America
073	702 3rd Street	Augusta	Richmond	Georgia	30901	United States of America
074	120 Watkins Street	Augusta	Richmond	Georgia	30906	United States of America
075	4330 Deans Bridge Road	Blythe	Richmond	Georgia	30805	United States of America
078	1157 5th Street	Augusta	Richmond	Georgia	30901	United States of America
084	2105 Lock & Dam Road	Augusta	Richmond	Georgia	30906	United States of America
085	622 4th Street	Augusta	Richmond	Georgia	30901	United States of America
093	644 Aiken Street	Augusta	Richmond	Georgia	30901	United States of America
103	1830 Chester Avenue	Augusta	Richmond	Georgia	30906	United States of America
104	1915 Lumpkin Road	Augusta	Richmond	Georgia	30906	United States of America
107	902 James Brown Boulevard	Augusta	Richmond	Georgia	30901	United States of America
109	432 Telfair Street	Augusta	Richmond	Georgia	30901	United States of America

TIER I FLOOD PRONE LOCATIONS, APPENDIX A

Account No. **1-66650**

Policy No. **TBD**

Location No.	Street Address	City	County	State/Province	Postal	Country
110	836 Reynolds Street	Augusta	Richmond	Georgia	30901	United States of America
113	101 Riverfront Drive	Augusta	Richmond	Georgia	30901	United States of America
117	1546 Broad Street	Augusta	Richmond	Georgia	30904	United States of America
121	1506 4-H Club Road	Augusta	Richmond	Georgia	30906	United States of America
122	600 Broad Street	Augusta	Richmond	Georgia	30901	United States of America
126	825 Telfair Street	Augusta	Richmond	Georgia	30901	United States of America
127	735 James Brown Boulevard	Augusta	Richmond	Georgia	30901	United States of America
134	400 & 402 Walton Way	Augusta	Richmond	Georgia	30901	United States of America
135	511 Reynolds Street	Augusta	Richmond	Georgia	30901	United States of America
137	452 Walker Street	Augusta	Richmond	Georgia	30901	United States of America
139	401 Walton Way	Augusta	Richmond	Georgia	30901	United States of America
146	712 4th Street	Augusta	Richmond	Georgia	30901	United States of America
150	928 Telfair Street	Augusta	Richmond	Georgia	30901	United States of America
153	200 Dorsey Drive	Augusta	Richmond	Georgia	30905	United States of America
154	205 Dorsey Drive	Augusta	Richmond	Georgia	30905	United States of America
155	1001 4th Street	Augusta	Richmond	Georgia	30901	United States of America

AUGUSTA RICHMOND COUNTY

Submissions & Declinations:

Berkshire – Declined

Hartford - Declined - will not write standalone Property must write General

Liability Liberty Mutual – Cannot provide flood coverage

Risk Place Services (Broker) – Declined

SwissRe – Declined

Travelers - Cannot provide flood coverage

Commission Meeting

February 21, 2023

Insurance Brokerage Services

Department:	Finance- Risk Management Division
Presenter:	Donna Williams
Caption:	Motion to approve Insurance Brokerage Services for 2023 RFQ item #22-274 offered through Marsh McLennan Agency, to include Commercial Property Insurance (including Boiler and Machinery), Public Officials Liability /Employment Practices Liability (POL/EPL), and maintain the Surety Bond for Augusta, GA and additional services as requested.
Background:	RFP Item #22-274 was issued on July 29, 2022. Six (6) companies responded and were evaluated; the three (3) with the highest scores made presentations. The selection committee chose Marsh McLennan as the best brokerage firm. Marsh McLennan will seek annual quotes from the insurance market for "all risk" coverage on all lines of insurance needs. Quotes are obtained from only carriers with an A or better rating.
Analysis:	N/A
Financial Impact:	Funds are budgeted in Risk Management's 2023 budget. Annual broker services fee is 6% of the annual insurance policy premiums.
Alternatives:	N/A
Recommendation:	Approve Insurance Brokerage Services with Marsh McLennan effective March 1, 2023- December 31, 2024.
Funds are available in the following accounts:	611015212 Risk Management General Insurance Account
REVIEWED AND APPROVED BY:	N/A

Request for Proposals

Request for Proposals will be received at this office until **Friday, July 29, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 848 4250 4083; Passcode: 608769 for furnishing:**

RFP Item # 22-274 **Insurance Brokerage Services for Risk Management for Augusta, GA – Finance Department – Risk Management**

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

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

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

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, July 15, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 23, 30, 2022 and July 7, 14, 2022
Metro Courier	June 23, 2022

Revised: 3/22/21

RFP Opening - RFP Item #22-274
Insurance Brokerage Services for Risk Management
for Augusta, GA - Finance Department-Risk Management
Date: Friday, July 29, 2022 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out:
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Georgia Procurement Registry:
Total packages submitted: 6
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	7 Copies	Fee Proposal
Marsh McLennan Agency 2601 Commons Blvd. Augusta, GA 30909	Yes	Yes	834460	Yes	Yes	Yes	Yes
Arthur J. Gallagher Risk Management Services 1050 Crown Pointe Pkwy., Suite 600 Atlanta, GA 30338	Yes	Yes	87458	Yes	Yes	Yes	Yes
Assured Partners 1220 Greene Street AUGUSTA, GA 30901	Yes	Yes	1318937	Yes	Yes	Yes	Yes
McGriff Insurance Services, Inc. 3400 Overton Park Dr., SE Suite 300 Atlanta, GA 30339	Yes	Yes	53929	Yes	Yes	Yes	Yes
Aon Risk Services South, Inc. 3550 Lenox Rd. NE Suite 1700 Atlanta, GA 30326	Yes	Yes	208722	Yes	Yes	Yes	Yes
Relation Insurance, Inc. 5825 Medlock Bridge Pkwy., Suite 100 Johns Creek, GA 30022	Yes	Yes	571783	Yes	Yes	Yes	Yes

RFP Item #22-274
Insurance Brokerage Services for Risk Management
for Augusta, GA - Finance Department-Risk Management
RFP Evaluation Meeting: Wednesday, October 12, 2022 @ 2:00 p.m.

Vendors			Marsh McLennan Agency 2601 Commons Blvd. Augusta, GA 30909	Arthur J. Gallagher Risk Management Services 1050 Crown Pointe Pkwy., Suite 600 Atlanta, GA 30338	Assured Partners 1220 Greene Street AUGUSTA, GA 30901	McGriff Insurance Services, Inc. 3400 Overton Park Dr., SE Suite 300 Atlanta, GA 30339	Aon Risk Services South, Inc. 3550 Lenox Rd. NE Suite 1700 Atlanta, GA 30326	Relation Insurance, Inc. 5825 Medlock Bridge Pkwy., Suite 100 Johns Creek, GA 30022	Marsh McLennan Agency 2601 Commons Blvd. Augusta, GA 30909	Arthur J. Gallagher Risk Management Services 1050 Crown Pointe Pkwy., Suite 600 Atlanta, GA 30338	Assured Partners 1220 Greene Street AUGUSTA, GA 30901	McGriff Insurance Services, Inc. 3400 Overton Park Dr., SE Suite 300 Atlanta, GA 30339	Aon Risk Services South, Inc. 3550 Lenox Rd. NE Suite 1700 Atlanta, GA 30326	Relation Insurance, Inc. 5825 Medlock Bridge Pkwy., Suite 100 Johns Creek, GA 30022
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**											
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						**Weighted Scores**					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	4.7	4.8	4.5	4.1	4.0	3.3	70.0	72.5	67.5	61.3	60.0	50.0
3. Organization & Approach	(0-5)	20	4.6	4.9	3.3	4.2	4.1	3.7	91.7	98.3	66.7	83.3	81.7	73.3
4. Scope of Services Experience and approach to the Scope of Services included in Section 3 to include details on the following items. a. Brokerage Agency/Firm years of experience as related to requested services. b. Experience providing all categories of insurance brokerage services to include management of Surety Bonds to governmental entities. Response to the Questionnaire include in Section 4.	(0-5)	20	4.8	4.9	2.7	4.4	4.2	4.2	96.7	98.3	53.3	88.3	83.3	83.3
5. Financial Stability	(0-5)	5	4.8	4.8	4.7	4.2	4.0	3.3	24.2	24.2	23.3	20.8	20.0	16.7
6. References	(0-5)	5	4.3	4.7	3.0	4.3	3.7	3.3	21.7	23.3	15.0	21.7	18.3	16.7
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				50.0	0.0	50.0	0.0	0.0	0.0
Within CSRA	5	6							0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	5	4		5		5	5	5	0.0	20.0	0.0	20.0	20.0	20.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2							0.0	0.0	0.0	0.0	0.0	0.0
• All Others	5	1							0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			28.3	29.2	23.2	26.2	24.9	22.8	354.2	336.7	275.8	295.4	283.3	260.0
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							0	0	0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5							0	0	0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)									**Cost/Fee Proposal Consideration**					
Lowest Fees	5	10							0	0	0	0	0	0
Second	5	6							0	0	0	0	0	0
Third	5	4							0	0	0	0	0	0
Forth	5	2							0	0	0	0	0	0
Fifth	5	1							0	0	0	0	0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0	0	0	0	0	0	0	0	0	0	0	0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
Total Cumulative Score			28.3	29.2	23.2	26.2	24.9	22.8	354.2	336.7	275.8	295.4	283.3	260.0

Internal Use Only

Evaluator: Cummulative Date: 10-11-22

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 10-11-22

Finance Department

Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA, CGMA
Deputy Director

November 16, 2022

Ms. Geri Sams
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: 22-274 Insurance Brokerage Services

Dear Ms. Sams:

The Evaluation Committee for the Insurance Brokerage Services (RFP #22-274) evaluated six submissions and scheduled presentations from the three highest scoring firms. It is the consensus and recommendation of the Evaluation Committee that the Marsh McLennan Agency be awarded this engagement. At this point it would be appropriate to request a draft contract.

Please let me know if there are any questions.

Thank you.

Sincerely,

Donna B. Williams

Donna B. Williams, CGFM

Finance Director

Cc: Phyllis Johnson, Compliance Officer
Nancy Williams, Quality Assurance Analyst

AUGUSTA, GEORGIA FINANCE DEPARTMENT, RISK MANAGEMENT DIVISION

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

AUGUSTA, GEORGIA

AND

MARSH & MCLENNAN AGENCY LLC

This Agreement made and entered into this _____ day of _____ 202_ (the "Effective Date"), by and between Augusta, Georgia, (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Finance Division, Risk Management Department ("Risk") whose address is 535 Telfair Street, Augusta, GA, and Marsh & McLennan Agency LLC, (hereinafter referred to as MMA) a Delaware corporation whose address is 1166 Avenue of the Americas, New York, New York.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMA and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. MMA will conduct those activities as indicated in RFP 22-274, Section III, "Scope of Services," which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:

Pre-Marketing Services

(a) Conduct an initial strategy discussion in advance of each placement;
(b) Assist Augusta in assessing Augusta's risks and in developing insurance specifications which MMA will submit to insurers;
(c) Recommend potential insurers;

Marketing and Placement Services

(d) Solicit quotes from insurers that Augusta selects;
(e) Negotiate on Augusta's behalf with insurers;
(f) Assist Augusta in evaluating the options received from insurers;
(g) Use best efforts to place insurance for Augusta, but only after Augusta has authorized MMA to bind coverage for Augusta;

Services related to MMA placements

(h) Deliver confirmation of coverage once it is placed;
(i) Follow up with insurance carriers to obtain policies and/ or endorsements. MMA may deliver Augusta's insurance policies and endorsements to Augusta electronically;
(j) Review policies and endorsements for conformity with agreed terms and coverages;
(k) Provide coverage summaries;
(l) At Augusta's request, issue certificates or memoranda of insurance and/or auto identification cards;
(m) Review premium and exposure audits, rating adjustments, dividend calculations and loss data;
(n) Provide Augusta with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from Augusta;
(o) Monitor published financial information of Augusta's current insurers and alert Augusta when one of those insurers falls below MMA's minimum financial guidelines.

Claims-Related Services

(p) Provide the following claims-related services:
- Evaluate coverage applicability on all MMA placed business
- Assist Augusta in the development of settlement strategies
- Assist Augusta with insurer negotiations.

ARTICLE II

GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, two years from the

Effective Date, unless extended by written amendment. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

B. The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia.

C. Taxes and Fees. MMA may place insurance for Augusta that may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. Augusta agrees to pay such taxes and fees. MMA will remit any taxes and fees that it collects from you to the appropriate authorities.

D. Augusta shall be solely responsible for the accuracy and completeness of all information that Augusta furnishes to MMA and/or insurers, and Augusta shall sign any required application for insurance. MMA shall not be responsible to verify the accuracy or completeness of any information that Augusta provides, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to Augusta, including the placement of insurance on your behalf, that are based on inaccurate or incomplete information provided to Marsh & McLennan Agency. Augusta understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage. Augusta will review all policy documents provided to Augusta by MMA.

ARTICLE III
CONSIDERATION/FEES

A. Augusta shall pay to MMA an annual fee of 6% of the annual insurance policy premiums. The annual fee shall be paid commencing the effective date of the agreement and at

each anniversary date thereafter. Appendix B, “Standard Compensation Disclosure,” is included hereby. Additional services shall be agreed on advance and reflected in an amendment to this Agreement or a separate Agreement, both in writing and signed by both parties.

B. Adjustment in price in this Agreement shall be computed in one of the following ways:

a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;

b. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF MMA

MMA hereby represents and warrants to RISK as follows:

A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by MMA and constitutes a legal, valid and binding obligation of MMA, enforceable against MMA in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

B. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by MMA, nor the performance by MMA of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to MMA, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which MMA

is a party or by which MMA or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of MMA under any agreement or instrument to which MMA is a party or by which MMA or its assets may be bound or affected.

C. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by MMA or the performance of its obligations hereunder, except such as have been duly obtained or made.

D. Financial Condition. There has been no material adverse change in the financial condition of MMA that would impair the ability of MMA to perform its obligations under this Agreement.

E. No Collusion. MMA's Proposal is genuine and not collusive or a sham. MMA has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of MMA's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

F. Information Supplied By MMA. The information supplied and representations and warranties made by MMA and in all submittals made in response to the RFP, including MMA's Proposal, and in all post-proposal submittals with respect to MMA (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. MMA's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

G. Ethics: Gratuities and Kickbacks. Neither MMA, any subsidiary, or any agent or other representative of MMA has given or agreed to give, any employee or former employee of RISK or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

H. Contingent Fees. The MMA 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 MMA for the purpose of securing business and that the MMA has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the 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.

I. Existence and Powers. MMA is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

J. Augusta's selection of the MMA was made with specific reliance on the qualifications and experience of specific MMA staff identified in the MMA's response to RFP 22-274, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or Risk, MMA agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in MMA's response.

K. MMA does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which MMA shall endeavor to make known to Augusta. MMA shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. MMA does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Augusta. MMA will not take any action to replace Augusta's insurers unless Augusta instructs MMA to do so. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to Augusta. Any reports or advice provided by MMA should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, MMA recommends that Augusta seek Augusta's own advice on such matters from professional accounting, legal, regulatory and tax advisors.

L. MMA will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to MMA's engagement.

M. MMA may provide to Augusta information and services related to insurance regulatory and insurance tax issues relating to Augusta's insurance program. Any reports or advice provided by MMA will be based on publicly available information and MMA's experience as an insurance broker and risk consultant in dealing with such matters for other

clients and should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, MMA recommends that Augusta seek Augusta's own advice on accounting, legal, regulatory and tax matters from professional legal and tax advisers.

N. MMA may provide Augusta with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to MMA are inaccurate or incomplete or should change, the Modeling and Analytics provided by MMA could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by MMA. They are provided solely for Augusta's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. MMA shall have no liability to any third party in connection with these services or to you with regard to any services performed or provided by a third party. Except to Augusta's insurers in connection with the placement of coverage by MMA and to the extent permitted by law including the Georgia Open Records Act, Augusta shall not share any of MMA's Modeling and Analytics work product with a third party without MMA's prior written consent.

ARTICLE V
INSURANCE

MMA ("Contractor") shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta ("the County") evidence of a policy or policies of insurance as enumerated below.

A. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than $1,000,000.

B. A policy of Professional Liability, Errors and Omissions with limits not less than $1,000,000.

C. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:

    a. Worker's Compensation – Statutory coverage

    b. Employer's Liability - $1,000,000

D. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

E. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made form coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

Additional Insured and Primary Insurance Provisions:

F. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County.

G. In addition, Contractor's insurance shall be primary as respects the County, and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.

H. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

I. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

J. A copy of the endorsement naming the County as an Additional Insured showing the policy number and signed by an authorized representative of the insurance company for Commercial General Liability and Worker's Compensation.

K. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated reduced or otherwise materially changed without providing at lease forty-five (45) days prior written notice to the County.

L. **Policy Rating**. All policies shall be subject to approval by the County Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.

M. **Self-Insurance**. Should Contractor be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should

advise how Contractor would protect and defend the County as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.

N. **Subcontractors**. Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

O. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Termination of the Agreement for Default. Failure of the MMA, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the MMA pursuant to this term.

B. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors**: The MMA makes a general assignment for the benefit of creditors.

2. **Bankruptcy**: The MMA files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership**: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the MMA in any proceeding brought by or against the MMA, or the MMA consents to or acquiesces in such appointment.

E. Termination. Either party may terminate this Agreement upon 90 days' prior written notice. If MMA terminates this Agreement, Marsh & McLennan Agency's

compensation will be adjusted pro-rata to reflect the duration of the Agreement. If Augusta terminate this Agreement, Marsh & McLennan Agency's annual compensation will be deemed earned as follows and each anniversary date thereafter: 60% at the commencement of the current contract year; 75% after four months of the current contract year; and 100% after seven months of the current contract year.

F. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the MMA fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that the MMA makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Risk.

G. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unliterally order a temporary stopping of the work, or delaying of the work to be performed by MMA under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. MMA will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by MMA herein, or to the wages paid by MMA to its employees.

B. MMA will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by MMA for sole purposes of Risk under the terms of this Agreement will at all times be the exclusive property of Risk.

D. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of MMA and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. Risk Approvals and Consents. When this Agreement requires any approval or consent by Augusta to a MMA submission, request or report, the approval or consent shall be given by Risk's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by Risk with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the MMA that do not, by their terms or the terms of this Agreement, require a response or action, if Risk does not find a request, report or submittal acceptable, it shall provide written response to MMA describing its objections and the reasons therefore within thirty (30) days of the Risk's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta: Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901

Augusta Finance Department
535 Telfair Street
Augusta, Georgia 30901
Attn: Judy Blackstone

With a Copy to:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For MMA:

Marsh McLennan Agency LLC
2601 Commons Blvd.
Augusta, GA 30909
Attn: Phil Harison, Jr

J. Nondiscrimination. During the performance of services under this Agreement, MMA agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. MMA will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

K. Indemnification. MMA hereby agrees to hold harmless, indemnify and defend Augusta, Georgia, the Augusta Finance Department, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by MMA its officers, employees, sub-MMAs, or other representatives.

L. Compliance with laws: The MMA shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the MMA and Augusta. MMA shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

M. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

N. MMA ("Contractor") acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia,

however characterized, including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

O. 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.

P. Throughout the term of this contract, MMA will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the

basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. MMA will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). MMA certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. MMA further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, MMA will promptly disclose to Augusta f this certification ceases to be accurate at any point during the contract period. As applicable, MMA will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Q. Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of MMA or any subcontractor of MMA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. MMA agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of MMA which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

R. Independent Contractor. The MMA shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

S. Assignment and Subcontracting. The MMA shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the MMA hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

T. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. MMA by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

U. Invalid Provisions: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Risk or MMA in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

V. Waivers. Failure by Augusta to insist upon the strict performance by the MMA of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of

any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the MMA.

W. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, MMA hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and MMA's response to RFP 22-274 (Exhibit "A"), the MMA's response to RFP 22-274 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Marsh McLennan Agency LLC

By:_____

Name: Phil Harison, Jr

Title: Managing Director

Date:_____

Augusta, Georgia

By:_____

Name:

Title: Mayor

Date:_____

Finance Department/Risk Management

By:_____

Name:_____

Title:_____

Date:_____

Attest: _____
Lena J. Bonner, Clerk of Commission

APPENDIX A
RFP 22-274 and MMA'S RESPONSE TO RFP 22-274

Appendix B
Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.

- Client Fees – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the

amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

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.

Commission Meeting

February 21, 2023

Item Name: Accountability Court Grant FY23 SAMHSA

Department:	Richmond County State Court Accountability Court
Presenter:	Crystal Page
Caption:	Motion to approve Accountability Court applying for FY 23 SAMHSA grant
Background:	Accountability Court DUI & Veterans Court programs are requesting to apply for SAMHSA grant funds to assist in the operation of these programs. The court was awarded these funds in 2018 for 5 years and these current funds expire on 9/30/23.
Analysis:	None
Financial Impact:	None
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	No Match required
REVIEWED AND APPROVED BY:	N/A

Department of Health and Human Services

Substance Abuse and Mental Health Services Administration

FY 2023 Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts

(Short Title: SAMHSA Treatment Drug Courts)

(Initial Announcement)

Notice of Funding Opportunity (NOFO) No. TI-23-007

Assistance Listing Number: 93.243

Key Dates:

Application Deadline	**Applications are due by March 6, 2023.**
Intergovernmental Review (E.O. 12372)	**Applicants must comply with E.O. 12372 if their state(s) participate(s). Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.**
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	**Applicants must send the PHSIS to appropriate state and local health agencies by the administrative deadline. Comments from the Single State Agency are due no later than 60 days of the application deadline.**

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EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), is accepting applications for the fiscal year (FY) 2023 Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts program (Short Title: SAMHSA Treatment Drug Courts). The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. The program recognizes the need for treatment instead of incarceration for individuals with SUDs. These awards provide a continuum of care, including prevention, harm reduction, treatment, and recovery services, for individuals with SUD involved with the courts. Harm reduction services funded under this award must adhere to federal, state, and local laws, regulations, and other requirements related to such programs or services. Award recipients will be expected to screen and assess clients for the presence of SUD and/or co-occurring substance use and mental disorders, screen for infectious diseases for which those with SUDs are at high risk and provide evidence-based and population appropriate harm reduction, treatment, and recovery support services. With this program, SAMHSA aims to improve abstinence from substance use, housing stability, employment status, social connectedness, health/behavioral/social consequences, and reduce criminal justice involvement.

Funding Opportunity Title:	Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts (Short Title: SAMHSA Treatment Drug Courts)
Funding Opportunity Number:	TI-23-007
Due Date for Applications:	March 6, 2023
Estimated Total Available Funding:	Up to $32,400,000
Estimated Number of Awards:	81 (At least 5 awards will be made to tribes/tribal organizations and at least 16 awards will be made to FTDCs, pending sufficient application volume from these groups and the strengths and weaknesses of the application as identified by peer reviewers.)
Estimated Award Amount:	Up to $400,000 per year per award
Cost Sharing/Match Required:	No
Anticipated Project Start Date:	September 30, 2023
Anticipated Award Date:	August 31, 2023

Length of Project Period:	Up to 5 years
Eligible Applicants:	Eligible applicants are States, political subdivisions of States, Indian tribes, or tribal organizations (as such terms are defined in section 4 of the Indian Self-Determination and Education Assistance Act), health facilities, or programs operated by or in accordance with a contract or grant with the Indian Health Service, or other public or non-profit private entities. [See Section III-1 for complete eligibility information.]
Authorizing Statute:	Section 509 (42 USC 290bb-2) of the Public Health Service Act, as amended.

Be sure to check the SAMHSA website periodically for any updates on this program.

All applicants MUST register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- **The applicant organization MUST be registered in NIH's eRA Commons; AND**
- **The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.**

No exceptions will be made.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see Appendix A of this NOFO for all registration requirements).

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

I. PROGRAM DESCRIPTION

1. PURPOSE

The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. The program recognizes the need for treatment instead of incarceration for individuals with SUDs. These awards provide a continuum of care, including prevention, harm reduction, treatment, and recovery services, for individuals with SUD involved with the courts. Harm reduction services funded under this award must adhere to federal, state, and local laws, regulations, and other requirements related to such programs or services.

The population of focus is adults diagnosed with a substance use disorder as their primary condition that participate in the Adult Tribal Healing to Wellness Courts, Family Treatment Drug Courts (FTDC) and Adult Treatment Drug Court (ATDC) models. These can include Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) Courts, Co-Occurring Drug and Mental Health Courts, Veterans Treatment Courts, and Municipal Courts using the problem-solving court model.

Recipients will be expected to provide a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective SUD treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties. Family drug court applicants will be expected to do the same with an added focus on family preservation and promoting the wellness of the family.

SAMHSA Treatment Drug Courts awards are authorized under Section 509 (42 U.S.C 290bb-2) of Public Health Service Act, as amended.

2. KEY PERSONNEL

Key personnel are staff members who must be part of the project regardless of whether they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect SAMHSA's expectation of diversity, equity, and inclusion in the selection of staff.

The key personnel for this program will be the Project Director with a minimum level of effort of 0.20 FTE.

The Project Director must have direct experience working with an adult or family treatment drug court or adult tribal healing to wellness court, with an in-depth understanding of its operations and of Adult or Family Drug Court Best Practice Standards or Tribal Court Model Key Components. They must also be able to demonstrate an understanding of evidence-based substance use disorder (SUD) treatment, the role and scope of long-term recovery supports, and the long-term nature of SUDs.

If awarded, recipients will be notified by SAMHSA about whether the individual designated for this position has been approved. If recipients need to replace a Key Personnel during the project period, the individual proposed for the vacant position requires prior approval by SAMHSA after review of credentials of the staff member and the job description.

3. REQUIRED ACTIVITIES

Required activities are the activities that every recipient must implement. They must be reflected in the Project Narrative of your application. This is in response to Section V of this NOFO.

Project implementation is expected to begin by the fourth month of the award. **In the Project Narrative (B.1), applicants must indicate the total number of unduplicated individuals that will be served each year of the award and over the total project period. Recipients are expected to achieve the numbers that are proposed.**

SAMHSA expects drug court recipients to serve a minimum of 40 clients per year (a minimum of 35 clients per year for FTDCs). Applicants proposing to serve fewer than the minimum number of clients per year:

- Must provide a justification in Section B: Proposed Implementation Approach that details why they cannot meet the minimum expectation.

- Should consider applying for less than the maximum award amount of up to $400,000 per year. Applicants are encouraged to apply only for the award amount which they can reasonably expend based on the activities proposed in their application, including the number of clients they propose to serve annually.

Treatment that includes medication is an evidence-based SUD treatment approach for alcohol and opioid use disorders (AUD and OUD, respectively) and SAMHSA supports the right of individuals to have access to FDA-approved medications. Applicants must provide affirmation, in Attachment 9, that the treatment drug court(s) will not deny access to the program to any eligible client for initiating or continuing FDA-approved medications for SUD treatment. Specifically, methadone treatment must be permitted when rendered in accordance with current federal and state methadone dispensing regulations from an opioid treatment program (OTP) and ordered by a practitioner who has evaluated the client and determined that methadone is an appropriate medication for the treatment of the individual's opioid use disorder. Further, any providers of SUD services with appropriate prescriptive authority must certify their willingness to prescribe, when clinically indicated, FDA-approved medications on Drug Enforcement Administration (DEA) Schedule III, IV, or V to treat opioid use disorder. This includes buprenorphine and naltrexone.

Similarly, medications available by prescription must be permitted when the following conditions are present:

- The client is receiving FDA-approved medications as part of treatment for a diagnosed AUD, OUD, or co-occurring medical or mental health condition;
- A licensed practitioner, acting within their scope of practice and license, has examined the client, and determined that the medication is a medically appropriate treatment for their AUD, OUD, or co-occurring medical or mental health condition; and
- The medication was appropriately authorized or dispensed through prescription by a licensed practitioner and within the context of a patient-practitioner relationship.

In all cases that medications are utilized, including for OUD, these medications must be permitted to be continued for as long as the treating practitioner determines that the medication is medically beneficial. Recipients must assure that a drug court client will not be compelled to no longer take a medication as part of the conditions of the drug court, if such a mandate is inconsistent with a licensed practitioner's recommendation or valid prescription. Under no circumstances may a drug court judge, other judicial official, correctional supervision officer, or any other staff connected to the identified

drug court deny the use of these medications when made available to the client under the care of a properly authorized practitioner and pursuant to regulations within an OTP or through a valid prescription and under the conditions described above. A judge, however, retains judicial discretion to mitigate/reduce the risk of misuse or diversion of these medications.

Funds must be used to expand access to treatment services for SUD and/or co-occurring substance use and mental disorders in existing ATDCs, FTDCs, and Adult Tribal Healing to Wellness Courts. This program is not intended to provide start-up funds to create new ATDCs, Adult Tribal Healing to Wellness Courts, or FTDCs. Eligible drug courts must be operational on or before April 1, 2023. Operational is defined as having a set of cases and seeing clients in the drug court. By signing the cover page (SF-424) of the application, the authorized representative of the applicant organization is certifying that the treatment drug court(s) applying for funds or partnering, but not as the applicant, is operational, as defined above, on or before April 1, 2023.

Award recipients must use SAMHSA's funds to primarily support direct services. This includes the following activities:

- Screen and assess clients for the presence of SUD and/or co-occurring substance use and mental disorders and use the information obtained from the screening and assessment to develop appropriate harm reduction, treatment, and/or recovery interventions and treatment plans. Ensure screening and assessments provide equitable access to drug courts for racial, ethnic, sexual and gender minority groups.

- Screen for infectious diseases for which those with SUDs are at high risk, including HIV and viral hepatitis (hepatitis A, B, and C), with appropriate referral and follow-up to assure treatment if screening tests indicate infection, and vaccination for those infectious diseases for which a vaccine is available.

- Provide evidence-based and population appropriate treatment services to meet the unique needs of diverse populations at risk. Treatment services must include the use of FDA-approved medications in the treatment of opioid use disorder and medication management, outpatient, day treatment (including outreach-based services), intensive outpatient, or residential programs.

- Provide recovery support services (e.g., recovery housing, peer support services, childcare, supported employment, skills training and development, and transportation services) that provide emotional and practical support to maintain client/participant remission. If peer support services are provided, they should be designed with, and, delivered by individuals who have experience with the criminal justice system, have experienced a SUD, or co-occurring substance use

and mental disorders, and are in recovery. (Note: Funds may be used to purchase such services from another provider.)

- FDTC recipients must provide specific services and supports related to the preservation of the family including, but not limited to, family counseling and family recovery support services.

- FDTC recipients must collaborate with community partners that are trained and can serve diverse populations to provide comprehensive services (e.g., child welfare agencies as referral sources and other agencies that can address the needs of children).

- Provide comprehensive case management plans that directly address risks for recidivism, as determined by validated risk assessments, and include delivery or facilitation of services to appropriate clients, including substance use and cognitive behavioral interventions, to address needs and reduce those risks.

- Implement the key components of the drug court model. These key components and standards can be found in Appendix M, Appendix N and Appendix O. In Section B of the Project Narrative, applicants must describe how they will meet the key components of the drug court model(s) for which they are proposing to expand treatment for SUDs, co-occurring substance use and mental disorders, harm reduction, and recovery support services. (If the applicant is not the drug court, see MOU guidance below.)

- Provide language access services (to include interpretation, translation, disability accommodations, and accessibility) to support required activities as applicable.

If an applicant is not a drug court, or the government entity applying on behalf of the drug court (e.g., state, county, or local government), you **must** submit in **Attachment 11** a Memorandum of Understanding (MOU) with the drug court(s), signed by the applicant and the Drug Court Administrator and judge(s) that:

- Describes how the applicant will coordinate directly with the drug court(s) for which funding is being sought and clearly delineate the authority, responsibility, and roles of court staff and recipient staff for implementing the program goals and objectives, especially related to delivery of SUD treatment, harm reduction, and recovery support services.

- Reflects an agreement that the applicant will serve as the fiscal agent.

- Describes how the applicant and the drug court(s) will partner to ensure the collecting of GPRA data requirements at the three (3) points of collection.

- Describes the roles and responsibilities of the Project Director, including:

  - That the Project Director is an active member of drug court team. The minimum 0.20 FTE level of effort dedicated to the program may be paid by the court (in-kind) or through contract with the grant recipient.

  - Confirmation that the Project Director meets the requirements outlined under Key Personnel.

- Addresses the overall objectives of the drug court program and affirms commitment to the implementation of the evidence-based program principles included in the National Association of Drug Court Professionals (NADCP) key components and drug court best practice standards.

- Demonstrates that the drug court(s) has/have sufficient referral sources for participants for the drug court(s) that meet the outlined client requirements so the applicant can meet the identified client target numbers.

Only one Project Director is required. If the recipient is not a drug court, or the government entity applying on behalf of the drug court (e.g., state, county, or local government), the Project Director can either be an employee of the recipient or the court.

NOTE: If the MOU is not responsive to each requirement, the application will be screened out and not be reviewed.

4. ALLOWABLE ACTIVITIES

Allowable activities are an allowable use of funds but are not required. Allowable activities may include:

- Develop and implement tobacco cessation programs, activities, and/or strategies.

- Provide recovery housing for program participants.

- Provide training on behavioral health implementation for the national CLAS standards to service providers to increase awareness and acknowledgment of differences in language, age, culture, racial and ethnic disparities, socio-economic status, religious beliefs, sexual orientation and gender identity, and life experiences in order to improve the inclusiveness of the service delivery environment and ultimately improve behavioral health outcomes.

- Provide activities that address behavioral health disparities and the social determinants of health.

- Implement efforts aligned to the award that may expand diversity equity, inclusion, and accessibility.

- Use data to understand who is served and disproportionately served (e.g., overserved or underserved).

- Develop and implement outreach and referral pathways that engage/target all demographic groups representative of the community.

- Assess for and respond to the needs of individuals and families served by the program who are at risk for or experiencing homelessness. This could include an assessment of homelessness risk, housing status, and eligibility for federal housing programs, and collaboration with homeless services organizations and housing providers, including referral partnerships with public housing agencies and coordination with local homeless Coordinated Entry systems.

Infrastructure Development optional **allowable activity** (maximum 15 percent of the total award for the budget period)

Although awards for the provision of services must be used primarily for direct services, SAMHSA recognizes that infrastructure changes may be needed to implement the services or improve their effectiveness. You may use no more than 15 percent of the total award for the types of infrastructure development listed below, if necessary, to support the direct service expansion of the project. You must describe in Section B of your Project Narrative the use of funds for infrastructure activities which may include:

- Developing partnerships with other providers for service delivery and stakeholders serving the population of focus.

- Training/workforce development to help project staff gain skills necessary to utilize new computer system/management information system/ EHRs, etc. funded through this service award.

    - Note: Computer systems/management information systems/ EHRs, health information technology (HIT), and other IT systems are considered administrative costs, which are not recoverable directly from grants, but rather must be allocated to all awards, projects, and cost centers over an entire cost accounting period through a federally negotiated indirect cost rate or an approved de minimis rate (if eligible). For more information on the requirements of implementing, acquiring, or upgrading HIT, see: (a) https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-D/part-170/subpart-B; (b) HITECH Act; (c) https://www.healthit.gov/topic/certification-ehrs/certification-health-it; and (d) https://www.healthit.gov/isa/.

- Training/workforce development to help your staff or other providers in the community identify mental health or substance use issues or provide effective culturally and linguistically competent services consistent with the purpose of the program.

5. USING EVIDENCE-BASED PRACTICES

SAMHSA's awards for the provision of services are intended to fund services or practices that have a demonstrated evidence base and that are appropriate for the population(s) of focus. An evidence-based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by documented research evidence. Applicants are encouraged to visit the SAMHSA Evidence-Based Practice Resource Center (www.samhsa.gov/ebp-resource-center) and SAMHSA's National Network to Eliminate Disparities in behavioral health (NNED) (https://nned.net/) to identify evidence-informed and culturally appropriate mental illness and substance use prevention and treatment practices that can be implemented in your project.

Both researchers and practitioners recognize that EBPs are essential to improving the effectiveness of treatment and prevention services. While SAMHSA realizes that EBPs have not been developed for all populations and/or service settings, application reviewers will closely examine proposed interventions for evidence base and appropriateness for the population of focus. If an EBP(s) exists for the population(s) of focus and types of problems or disorders being addressed, the expectation is that EBP(s) will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions may be implemented in the delivery of services.

In your Project Narrative, in response to Section C of Section V of this NOFO, you will need to identify the evidence-based practice(s) and/or interventions that are evidence-informed and/or culturally promising that are appropriate or can be adapted to meet the needs of your specific population(s) of focus. You must discuss the population(s) for which the practice(s) has (have) been shown to be effective and document that it is (they are) appropriate for your population(s) of focus. You must also address how these interventions will improve outcomes and address how you will monitor and ensure fidelity of EBPs and other appropriate interventions. In situations where an EBP is appropriate but requires additional culturally informed engagement practices, this should be discussed in the application.

6. DATA COLLECTION/PERFORMANCE MEASUREMENT AND PROJECT PERFORMANCE ASSESSMENT

Data Collection/Performance Measurement

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in your Project Narrative in response to Section E: Data Collection and Performance Measurement in Section V of this NOFO.

Recipients are required to report performance on the following measures:

- number of individuals served
- diagnoses
- abstinence from substance use
- housing stability
- employment/education status
- social connectedness
- health/behavioral/social consequences
- access to treatment
- treatment(s) provided
- retention in treatment
- criminal justice involvement

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon award. An example of the required data collection tool (i.e., National Outcome Measures (NOMs) or NOMS client level services tool) can be found here). Data will be collected via an interview using this tool at three data collection points at baseline (i.e., the client's entry into the project), discharge, and six months post baseline. Recipients will be expected to do a GPRA interview on all clients for their specified unduplicated target number and are also expected to achieve a six-month follow-up rate of 80 percent. Data are to be submitted through the specific online data collection tool within seven days of data collection or as specified after award. GPRA training and technical assistance will be offered to recipients.

The collection of these data enables SAMHSA to report on key outcome measures relating to the program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, retention, service use, and outcomes nationwide.

FTDC recipients will also be required to collect and report data on the children of parents and other family members participating in the FTDC, as well as family functioning outcomes such as:

- Number and type of services provided to children and additional family members.
- Number of children placed in out of home care.
- Re-entries to out of home care/foster care.
- Number of children reunited with parents after being removed from the home and placed in temporary placement.

This information will be included in the semi-annual progress report see Section VI.3.

Performance data will be reported to the public as part of SAMHSA's Congressional Budget Justification.

Project Performance Assessment

In addition, recipients are required to report on their progress addressing the goals and objectives identified in your Project Narrative. Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their project. The project performance assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project.

Performance assessments should be used to determine whether your project is having/will have the intended impact on behavioral health disparities. Recipients should also review the behavioral health Disparities Impact Statement (DIS) submitted within the first two months of the award. See Section VI.3 for information on required progress reports.

Note: See Appendix E and Appendix F of this NOFO for more information on responding to this section.

7. OTHER EXPECTATIONS

SAMHSA Values That Promote Positive Behavioral Health

SAMHSA expects recipients to use funds to implement high quality programs, practices, and policies that are recovery-oriented, trauma-informed, and equity-based as a means of improving behavioral health.[1]

Recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Recovery oriented recipients promote partnerships with people in recovery from mental and substance use disorders and their family members to guide the behavioral health system and promote individual, program, and system-level approaches that foster: *Health*—managing one's illnesses or symptoms and making informed healthy choices that support physical and emotional wellbeing; *Home*—a stable and safe place to live; *Purpose*—meaningful daily activities such as a job or school; and *Community*—supportive relationships with families, friends and peers. Recovery oriented systems of care embrace recovery as: emerging from hope; person-driven; occurring via many pathways; holistic; supported by peers and allies; culturally-based and informed; supported through relationship and social networks; involving individual, family, and

[1] "Behavioral health" means the promotion of mental health, resilience and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

community strengths and responsibility; supported by addressing trauma; and based on respect.

Trauma-informed Approaches recognize and intentionally respond to the lasting adverse effects of experiencing traumatic events. SAMHSA defines a trauma-informed approach through six key principles:

- *Safety*: participants and staff feel physically and psychologically safe;
- *Peer support:* peer support and mutual self-help are key as vehicles for establishing safety and hope, building trust, enhancing collaboration, and utilizing their lived experience to promote recovery and healing;
- *Trustworthiness and Transparency*: Organizational decisions are conducted with the goal of building and maintaining trust with participants and staff;
- *Collaboration and Mutuality:* importance is placed on partnering and leveling power differences between staff and service participants;
- *Cultural, Historical, & Gender Issues*: culture and gender-responsive services are offered while moving beyond stereotypes/biases;
- *Empowerment, Voice and Choice*: organizations foster a belief in the primacy of the people who are served to heal and promote recovery from trauma.[2]

It is critical recipients promote the linkage to recovery and resilience for those individuals and families impacted by trauma.

Behavioral health equity is the right to access high quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. By improving access to behavioral health care, promoting quality behavioral health programs and practice, and reducing persistent disparities in mental health and substance use services for underserved populations and communities, recipients can ensure that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with promoting access to high quality services, behavioral health disparities can be further reduced by addressing social determinants of health, such as social exclusion, unemployment, adverse childhood experiences, and food and housing insecurity.

Language Access Provision. Per Title VI of the Civil Rights Act of 1964, recipients of Federal financial assistance must take reasonable steps to make their programs, services, and activities accessible by eligible persons with limited English Proficiency. Recipients must administer their programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and,

[2] https://ncsacw.samhsa.gov/userfiles/files/SAMHSA_Trauma.pdf

in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). (See Appendix K)

Behavioral Health Disparities

If your application is funded, you will be expected to develop a behavioral health Disparity Impact Statement (DIS) no later than 60 days after your award. (See Appendix H). Progress and evaluation of DIS activities will be reported in annual progress reports (see Section VI.3 Reporting Requirements).

The DIS is a data-driven, quality improvement approach to advance equity for all, and to identify racial, ethnic, sexual and gender minority populations at highest risk for experiencing behavioral health disparities as part of their projects. The purpose of the DIS is for recipients to identify and address health disparities[3] and to develop and implement an action plan with a disparity reduction, quality improvement process to close the identified gap(s). The aim is to achieve targeted behavioral health equity[4] for disparate populations and improve systems.

The behavioral health disparity impact statement is in alignment with the expectations related to Executive Order 13985 "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government."

Tribal Behavioral Health Agenda

SAMHSA, working with tribes, the Indian Health Service, and National Indian Health Board developed the first collaborative National Tribal Behavioral Health Agenda (TBHA). Tribal applicants are encouraged to briefly cite the applicable TBHA foundational element(s), priority(ies), and strategies that are addressed by their application. The TBHA can be accessed at http://nihb.org/docs/12052016/FINAL%20TBHA%2012-4-16.pdf.

Tobacco and Nicotine Free Policy

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[3] Healthy People 2030 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

[4] Behavioral health equity the right to access high quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. Advancing behavioral health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with quality services, this involves addressing social determinants of health, such as employment and housing stability, insurance status, proximity to services, and culturally responsive care – all of which have an impact on behavioral health outcomes.

SAMHSA strongly encourages all recipients to adopt a tobacco/nicotine inhalation (vaping) product-free facility/grounds policy and to promote abstinence from all tobacco products (except in regard to accepted tribal traditions and practices).

Reimbursements for the Provision of Services

Recipients must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage have been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are responsible for making the determination of affordability and insurance coverage and must have policies and procedures in place to address these areas. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

Behavioral Health for Military Service Members and Veterans

SAMHSA encourages all recipients to address the behavioral health needs of active-duty military service members, returning veterans, and military families in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

Behavioral Health for Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, and Intersex (LGBTQI+) Individuals

In line with the Executive Order on Advancing Equality for Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Individuals (E.O. 14075) and the behavioral health disparities that the LGBTQI+ population face, SAMHSA encourages all recipients to address the behavioral health needs of the LGBTQI+ population in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

8. RECIPIENT MEETINGS

Recipient meetings will be held virtually, and recipients are expected to fully participate in these meetings. If SAMHSA elects to hold an in-person meeting, budget revisions may be permitted.

II. FEDERAL AWARD INFORMATION

1. GENERAL INFORMATION

Funding Mechanism:	Grant Award
Estimated Total Available Funding:	Up to $32,400,000
Estimated Number of Awards:	81 (At least 5 awards will be made to tribes/tribal organizations and at least 16 awards will be made to FTDCs, pending sufficient application volume from these groups and the strengths and weaknesses of the application as identified by peer reviewers.)
Estimated Award Amount:	Up to $400,000 per year per award
Length of Project Period:	Up to 5 years
Anticipated Start Date	9/30/2023

Proposed budgets cannot exceed $400,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

III. ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

Eligible applicants are:

- State and local governments
- Federally recognized American Indian/Alaska Native (AI/AN) tribes, tribal organizations, Urban Indian Organizations, and consortia of tribes or tribal organizations
- Public or private universities and colleges
- Community- and faith-based organizations

Tribal organization means the recognized body of any AI/AN tribe; any legally established organization of AI/ANs which is controlled, sanctioned, or chartered by such

governing body, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of AI/ANs in all phases of its activities. Consortia of tribes or tribal organizations are eligible to apply, but each participating entity must indicate its approval. A single tribe in the consortium must be the legal applicant, the recipient of the award, and the entity legally responsible for satisfying the award requirements.

Urban Indian Organization (UIO) (as identified by the Indian Health Service Office of Urban Indian Health Programs through active Title V awards/contracts) means a non-profit corporate body situated in an urban center governed by an urban Indian-controlled board of directors, and providing for the maximum participation of all interested Individuals and groups, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in 503(a) of 25 U .S.C. § 1603. UIOs are not tribes or tribal governments and do not have the same consultation rights or trust relationship with the federal government.

Eligible Adult Treatment Drug Court (ATDC) models include Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) Courts, Co-Occurring Drug and Mental Health Courts, Veterans Treatment Courts, and Municipal Courts using the problem-solving model. Adult Tribal Healing to Wellness Courts (ATHWC) and Family Treatment Drug Courts (FTDC) are eligible to apply.

Recipients who received funding in FY 2019 under Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts (TI-19-002), are not eligible to apply for this funding opportunity.

Recipients who received funding in FY 2019 under Grants to Expand Substance Abuse Treatment Capacity in Family Treatment Drug Courts (TI-19-001) are not eligible to apply for this funding opportunity.

Recipients who received funding in FY 2020, FY 2021, or FY 2022 under Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts (TI-20-003 and TI-22-010) are not eligible to apply for this funding opportunity.

It is allowable to apply on behalf of one or more drug courts (ATDC, Adult Tribal Healing to Wellness Courts or FTDC) either through a single application or several applications. When an eligible entity applies on behalf of multiple drug courts, the applicant is the award recipient and the entity responsible for satisfying the grant requirements. See Section III.3 Other Requirements for more information.

It is recommended that you review information on eligibility in Appendix C of this NOFO.

2. COST SHARING AND MATCHING REQUIREMENTS

Cost sharing/match is not required in this program.

3. OTHER REQUIREMENTS

- When the applicant is not the drug court, or multiple drug courts are included in a single application, Letters of Commitment from each ATDC, Adult Tribal Healing to Wellness Courts, or FTDC judge must be included in **Attachment 9** stating they intend to meet the award reporting requirements.

- An organization may submit more than one application; however, each application must focus on a different population of focus or a different geographic/catchment area(s).

- The Project Narrative must not exceed 10 pages. If the Project Narrative is over 10 pages, the application will not be considered for review.

- **Evidence of Experience and Credentials**

  SAMHSA believes that only existing, experienced, and appropriately credentialed organizations with demonstrated infrastructure and expertise will be able to provide the required services quickly and effectively. Applicants are encouraged to include appropriately credentialed organizations that provide services to underserved, diverse populations. All Required Activities must be provided by applicants directly, by subrecipients, or through referrals to applicant partner agencies. Applicants must submit evidence under Attachment 1 of their application meeting three additional requirements related to the provision of services.

  The three requirements are:

  - A provider organization for direct client substance use disorder/mental health treatment services appropriate to the award must be involved in the proposed project. The provider may be the applicant, or another organization committed to the project. More than one provider organization may be involved.
  - Each mental health/substance use disorder treatment provider organization must have at least two years of experience (as of the due date of the application) providing relevant services (official documents must establish that the organization has provided relevant services for the last two years).
  - Each mental health/substance use disorder treatment provider organization must comply with all applicable local (city, county) and state licensing, accreditation, and certification requirements, as of the due date of the application.

  The above requirements apply to all service provider organizations. A license from an individual clinician will not be accepted in lieu of a provider organization's license. Eligible tribes and tribal organization mental

health/substance use disorder treatment providers must comply with all applicable tribal licensing, accreditation, and certification requirements, as of the due date of the application. In Attachment 1, you must include a statement certifying that the service provider organizations meet these requirements.

Following application review, if your application's score is within the fundable range, the GPO may contact you to request that additional documentation be sent by email or uploaded through eRA Commons, or to verify that the documentation you submitted is complete. **If the GPO SAMHSA does not receive this documentation within the time specified, your application will not be considered for an award.**

IV. APPLICATION AND SUBMISSION INFORMATION

1. ADDRESS TO REQUEST APPLICATION PACKAGE

The application forms package specific to this funding opportunity can be accessed through Grants.gov Workspace or eRA ASSIST. Due to difficulties with internet access, SAMHSA understands that applicants may have a need to request paper copies of materials, including forms and required documents. See Appendix A for more information obtaining an application package.

2. CONTENT AND FORM OF APPLICATION SUBMISSION

REQUIRED APPLICATION COMPONENTS:

The standard and supporting documents that must be submitted with the application are outlined below and in Appendix A - 2.2 Required Application Components of this NOFO.

All files uploaded as part of the application must be in Adobe PDF file format. See Appendix B of this NOFO for formatting and validation requirements.

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance. See Appendix A - 3.2 Waiver of Electronic Submission of this NOFO.

- **SF-424** – Fill out all Sections of the SF-424.
  - In **Line #4** (i.e., Applicant Identifier), input the Commons Username of the PD/PI.
  - In **Line #17** input the following information: (Proposed Project Date: a. Start Date: 9/30/2023; b. End Date: 9/29/2028)

    New applicants should review the sample of a completed SF-424.

- **SF-424A BUDGET INFORMATION FORM** – Fill out all Sections of the SF-424A using instructions below. **The totals in Sections A, B, and D must match.**

  - **Section A –** Budget Summary: If cost sharing/match is **not required**, use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the **first year** of your project only. If cost sharing/match **is required**, use the **second row** (Line 2) to report the total non-federal funds (f) for the **first year** of your project only.

  - **Section B** – Budget Categories: If cost sharing/match is **not required**, use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the **first year** of your project only. If cost sharing/match is required, you must use the second column (Column 2) to report the budget category breakouts for the **first year** of your project only.

  - **Section C –**If cost sharing/match is **not required** leave this section blank. If cost sharing/match **is required** use the second row (line 9) to report non-federal match for the **first year** only.

  - **Section D** – Forecasted Cash Needs: Input the total funds requested, broken down by quarter, only for **Year 1** of the project period. Use the first row for federal funds and the second row (Line 14) for **non-federal** funds.

  - **Section E** – Budget Estimates of Federal Funds Needed for the Balance of the Project: Enter the total funds requested for the out years (e.g., Year 2, Year 3, Year 4, and Year 5). For example, if you are requesting funds for five years in total, enter the requested budget amount for each budget period in columns b, c, d, and e (i.e., 4 out years). - (b) First column is the budget for the second budget period; (c) Second column is the budget for the third budget period (d) Third column is the budget for the fourth budget period; (e) Fourth column is the budget for the fifth budget period. Use Line 16 for federal funds and Line 17 for non-federal funds.

See Appendix B of this NOFO to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

The following pdfs are samples of completed SF-424A forms:

- Sample SF-424A (No Match Required)

A link to a sample budget form and justification is provided in Appendix L of this NOFO. **It is highly recommended that you use this sample budget format. This will expedite review of your application.**

- **PROJECT NARRATIVE – (Maximum 10 pages total)**
  The Project Narrative describes your project. It consists of Sections A through E. (Remember that if your Project Narrative starts on page 5 and ends on page 15, it is 11 pages long, not 10 pages.) More detailed instructions for completing each section of the Project Narrative are provided in Section V.1 – Application Review Information.

- **BUDGET JUSTIFICATION AND NARRATIVE**
  The budget justification and narrative must be submitted as a file entitled "BNF" (Budget Narrative Form) when you submit your application into Grants.gov. (See Appendix A – 2.2 Required Application Components.)

- **ATTACHMENTS 1 THROUGH 11**

  Use only the attachments listed below. If your application includes any attachments not required in this document, they will be disregarded.

  Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

  Label the attachments as: Attachment 1, Attachment 2, etc. (Use the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST.)

  - ***Attachment 1: Letters of Commitment***
    1. Identification of at least one experienced, licensed mental health/substance use treatment provider organization.
    2. A list of all direct service provider organizations that have agreed to partner in the proposed project, including the applicant agency, if it is a service provider organization.
    3. Letters of Commitment from these direct service provider organizations; **(Do not include any letters of support. Reviewers will not consider them if you do.)**
    4. Statement of Certification - You must provide a written statement certifying that all participating service provider organizations listed in this application meet the two-year experience requirement and applicable licensing, accreditation, and certification requirements.

  - ***Attachment 2: Data Collection Instruments/Interview Protocols***
    If you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment 2.

- ***Attachment 3: Sample Consent Forms***
  Forms to be submitted include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information.

- ***Attachment 4: Project Timeline***
  This attachment is scored by reviewers. Maximum of 2 pages. See instructions in Section V, B.3 of this NOFO.

- ***Attachment 5: Biographical Sketches and Position Descriptions***
  See Appendix G of this NOFO for information on completing biographical sketches and job descriptions. Position descriptions should be no longer than one page each and biographical sketches should be two pages or less.

- ***Attachment 6: Letter to the Single State Agency (SSA)***
  See Appendix J of this NOFO for Intergovernmental Review (E.O. 12372) Requirements, if applicable.

- ***Attachment 7: Confidentiality and SAMHSA Participant Protection/ Human Subjects Guidelines***
  This attachment is in response to Appendix D of this NOFO and is **a required attachment.**

- ***Attachment 8: Documentation of Non-profit Status***
  All non-profit entities must submit documentation of their non-profit status. Any of the following is acceptable documentation:
  - A reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code;
  - A copy of a currently valid Internal Revenue Service tax exemption certificate;
  - A statement from a State taxing body, State Attorney General, or other appropriate state official certifying the applicant organization has a non-profit status;
  - A certified copy of the organization's certificate of incorporation or similar document that clearly establishes non-profit status; or
  - Any of the above proof for a state or national parent organization and a statement signed by the parent organization that the applicant organization is a local non-profit affiliate.

- ***Attachment 9: Judicial Letter of Commitment/Certification.*** Applicants must submit Letters of Commitment from each partnering/collaborating ATDC, Adult Tribal Healing to Wellness Courts, and/or FTDC judge(s) stating

they intend to meet the award requirements, including reporting requirements and the use of MAT. The letters must specify that the drug court judge(s) will not: 1) deny any appropriate and eligible client for the adult treatment drug court access to the program because of their use of FDA-approved medications to treat an SUD (e.g., methadone, injectable naltrexone, non-injectable naltrexone, disulfiram, acamprosate calcium, buprenorphine, etc.) that was appropriately authorized through prescription by a licensed practitioner; and 2) mandate that a drug court client no longer take medications as part of the conditions of the drug court if such a mandate is inconsistent with a practitioner's recommendation or prescription.

- ***Attachment 10: Form SMA 170 – Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations.*** You are required to complete Form SMA 170 if your project is offering substance use prevention or treatment services. This form is posted on SAMHSA's website at http://www.samhsa.gov/grants/applying/forms-resources.

- ***Attachment 11: Required MOU for Non-Drug Courts.*** When the applicant is not a drug court, the applicant must submit a Memorandum of Understanding (MOU) with the drug court(s) that addresses the MOU requirements listed below. **If the MOU is not responsive to each requirement, the application will be screened out and not be reviewed.** The MOU with the drug court(s) is required to be signed by the applicant, the Drug Court Administrator, and judge(s) and:

  - Describes how the applicant will coordinate directly with the drug court(s) for which funding is being sought and clearly delineate the authority, responsibility, and roles of court staff and grant recipient staff for implementing the program goals and objectives, especially related to delivery of SUD treatment, harm reduction, and recovery support services.

  - Reflects an agreement that the applicant will serve as the fiscal agent.

  - Describes how the applicant and the drug court(s) will partner to ensure the collecting of GPRA data requirements at the three (3) points of collection.

  - Describes the roles and responsibilities of the Project Director, including:
    - That the Project Director is an active member of drug court team. The minimum 0.20 FTE level of effort dedicated to the grant program may be paid by the court (in-kind) or through contract with the grant recipient.
    - Confirmation that the Project Director meets the requirements outlined under Key Personnel.

- Addresses the overall objectives of the drug court program and affirms commitment to the implementation of the evidence-based program principles included in the National Association of Drug Court Professionals (NADCP) key components and drug court best practice standards.

- Demonstrates that the drug court(s) has/have sufficient referral sources for participants for the drug court(s) that meet the outlined client requirements so the applicant can meet the identified client target numbers.

3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

See Appendix A for information about the three registration processes that must be completed including obtaining a Unique Entity Identifier and registering with the System for Award Management (SAM). You must continue to maintain an active SAM registration with current information during the period of time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)).

4. APPLICATION SUBMISSION REQUIREMENTS

Applications are due by **11:59 PM** (Eastern Time) on **March 6, 2023.** If an organization is submitting more than one application, the project title should be different for each application.

If you have been granted permission to submit a paper copy, the application must be received by the above date and time. See Appendix A of this NOFO for information on how to submit the application.

All applicants MUST register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- **The applicant organization MUST be registered in NIH's eRA Commons; AND**
- **The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.**

No exceptions will be made.

Applicants must also register with SAM and Grants.gov (see Appendix A for all registration requirements).

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

5. FUNDING LIMITATIONS/RESTRICTIONS

The funding restrictions for this project are below. Be sure to identify these expenses in your proposed budget.

- No more than 15 percent of the total award for the budget period may be used for developing the program infrastructure necessary for expansion of services.
- No more than 20 percent of the total award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix I – Standard Funding Restrictions.

6. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS

All SAMHSA programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (HHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. See

Appendix J for additional information on these requirements as well as requirements for the Public Health System Impact Statement (PHSIS).

7. OTHER SUBMISSION REQUIREMENTS

See Appendix A for specific information about submitting your application.

V. APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The Project Narrative describes what you intend to do with your project and includes the Evaluation Criteria in Sections A-E below. Your application will be reviewed and scored according to your response to the requirements in Sections A-E.

In developing the Project Narrative section of your application, use these instructions, which have been tailored to this program.

- The Project Narrative (Sections A-E) together may be no longer than **10 pages**.
- You must use the five sections/headings listed below in developing your Project Narrative. **You must indicate the Section letter and number in your response, i.e., type "A-1", "A-2", etc., before your response to each question.** You do not need to type the full criterion in each section. You only need to include the letter and number of the criterion. You may not combine two or more questions or refer to another section of the Project Narrative in your response, such as indicating that the response for B.2 is in C.1. **Only information included in the appropriate numbered question will be considered by reviewers.** Your application will be scored according to how well you address the requirements for each section of the Project Narrative.
- The number of points after each heading is the maximum number of points a review committee may assign to that section of your Project Narrative. Although scoring weights are not assigned to individual questions, each question is assessed in deriving the overall Section score.
- Any cost sharing proposed in your application will not be a factor in the evaluation of your response to the Evaluation Criteria.

SECTION A: Population of Focus and Statement of Need (10 points – approximately 1 page)

1. Identify and describe your population(s) of focus and the geographic catchment area where services will be delivered that aligns with the intended population of focus of this program. Provide a demographic profile of the population of focus in

terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status.

2. Describe the extent of the problem in the catchment area, including service gaps, disparities, and document the extent of the need (i.e., current prevalence rates or incidence data) for the population(s) of focus identified in your response to A.1 as it relates to the program. Identify the source of the data.

SECTION B: Proposed Implementation Approach (30 points – approximately 5 pages not including Attachment 4 – Project Timeline)

1. Describe the goals and measurable objectives (see Appendix E of the proposed project and align them with the Statement of Need described in A.2. Provide the following table:

Number of Unduplicated Individuals to be Served with Award Funds					
Year 1	Year 2	Year 3	Year 4	Year 5	Total

2. Describe how you will implement all of the Required Activities in Section I. If you plan to use funds for infrastructure development, describe how those funds will be used.

3. In **Attachment 4**, provide a chart or graph depicting a realistic timeline for the entire 5 years of the project period showing dates, key activities, and responsible staff. These key activities must include the requirements outlined in Section I [**NOTE**: Be sure to show that the project can be implemented, and service delivery can begin as soon as possible and no later than **four months** after the award. **The timeline cannot be more than two pages and should be submitted in Attachment 4.**] The recommendation of pages for this section does not include the timeline.

SECTION C: Proposed Evidence-Based Service/Practice (25 points approximately 2 pages)

1. Identify the Evidence-Based Practice(s) (EBPs), evidence-informed, and/or culturally promising practices that will be used. Discuss how each intervention chosen is appropriate for your population(s) of focus and the outcomes you want to achieve. Describe any modifications (e.g., cultural) that will be made to the EBP(s) and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.

2. Describe how you will monitor and ensure fidelity of EBPs, evidence-informed and/or promising practices that will be implemented.

SECTION D: Staff and Organizational Experience (15 points – approximately 1 page)

1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus for this NOFO. Identify other organization(s) that you will partner with in the proposed project. Describe their experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. If applicable, Letters of Commitment from each partner must be included **Attachment 1** of your application. If you are not partnering with any other organization(s), indicate so in your response.

2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and) and other significant personnel. For each staff member describe their:
    - Role,
    - Level of Effort, and
    - Qualifications, to include their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).

SECTION E: Data Collection and Performance Measurement (20 points – approximately 1 page)

1. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program (See Appendix F). Describe your quality improvement efforts and explain how you will use the data to address your identified behavioral health disparity(ies) and close the gap(s).

2. BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT (Other federal and non-federal sources)

You must provide a narrative justification of the items included in your proposed budget. You must also provide a narrative description of existing resources and other support you expect to receive for the proposed project as a result of cost matching. Other support is defined as funds or resources, non-federal, or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions, or non-federal means. (This should correspond to Item #18 on your SF-424, Estimated Funding.) Other sources of funds may be used for unallowable costs, e.g., meals, sporting events, entertainment.

Although non-federal share may not be required, if an applicant proposes non-federal resources in their budget, they will be held to submission of the non-federal resources. These must be reported on the financial reports. If recipients fail to meet their proposed amount or percentage, that could be grounds for a cost disallowance.

An illustration of a budget and narrative justification is included in Appendix L – Sample Budget and Justification. **It is highly recommended that you use this sample budget format.** Your proposed budget must reflect the funding limitations/restrictions specified in Section IV-5. **Specifically identify the items associated with these costs in your budget.**

3. REVIEW AND SELECTION PROCESS

The Project Narratives of SAMHSA applications are peer-reviewed according to the evaluation criteria listed above.

Decisions to fund an award are based on:

The strengths and weaknesses of the application as identified by peer reviewers. The results of the peer review are advisory in nature.

The program office and approving official make the final determination for funding based on the following;

- When the Individual award is over $250,000, approval by the Center for Substance Abuse Treatment National Advisory.
- At least 5 awards to tribes/tribal organizations pending sufficient application volume from these groups and the strengths and weaknesses of the application as identified by peer reviewers;
- At least 16 awards will be made to FTDC pending sufficient application volume from these groups and the strengths and weaknesses of the application as identified by peer reviewers;
- Availability of funds;
- Equitable distribution of awards in terms of geography (including urban, rural, and remote settings) and balance among populations of focus, program size, and program type;
- SAMHSA may select awards for funding that best reach underserved communities and/or populations;
- Submission of any required documentation that must be submitted prior to making an award; and
- SAMHSA is required to review and consider any information about your organization that is in the Federal Award Performance and Integrity Information System (FAPIIS). In accordance with 45 CFR 75.212, SAMHSA reserves the right not to make an award to an entity if that entity does not meet the minimum

qualification standards as described in section 75.205(a)(2). If SAMHSA chooses not to award a fundable application in accordance with 45 CFR 75.205(a)(2), SAMHSA must report that determination to the designated integrity and performance system accessible through the System for Award Management (SAM) [currently, FAPIIS]. You may review and comment on any information about your organization that a federal awarding agency previously entered. SAMHSA will consider your comments, in addition to other information in FAPIIS in making a judgment about your organization's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed as described in 45 CFR 75.205 HHS Awarding Agency Review of Risk Posed by Applicants.

VI. FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

You will receive an email from SAMHSA, via NIH's eRA Commons, that will describe the process for how you can view the general results of the review of your application, including the score that your application received.

If your application is approved for funding, a Notice of Award (NoA) will be emailed to the following: 1) the BO's email address identified in the Authorized Representative section email field on page 3 of the SF-424; and 2) the email associated with the Commons account for the Project Director (section 8 Item f on page 1 of the SF-424). Hard copies of the NoA will no longer be mailed via postal service. The NoA is the sole obligating document that allows you to receive federal funding for work on the project. Information about what is included in the NoA can be found at: https://www.samhsa.gov/grants/grants-management/notice-award-noa.

If your application is not funded, you will receive a notification from SAMHSA, via NIH's eRA Commons.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website - . https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions. See Appendix K for specific information about administrative and national policy requirements.

3. REPORTING REQUIREMENTS

Recipients will be required to submit semi-annual progress reports at 6 months and 12 months. The six-month report is due no later than 30 days after the end of the second quarter. The annual report is due within 90 days of the end of each budget period. The reports must discuss:

- Progress achieved in the project which should include qualitative and quantitative data (GPRA) to demonstrate programmatic progress to include updates on required activities, successes, challenges, and changes or adjustments that have been made to the project;
- Progress addressing quality care of underserved populations related to the Disparity Impact Statement (DIS);
- Barriers encountered, including challenges serving populations of focus;
- Efforts to overcome these barriers;
- Evaluation activities for tracking DIS efforts; and
- A revised quality improvement plan if the DIS does not meet quality of care requirements as stated in the DIS.

A final performance report must be submitted within 120 days after the end of the project period. The final performance report must be cumulative and report on all activities during the entire project period.

Management of Award:

Successful applicants must also comply with the following standard award management reporting requirements at https://www.samhsa.gov/grants/grants-management/reporting-requirements, unless otherwise noted in the NOFO or NoA.

VII. AGENCY CONTACTS

For program related and eligibility questions contact:

Jon Berg
Center for Substance Abuse Treatment
Division of Service Improvement
Substance Abuse and Mental Health Services Administration
(240) 276-1609
TreatmentDrugCourts@samhsa.hhs.gov

For fiscal/budget related questions contact:

Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1400
FOACSAT@samhsa.hhs.gov

For review process and application status questions contact:

Angela Houde
Office of Financial Resources, Division of Grant Review
Substance Abuse and Mental Health Services Administration
(240) 276-1091

Angela.houde@samhsa.hhs.gov

Commission Meeting

February 21, 2023

Grant Approval FY 2022 Hazmat Grant

Department:	Fire
Presenter:	
Caption:	Motion to approve the Agreement with Georgia Emergency Management & Homeland Security Agency and approve acceptance of the grant award in the amount of $30,000 (Grant No. 14) and authorized the Mayor to execute all required documents.
Background:	The Augusta Fire Department Hazardous Materials (HAZMAT) Response Team is comprised of firefighters who specialize in detecting, containing, and removing any release or potential release of hazardous substances to control or stabilize an incident. Specialized equipment and training are required to maintain certifications and a high level of service to the citizens of Augusta.
Analysis:	GEMA Grant 14 will provide necessary equipment and training for members of the Augusta Fire Department HAZMAT team to successfully execute their duties in the event of a major disaster.
Financial Impact:	N/A
Alternatives:	None at this time
Recommendation:	Approve the Motion to approve the Agreement with Georgia Emergency Management & Homeland Security Agency and approve acceptance of the grant award in the amount of $30,000 (Grant No. 14) and authorized the Mayor to execute all required documents.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

FISCAL YEAR 2022
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

Augusta Fire Department

GRANT NO: 14

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2022 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of $30,000.00 to Augusta Fire Department, as Subrecipient, in accordance with the Fiscal Year 2022 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official.** The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2022, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2024. No modifications to the Budget can be made after the termination date, September 30, 2024 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY22 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY22 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN, AND RETURN With AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN, AND RETURN With AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN, AND RETURN With AGREEMENT)**
Exhibit E	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit F	Department of Homeland Security, HSGP, Grant Agreement Number .EMW-2022-SS-00048, Agreement Articles (KEEP FOR REFERENCE)
Exhibit G	Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
Exhibit H	DHS/FEMA Fiscal Year 2022 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. Purchasing: Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: https://www.fema.gov/grants/guidance-tools/authorized-equipment-list

B. Payment Requests: Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.

C. State Purchases on behalf of Subrecipient: GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.

D. Quarterly Progress Report (PROGRESS REPORT): The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

E. The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

F. Biannual Strategy Implementation Reports (BSIR): The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at https://www.gao.gov/, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. The **Build America, Buy America Act (BABAA)**: Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following "Buy America" preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

   Additional information regarding the **BABAA** requirements can be found at https://www.fema.gov/grants/policy-guidance/buy-america#interpretation

F. Unique Entity Identifier (UEI) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.

G. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

H. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2022 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

I. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient' s failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

J. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of theNational Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the followinglocations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program.

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/about, and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY22 HSGP DHS/FEMA NOFO (Exhibit H).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at https://www.fema.gov/emergency-managers/nims.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

1. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf and www.fsrs.gov.

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2022 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2022 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2022 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.

G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any

portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY22 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at https://www.fema.gov/grants/preparedness/about/informational-

bulletins.

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/frts/

S. The Subrecipient agrees that funds from the FY 2022 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers,* a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.

2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States, as* required under the DHS/FEMA FY22 NOFO (Exhibit H) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2022 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.

T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use

small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY22 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all otheragreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Augusta Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

10 / 08 / 2022

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____ / _____ / _____

Date of Signature

58-2204274

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXX)

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000357	FIRE	FY 2022 SHSP Hazmat

Requesting grant to complete upgrade to Hazmat response personal protective equipment and update response vehicle through State Homeland Security Program funding.
Cash Match: Not required; EEO required: Not Required.

Award amount: $30K

Start Date: 09/01/2022 **End Date:** 05/01/2023
Submit Date: 04/11/2022 **Department:** 034 Fire **Cash Match?** N
Total Budgeted Amount: 122,900.00 **Total Funding Agency:** 122,900.00 **Total Cash Match:** 0.00

Sponsor: GM0008 US Homeland Security
Sponsor Type: PT Pass thru Federal
Purpose: 18 Emergency Service **Flow Thru ID:** GM0009 GEMA

Contacts

Type	ID	Name	Phone
I	GMI048	Wolf, William	(706)821-1642

Approvals

Type	By	Date
FA	A. BURDEN	04/12/2022

Dept. Signature:
Grant Coordinator Signature: MJ @ 4/18/2022

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

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

o Deny the request _____

DonnaRuzellCoains — Finance Director — 4-18-2022 — Date

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

✓ Approve the Department Agency to move forward with the application

o Deny the request _____

Administrator — 4/20/2022 — Date

CS 4-18-22

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Commission Meeting

February 21, 2023

Light Detection and Ranging (LiDAR) Data Capture and Mapping

Department:	Information Technology
Presenter:	Evelyn Chanti
Caption:	Motion to approve award of Data Capture Contract to Kucera International Inc. in the amount of $179,180.00 for the capture of Light Detection and Ranging (LiDAR) Data & Mapping under Bid #23-128.
Background:	Classified Light Detection and Ranging (LiDAR) data will provide Augusta with valuable information for use in asset management, data analysis, and other geospatial needs. This technology uses lasers to acquire highly detailed elevation data, which is then converted into high-resolution 3D models and maps. The data will be collected by airplane flights over the entire County (excluding Fort Gordon). LiDAR improves the accuracy of Augusta's existing maps and provides data used by Augusta departments and the public for development planning, natural resource conservation, infrastructure planning, flood risk management, and many other uses.
Analysis:	Bids were received on January 9, 2023, for Bid #23-128. Three bids were received as follows: (1) Kucera International, Inc., $179,180.00 (2) SAM LLC, $298,860.00 (3) Sanborn Map Company, Inc., $266,123.42. After evaluation, Kucera International, Inc. was determined to be the lowest responsive bidder.
Financial Impact:	The total cost of the LiDAR data with additional mapping is $179,180.00. The cost will be evenly shared between three departments: the Information Technology Department’s SPLOST VI Digital Orthophotography project, the Augusta Utilities Department operating budget, and Augusta Engineering Department stormwater fund.
Alternatives:	Do not approve and cancel the project.
Recommendation:	Approve award of LiDAR data capture to Kucera International, Inc., in the amount of $179,180.00.
Funds are available in the following accounts:	GL 328-01-2110-5213119/ JL 211-92-5101-5213119; 506043110-5213119; 581044320-5211120
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Monday, January 9, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 899 0404 2570; Passcode: 039210** for furnishing:

Bid Item #23-128 **Light Detection and Ranging (LIDAR) Data Capture & Mapping for Augusta, GA – Information Technology 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 **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, December 23, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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 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 December 1, 8, 15, 22, 2022
Metro Courier December 1, 2022

Bid Opening - Bid Item #23-128 Light Detection and Ranging (LiDAR) Data Capture & Mapping for Augusta, Georgia - Information Technology Department
Bid Due: Monday, January 9, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 336
Georgia Registry: 701
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	Kucera International 38133 Western Parkway Willoughby, OH 44094	SAM, LLC 2195 Eastview Pkwy., Suite 103 Conyers, GA 30013	Sanborn Map Company, Inc 1935 Jamboree Dr., Suite 100 Colorado Springs, CO 80920
Attachment B	Yes	Yes	Yes
E-Verify Number	193401	1259240	38681
Addendum 1	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes
LiDAR			
Item:	**Total Price**	**Total Price**	**Total Price**
USGS QL1 Specification Aerial LiDAR acquisition and deliverables*	$56,500.00	$79,300.00	$127,070.58
LiDAR DEM and 1ft Contours*	$20,000.00	$42,500.00	$20,606.04
Media Drive (Hardware or Software for Data Delivery) *	$500.00	$0.00	$550.00
Sum Total Price	$77,000.00	$121,800.00	$148,226.62

Bid Opening - Bid Item #23-128 Light Detection and Ranging (LiDAR) Data Capture & Mapping for Augusta, Georgia - Information Technology Department
Bid Due: Monday, January 9, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 336
Georgia Registry: 701
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	Kucera International 38133 Western Parkway Willoughby, OH 44094	SAM, LLC 2195 Eastview Pkwy., Suite 103 Conyers, GA 30013	Sanborn Map Company, Inc 1935 Jamboree Dr., Suite 100 Colorado Springs, CO 80920
Item:	**Total Price**	**Total Price**	**Total Price**
Feature Mapping – Impervious Surfaces*	$91,000.00	$159,120.00	$105,345.66
Additional Pricing/Feature Mapping	**Total Price**	**Total Price**	**Total Price**
Option 1: Feature Mapping - Sidewalks	$19,500.00	$49,140.00	$25,099.69
Option 2: Feature Mapping – Traffic Signals	$11,960.00	$6,110.00	$17,720.78
Option 3: Feature Mapping – Tree Inventory	$18,200.00	$6,110.00	$11,590.25
Option 4: Feature Mapping – Manholes with Rim Elevation	$11,180.00	$17,940.00	$12,551.14
Any Additional Proposed Data Analysis Options	$0.00	$0.00	$21,807.90
Sum Total Price	$60,840.00	$79,300.00	$88,769.76

INFORMATION TECHNOLOGY

Tameka Allen
Chief Information Officer

Reggie Horne
Deputy Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Ms. Geri Sams, Procurement Director

From: Ms. Tameka Allen, Chief Information Officer

Date: January 24, 2023

Subject: Bid Item #23-128 Recommendation of Award

Procurement recently advertised Bid Item #23-128 for Light Detection and Ranging (LiDAR) Data Capture & Mapping on behalf of the Information Technology Department. We received bids from three qualified bidders. A group including representatives from Information Technology, the Utilities Department, and the Engineering Department reviewed the information provided by each firm.

Information Technology recommends award of this bid to the low bidder, Kucera International. The department intends to enter a contract for the base bid items and Option 4, Manholes with Rim Elevations.

Please proceed to schedule a contract negotiation meeting with the vendor.

Please let us know if you have any questions. We appreciate Procurement's assistance with this project.

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

Augusta GEORGIA

Procurement Department

MEMORANDUM Mrs. Geri Sams, Director

DATE: January 12, 2023

TO: **Tameka Allen, Information Technology Department**

FROM: Geri A. Sams Geri
Director of Procurement

CC: **Mattie Sue Stevens, Information Technology Department**

SUBJECT: **Bid Item #23-128 Light Detection and Ranging (LiDAR) Data Capture & Mapping For Augusta, Georgia – Information Technology Department**

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

☑ **We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The Recommendation of Award is required from you prior to your Department placing this item on the Muni-Agenda.**

☐ **FOLLOW-UP: We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent Information to you on INSERT DATE. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.**

☐ **No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:**

- ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
- ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)

☐ **Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Pease let us know how to proceed:**

- ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
- ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☐ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Deputy Procurement Director at (706) 821-2422.

Attachments

Sanborn
1935 Jamboree Dr, Suite 100
Colorado Springs, CO 80920

SAM
4801 Southwest Parkway
Bldg Two, Ste 100
Austin, TX 78735

Kucera International Inc
38133 Western Parkway
Willoughby, OH 44094

SurvTech Solutions, Inc
10220 U.S. Highway 92 East
Tampa, FL 33610

Eagleview
0800 NE 8th Street
Suite 300
Bellevue, WA 98004

Cooper Aerial Surveys Co
11402 N Cave Creek Rd
Phoenix, AZ 85020

GPI
2121 Newmarket Parkway SE
Suite 151
Marietta, GA 30067

Mattie Sue Stephens
Information Technology

Evelyn Chanti
Information Technology

Tameka Allen
Information Technology

Phyllis Johnson
Compliance Department

ETHNIC GROUP	COUNT
African American	36
Asian American	26
Native American	4
Hispanic/Latino	8
Pacific Island/American	0
Non Minority	359
Not Classified	0
Total Number of Vendors	433
Total Number of Contacts	834

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (10)

Supplier	Download Date
delineate	12/05/2022
England, Thims & Miller, Inc.	12/06/2022
LiDAR Services LLC	12/06/2022
Mandli Communications	01/06/2023
McKim & Creed, Inc.	12/05/2022
Phoenix Air Unmanned, LLC	12/06/2022
Reality IMT Inc.	12/03/2022
Seek Now, Inc.	12/07/2022
T&T BRAVEHEART	12/03/2022
The Sanborn Map Company, Inc.	12/02/2022

Add Supplier

Supplier Details

Supplier Name	delineate
Contact Name	jamie montgomery
Address	11650 Olio RD STE 1000-251, Fishers, IN 46037
Email	jmontgomery@delineateconsulting.com
Phone Number	720-690-8061

Documents

Filename	Type	Action
23-128_ITB	Bid Document / Specifications	View History
23-128_LiDAR	Miscellaneous	View History

Contract Agreement

This Agreement is made this 2nd day of February, 2023, between the City of Augusta, 535 Telfair Street, Augusta GA 30901, hereinafter referred to as the "City", and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to engage the Consultant to provide professional aerial lidar date capture and mapping services as described in the City's Bid Item # 23-128.

WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services;

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant will provide to the City professional services which will generally consist aerial lidar surveying, impervious surface mapping, manhole with rim elevation feature mapping, and all necessary ancillary and specified services (e.g. ground control and checkpoint surveying) covering the City's designated approximately 260 square mile area. The aerial lidar surveying will be accomplished to USGS QL1 standards and the feature mapping will be accomplished using source data provided by the City (e.g. , 2021 3" orthoimagery) along with the new aerial lidar data as needed.

The project areas, services, and deliverables are more specifically described in City's December 2022 Bid Item # 23-128 and the Consultant's January 4, 2023 bid response, which are attached hereto as Exhibits A and B, respectively.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** – shall refer to the duly designated City official charged with general administration and coordination of matters related to this Agreement on behalf of City.

B. **Project Coordinator(s)** – shall refer to the City's designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager.

C. **Chief Administrator** – shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.

D. **Project Manager** – shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinating with the City Project Coordinator.

E. **Project Area** – shall refer to the area designated by the City for which the Consultant shall perform the services referenced and described in this Agreement.

F. **Work/Deliverables** – shall refer to all data provided to the City corresponding to the contracted services and described herein, e.g., data, reports, mapping, etc.

G. **Delivery** – shall refer to transmittal of data corresponding to the contracted services from the Consultant to the City.

H. **Acceptance** – shall refer to City's written or verbal acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE CITY

A. City shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison between the City and Consultant.

B. City shall within a reasonable time frame review any samples or deliverables and approve or comment on same.

C. City shall within a reasonable time after a request is received from the Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by the Consultant.

D. City shall provide any City-designated source data or support to the Consultant required to complete the project work.

E. City at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBLITIES OF THE CONSULTANT

A. The Consultant agrees to perform in a professional manner all of the services outlined in "Section 1: Scope of Services" and as further described in Exhibits A and B.

B. The Consultant agrees that no changes shall be made in the services outlined in "Section 1: Scope of Services" and/or Exhibits A and B without the express written prior consent and Agreement of the City and the Consultant.

C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the City in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the City's Project Coordinator(s) and make regular status reports to the City.

E. The Consultant shall pay for the shipment of all deliverables and materials to the City.

F. The Consultant shall begin to perform the services upon receipt of City's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in "Section 5: Time of Completion".

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., lidar return and feature mapping datasets.

H. The Consultant shall obtain any non-City owned/provided outside source data designated for use in the completion of the contract work.

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

Phase	Start	Complete
Project Initiation + Mobilization	2/2/23	2/6/23

Aerial lidar flyover	2/6/23	2/27/23
Ground Control + Checkpoint Survey	2/15/23	3/30/23
Lidar processing / Georeferencing	3/15/23	4/15/23
Lidar classification and hydro feature mapping	4/15/23	6/30/23
Lidar reports and hydro- flattened DEM	7/1/23	8/30/23
Impervious surface and manhole mapping	2/15/23	9/30/23
Project wrap-up	10/1/23	10/15/23

The contract work of the project shall be completed by September 2023, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations. Extensions of time may be granted by the City upon request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.

2. Extensions by the City in providing notices to proceed, City-designated source data, or review/acceptance of the Consultant's work.

3. Significant changes in the scope of work/project parameters which affect scheduling.

4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform.

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress semi-monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall inform the City when the work or any portion thereof has been completed and products of such work have been delivered to the City for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the City and the Consultant or any other subconsultant hired by the Consultant. The City has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with the Consultant and its employees, or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INDEMNIFICATION

The Consultant will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or

omission of the Consultant and any directly or indirectly employed by the Consultant or anyone for whose acts any of them may be liable. In any and all claims against the City or its agents or employees, by any employee of the Consultant, directly or indirectly employed, or anyone for whose acts may be held liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City or under the Worker's Compensation Act, Disability Benefits Act or other employee benefits acts.

SECTION 11: INSURANCE

Consultant shall maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant and the City (including officials and employees) from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by the Consultant or any subconsultants, or by anyone directly or indirectly employed by either of them.

Consultant shall also maintain for the term of this Agreement insurance coverages of at least $1 million combined single limit per occurrence bodily injury, personal injury, and property damage liability, $2 million general aggregate liability, $1 million claim errors and omissions and Georgia statutory workers' compensation liability.

All insurance policies shall be issued by responsible companies who are acceptable to the City. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the City has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-indicated notification clause.

SECTION 12: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed, and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including the specified USGS QL1 standards. The work shall be of high quality, and within the tolerances allowed by the project specifications and standards. If the Consultant is notified in writing by the City of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the City. All reworks shall be made at no additional cost to the City.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental, or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 13: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the City's review period, and shall make accessible to the City any information, data, materials and processes the City deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the City's review or inspection processes.

The City shall promptly, following its inspection, notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification, Consultant shall within sixty (60) days replace, modify, or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the City if indicated as such by the absence of other notification.

SECTION 14: ACCEPTANCE

The City shall give written notice of its acceptance or non-acceptance of work to the Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the City, subject to the Consultant's warranty.

SECTION 15: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that all information gathered, generated, and delivered to the City as outlined in Section 1: Scope of Services is for the exclusive use and benefit of the City, and shall be the sole property of City and that such information shall not be disseminated by the Consultant without the express written consent of the City.

B. All information, data, designs, plans, drawings, maps, imagery, specifications, or other work furnished to or developed for the City by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the City, and all rights therein are reserved by the City. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the City without the City's consent.

C. The Consultant, upon the express written consent of the City, may fill requests by non-City agents, business entities, or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the City's option will credit the City an agreed upon percentage of such fees.

D. The Consultant hereby agrees to maintain one copy of all information gathered, generated, and delivered within its office in digital computer file form to serve as a backup to the data furnished to the City.

E. The City shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the City.

SECTION 16: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products shall pass from the Consultant to the City upon the City payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the City.

C. If the project data is to be made available by the City for use by outside entities, the City and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the City and Consultant.

SECTION 17: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project service/deliverable:

Service/Deliverable	Fee
USGS QL1 Aerial Lidar Acquisition and Deliverables	$56,500.00
Lidar DEM and 1' Contours	$20,000.00
Media Drive	$500.00
Impervious Surface feature mapping	$91,000.00
Manhole feature mapping with rim elevation	$11,180.00
Total:	$179,180.00

The fees listed above include all ancillary services/products required for each fee item as defined in Exhibits A and B.

SECTION 18: INVOICING

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in "Section 17: Compensation for Consultant's Services". The City agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the City or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 19: ADDED SERVICES

Added services as requested by the City may be performed as mutually agreed with the Consultant and authorized by the City. The added services and cost will be documented and made part of this Agreement by Amendment signed by the City and the Consultant.

SECTION 20: PRICE GUARANTEE

The fees quoted for work contracted for or by the City as part of this Agreement or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2023. Should City defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 21: NOTICES

A. All notices, demands, requests, instructions, approvals, and claims shall be in writing.

B. Any notice to or demand upon the Consultant's shall be sufficiently given if delivered to the Consultant's Project Manager, or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, by electronic mail, or facsimile, in each case addressed as follows:

Kucera International Inc.
_____
_____
_____
_____

C. All papers required to be delivered to the City shall, unless otherwise specified in writing, be delivered to the Project Coordinator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Management Point-of-Contact or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, by electronic mail, or facsimile, in each case addressed as follows:

Augusta, Georgia
_____
_____
_____
_____

SECTION 22: COMPLIANCE WITH THE LAW

A. The Consultant under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules, and regulations of federal, state, and local governments in effect at the execution of this Agreement. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, Consultant shall herewith report the same in writing to the City. Consultant shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

SECTION 23: TERMINATION

This Agreement shall terminate upon the City's acceptance of and payment for all authorized deliverables and services.

Termination for Convenience. Either party may terminate this Agreement, for its own convenience, by providing thirty (30) days' written notice to the other party. In the event of such termination, City shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

Termination for Default. This Agreement can be terminated based upon Consultant's failure to perform based upon the occurrence of any one of the following: Consultant's breach of this Agreement for failure to abide by the terms of this Agreement, Consultant's bankruptcy, lack or loss of skilled personnel, or Consultant undertaking or failing to undertake an action in compliance with any laws, ordinances, rules, regulations, or orders of any public body having jurisdictions. The City shall have the right to terminate this Agreement with thirty (30) days' written notice to Consultant. In the event that Consultant cannot cure the default within thirty (30) days from the date of the written notice of termination, this Agreement shall automatically terminate after the thirtieth (30th) day. Consultant shall be liable for any loses occurring as a result of any event of default.

Any termination of Consultant's services will not affect any right of the City against the Consultant then existing or which may thereafter occur. Any retention of payment of monies by the City due to Consultant will not release the Consultant from compliance with the Agreement Documents.

SECTION 24: AMENDMENTS

Modification Requires Legislative Approval. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto. Consultant acknowledges that this Agreement 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, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all the City contracts for goods and services, except revenue producing contracts. .Notwithstanding the forgoing, the City shall provide Consultant a certified copy of the legislative authorization from the Board of Commissioners for this Agreement, and any amendment, change order, modification, addition of deliverables, or similar document. The City further acknowledges that Consultant shall not commence any work that is contained in any this Agreement, or any amendment, change order, modification, addition of deliverables, or similar document, until it has received said certified copy of the legislative authorization, and that Consultant shall not be liable under this Agreement, or under law or equity, for any delays which are due to its not timely receiving said legislative authorization.

This document and attachments represent the full and final Agreement between the Consultant and the City. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

In the event of a discrepancy, conflict, or incongruity between the project RFQ specifications (Exhibit A) and the Consultant's technical proposal (Exhibit B) or other directives not mutually agreed to by the

City and Consultant, the project RFQ specifications shall have precedence unless otherwise mutually agreed by the City and the Consultant.

SECTION 25: ASSIGNMENT

Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets. The Consultant shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of the City. In case the Consultant assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Consultant shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this Agreement.

SECTION 26: GEORGIA OPEN RECORDS ACT

Consultant acknowledges that this Agreement and certain documentation that this Agreement may receive may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.) (hereinafter the "Act"). Consultant shall cooperate in a commercially reasonable manner in responding to such requests and shall make relevant non-exempt records that may be in its possession as defined in, and which are subject to the Act, available for inspection and copying as required under the Act. Confidential and Proprietary documentation and/or information that Augusta may receive from the Consultant shall be marked as such and shall attach an affidavit attesting to the confidential and proprietary nature of the documentation and/or information, and shall be subject to the relevant exclusions pursuant to the Act.

SECTION 27: LOCAL SMALL BUSINESS PROGRAM

Although the solicitation for which this Agreement was procured did not contain a local small business goal, should consultant choose to engage a local small business at any point during the performance of this Agreement, then, in accordance with Chapter 10B of the AUGUSTA, GA. CODE, Consultant expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. Such documents shall be in the format specified by the Director of Compliance and

shall be submitted at such times as required by Augusta, Georgia. 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.

SECTION 28: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the City. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

In the event of a discrepancy, conflict, or incongruity between the project RFQ specifications (Exhibit A) and the Consultant's technical proposal (Exhibit B) or other directives not mutually agreed to by the City and Consultant, the project RFQ specifications shall have precedence unless otherwise mutually agreed by the City and the Consultant.

SECTION 29: JURISDICTION AND SIGNATURES

This Agreement is hereby signed in the State of Georgia and the laws of the State of Georgia shall be applicable hereto. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Richmond County, Georgia. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. This section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

Agreed to by: City of Augusta, Georgia

Signature: _____

Name: _____

Title: _____

Date: _____

Agreed to by: Kucera International, Inc.

Signature: _____

Name: John Antalovich, Jr.

Title: President

Date: _____

Commission Meeting

February 21, 2023

Vendor Award – Bid Item #22-291A Early Site Package for Soil Remediation – New Fire Station 3

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the award of Bid Item #22-291A Early Site Package for Soil Remediation – New Fire Station 3 to Kuhlke Construction & Associates, Inc.
Background:	The Fire Department requested bids for early site package for Soil Remediation at the site of New Fire Station 3 located at 2649 Gordon Hwy. Out of the three bid packages returned, Kuhlke Construction & Associates, Inc. was the lowest bid at $875,000.
Analysis:	Soil remediation at the site of new Fire Station #3 located at 2649 Gordon Hwy is required before construction can begin.
Financial Impact:	$875,000
Alternatives:	None at this time
Recommendation:	To approve the motion to approve the award of Bid Item #22-291A Early Site Package for Soil Remediation – New Fire Station 3 to Kuhlke Construction & Associates, Inc.
Funds are available in the following accounts:	329034510/5413130 JL 2203298074
REVIEWED AND APPROVED BY:	Antonio Burden, Fire Chief/EMA Director

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, October 26, 2022 @ 1:00 p.m.** via ZOOM **Meeting ID: 822 5408 8180; Passcode: 443482** for furnishing:

Bid Item #22-291 Early Site Package for Soil Remediation - New Fire Station #3 – for Augusta, GA – Fire 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 examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blue Print. **The fees for the plans and specifications which are non-refundable is $157.00**.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, September 15, 2022.** Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

Pre-Bid Conference will be held on Monday, October 10, 2022 @ 10:00 a.m. Via Zoom Meeting ID: 870 7625 2980; Passcode: 322538. Site Visits require a 24-hour notice, please contact Lea Rigdon at 706-836-8436 to schedule an appointment.

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 12, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

Augusta Procurement Department
Attn: 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 15, 22, 29, 2022 and October 6, 2022
Metro Courier	September 15, 2022

Revised: 2/19/2016

Bid Opening Bid Item #22-291 Early Site Package for Soil Remediation - New Fire Station #3
Augusta, GA - Fire Department
Bid Date: Wednesday, October 26, 2022 @ 1:00 p.m.

Total Number Specifications Mailed Out: 33
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 154
Georgia Procuement Registry: 865
Pre-Proposal Conference Attendees: N/A
Total Packages Submitted: 1
Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Bid Bond	Base Bid
Quality Plus Services, Inc. 2929 Quality Drive Peterburgs, VA 23805	Yes	546959	Yes	Yes	$1,529,895.00

Augusta GEORGIA

Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

'23 JAN 18 1:42PM

January 13, 2023

Ms. Geri Sams, Procurement
Ref: Vendor Recommendation Bid Item #22-291A Early Site Package Soil Remediation - Fire Station #3

Dear Ms. Sams:

The Fire Department would like to award Bid Item #22-291A Early Site Package – Soil Remediation Fire Station #3 to Kuhlke Construction & Associates. Kuhlke submitted the lowest bid for this project. If you have questions or require further information, do not hesitate to contact me at 706-821-2909 or 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief/EMA Director

Augusta Fire Department/Emergency Management Agency
3117 Deans Bridge Road, Augusta GA 30906
(706) 821-2909 – Phone (706) 821-2907-Fax
WWW.AUGUSTAGA.GOV

ACES
2247 WRIGHTSBORO RD.
AUGUSTA, GA 30904

ATTN: CEDRIC SMALLS
SMALLS & BROWN CONSTRUCTION
137-A GORDON STREET
CHARLESTON, SC 29403

ATTN: MATHEW PARKER
CARDNO ATC
1453 GREENE STREET
SUITE A
AUGUSTA, GA 30901

LAND REMEDIATION, INC.
74 HUDSON RIVER RD
WATERFORD, NY 12188

ATTN: JOHN E. MORRIS, III
MORRIS INSULATION & ENVIRONMENTAL
1463 BROAD STREET
AUGUSTA, GA 30901

ATTN: ROBERT HEAVEY
HIBERNIA ENTERPRISES ASBESTOS
2125 WHITEKIRK STREET
KENNESAW, GA 30152

TRC COMPANIES, INC.
21 GRIFFIN ROAD NORTH
WINDSOR, CT 06095

LAKE MURRAY ENVIRONMENTAL SERVICE
1311 W MAIN STREET
LEXINGTON, SC 29072

ATTN: HOWARD FROST
RAM/EMPIRE ENVIRONMENTAL
16 TUSCANY TRAIL
DALLAS, GA 34157

SHEALY ENVIRONMENTAL SERVICES
106 VANTAGE POINT DRIVE
WEST COLUMBIA, SC 29172

ATTN: HIRAM THOMPSON
THOMPSON BUILDING WRECKING
631 11TH STREET
AUGUSTA, GA 30901

ATTN: DON BROWN
O'ROURKE/MARLAY ENVIRONMENTAL
7560 IND. CT.
ALPHARETTA, GA 30004

ATTN: SCOTT DRINKO
GLE ASSOC. INC.
1100 SPRING ST NW, #820
ATLANTA, GA 30309

ECG
3271 EAST 19TH ST.
SIGNAL HILL, CA 90755

ATTN: PRESTON TUTT
J & B CONSTRUCTION
2550 GORDON HWY
GROVETOWN, GA 30813

ATTN: GIL HARRELL
CONVERSION TECHNOLOGY
2190 N NORCROSS TUCKER ROAD
NORCROSS, GA 30071

ATTN: STEVE POLLOCK
D. H. GRIFFIN WRECKING
2365 MABROS INDUSTRIAL PARKWAY
ELLENWOOD, GA 30294

HERRYGERS ENVIRONMENTAL
602 NORTHWOOD ROAD
LEXINGTON, SC 29072

COASTAL WASTE SERVICES
217 SUTTON LAKE RD.
WILMINGTON, NC 28401

ATTN: MUSTAFA ASEM
DBM
3329 W. HOSPITAL AVE.
CHAMBLEE, GA 30341

HISCO ENVIRONMENTAL LLC
3604 FERNANDINA ROAD
COLUMBIA, SC 29210

ATTN: BRIDGETT KENDRICK
KENDRICK CLEARING & HAULING
1247 NEW SAVANNAH ROAD
AUGUSTA, GA 30901

A&D ENVIRONMENTAL SERVICES
1741 CALKS FERRY ROAD
LEXINGTON, SC 29073

ATTN: NICOLE L ROACH
SOUTHERN ENVIRONMENTAL SERVICES
1059 TRIAD COURT STE 12
MARIETTA GA 30062

SOUTHEAST DEMOLITION
835 GLENAIRY DRIVE
ATLANTA, GA 30328

ATTN: THOMAS NEHRLING
SOUTHERN ABATEMENT
101 MLK DRIVE
FORSYTH, GA 31029

ATTN: MEGAN FREE
MORLEY COMPANIES
7560 INDUSSTRIAL COURT
ALPHARETTA, GA 30004

ATTN: C. C. GRIFFIN
SAVANNAH ABATEMENT
702 E. DUFFY ST
SAVANNAH, GA 31401

ATLAS
1395 S MARIETTA PKWY.
SUITE 124
MARIETTA, GA 30188

PAVEWAY OF AUGUSTA
306 SILVER BLUFF RD
AIKEN, SC 29803

AVERY 5160 Easy Peel Address Labels Bend along line to expose Pop-up Edge Go to avery.com/templates Use Avery Te

RE-BID 22-291A
EARLY SITE PACKAGE FOR SOIL REMEDIATION-NEW FIRE STATION #3 FOR AUGUSTA, GA FIRE DEPARTMENT
BID DUE THUR, JAN 12 , 2023 @ 3:00 P.M.

RE-BID 22-291A
EARLY SITE PACKAGE FOR SOIL REMEDIATION-NEW FIRE STATION #3 FOR AUGUSTA, GA FIRE DEPARTMENT
MAILED: 12/8/22

Pat: avery.com/patents Etiquettes d'adresse Easy Peel Repliez à la hachure afin de révéler le rebord Pop-up Allez à avery.ca/gabarits Utilisez le Gabarit Avery 5160

iSi Environmental 2022-12-08	nason@isienvironmental.com Mason, Marc	N	NOM
iVolv Business Consultants, Inc. 2022-12-08	bmknight@ivolvconsultants.com McKnight, Beverley	Y	AFA
iVolv Business Consultants, Inc. 2022-12-08	dfontenot@ivolvconsultants.com Fontenot, David		
iVolv Business Consultants, Inc. 2022-12-08	greid@ivolvconsultants.com Reid, Gregory		
iVolv Business Consultants, Inc. 2022-12-08	mclewis@ivolvconsultants.com Lewis, Morris		
iVolv Business Consultants, Inc. 2022-12-08	mphilpott@ivolvconsultants.com Philpott, Manuel		
oki group 2022-12-08	OKIRIEBEN@YAHOO.COM OKIRIE, BEN	N	NOM
precision Abatement, llc 2022-12-08	cmgeer@earthlink.net geer, mike	N	NOM
pro geotech inc 2022-12-08	najjar.w@gmail.com Najjar, Walid	N	NOM
q 2022-12-08	jtemperilli@garner-es.com Temperilli, John	N	NOM
q 2022-12-08	striplett@garner-es.com Triplett, Sherri		
sevenson environmental services, inc. 2022-12-08	jmhouse@sevenson.com house, michael	N	NOM
usregistryconnect 2022-12-08	rfq@usregistryconnect.com usregistry, usregistry	N	NOM

ETHNIC GROUP	COUNT
African American	93
Asian American	8
Native American	12
Hispanic/Latino	14
Pacific Island/American	1
Non Minority	504
Not Classified	0
Total Number of Vendors	632
Total Number of Contacts	1065

Planholders

Add Supplier | Export To Excel

Supplier (9)

Supplier	Download Date
BMS Enterprises, Inc.	01/04/2023
Cabrera Services Inc	12/13/2022
Construction Bid Source	12/19/2022
Dodge Data	12/13/2022
ENERCON Services, Inc.	12/08/2022
envirosmart	01/10/2023
Gator Dredging	12/08/2022
International Waste Services	01/05/2023
Pryco Structural, LLC	12/12/2022

Add Supplier

Supplier Details

Supplier Name	BMS Enterprises, Inc.
Contact Name	Terral Roberson
Address	1129 Brett Drive, Suite C , Conyers, GA 30094
Email	troberson@bmsentinc.com
Phone Number	678-923-6528

Documents

Filename	Type	Action
22-291A_ITB	Bid Document / Specifications	View History

Commission Meeting

February 21, 2023

Item Name: Accountability Court FY24 CACJ Grant

Department:	Richmond County State Court/Accountability Court
Presenter:	Crystal Page
Caption:	Motion to approve Accountability Court applying for FY 24 CACJ Grant
Background:	Accountability Court DUI & Veterans Court programs are requesting to apply for FY24 CACJ grant funds to assist in the operation of these programs. This is annual award that we have applied for since 2012.
Analysis:	None
Financial Impact:	This grant requires a 12% cash or in-kind match of $21,932
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	204022320/3511410 participant fees
REVIEWED AND APPROVED BY:	Kellie K. McIntyre, Chief Judge Richmond County State Court

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

At the direction of the Funding Committee under the Council of Accountability Court Judges (CACJ) the Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking applications for competitive funding for qualified new and existing Accountability Courts in the State of Georgia.

State of Georgia
Accountability Court Funding Program
FY'24 Solicitation Packet

Eligibility

Applicants are limited to local entities for new and existing Adult Felony Drug Court, Adult Mental Health Court, Veterans Treatment Court, DUI Court, Family Treatment Court, Juvenile Drug Court, or Juvenile Mental Health Court.

Any applications received of the same court type within a single jurisdiction (circuit or county) will be reviewed together and considered one application.

Deadline

Applications are due by 5:00 p.m. on Friday, March 3, 2023

Available Funding

The amount available for distribution will be determined by the legislature during the 2023 session. There is a 12% cash match requirement.

Award Period

July 1, 2023, through June 30, 2024

Release Date: February 1, 2023

THIS GRANT IS *NOT* INTENDED TO FUND YOUR PROGRAM 100%.

104 MARIETTA STREET NW, SUITE 440 | ATLANTA, GEORGIA 30303
404.657.1956 | 877.231.6590 | 404.657.1957 FAX
CJCC.GEORGIA.GOV

SECTION I: OVERVIEW AND INSTRUCTIONS

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council (CJCC) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-four members representing various components of the criminal justice system.

Overview of the State of Georgia's Accountability Court Funding Program

The Council of Accountability Court of Judge (CACJ) was created in 2015 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

How to Apply

Interested applicants should review the FY'24 Solicitation Packet in its entirety, and submit the completed application, including the requested information and all required attachments, using the link provided to the court by CJCC on or before 5 p.m., March 3, 2023. **The application is the only acceptable format for submitting the narratives and budget for this funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; scanned or handwritten copies of the application will not be accepted. The CACJ and CJCC will release a pre-recorded FY'24 instructional grant webinar on or about Wednesday, February 1, 2023; interested applicants are encouraged to view the webinar. Additionally, CACJ and CJCC will host a FY'24 grant virtual question and answer webinar on Wednesday, February 8, 2023 at 12:00 pm.** Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

Match Requirement (12 percent CASH match)

Applicants must identify the source of the 12 percent non-state portion of the total project costs and how they will use match funds. Match is restricted to the same uses of funds as allowed for the state funds. Applicants may satisfy this match requirement with cash only (no in-kind services).

Match Waiver: The CACJ may waive the match requirement upon a determination of fiscal hardship. **To be considered for a waiver of match, a letter of request signed by the Authorized Representative or Program Judge must be submitted with the grant application defining the fiscal hardship.** Fiscal hardship is defined in terms related to reductions in overall budgets, furloughing or reductions in force of staff or other similar documented actions by the local governing authority which have resulted in severe budget reductions. A match waiver request must be submitted as a separate attachment to the application and titled as the "*Match Waiver.*"

NOTE: You do NOT need to match every item you are requesting but must supply a 12% match in the overall budget request. The match must be from one of the allowable categories.

The formula for calculating the match is:

Requested Grant Amount multiplied by 12 then divided by 88 = Required Match

Example:

12 percent match requirement: for a state award amount of $100,000, match would be calculated as follows:

State Award x 12/88 = Match

Ex. $100,000 x 12/88 = $13,363.36

SECTION II: SOLICITATION PROCESS

Please read and understand the Certification for Accountability Court Funding attachment before completing the application. All accountability courts shall attend training and submit a proposed budget/narrative for all funds requested through this grant.

Existing Courts

Complete all sections of the application, unless noted otherwise.

Implementation Courts

Complete sections of the application to the best of your ability. The committee understands that you may not have all the answers yet but expects that you have thought through all of the issues related to each section of the application.

Application Review

Applications will be reviewed and assessed by the CACJ Funding Committee members and its designated representatives who will consider the following:

1. Past compliance with all financial and programmatic reporting requirements.
2. Overall quality and completeness of the application.
3. Demonstration of clear, measurable, and appropriate project goals.
4. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.
5. The use of evidenced-based treatment.

6. Responsiveness to peer review, certification, and treatment fidelity findings.
7. The use of other funding sources, including participant fees.
8. Adequate correlation between the cost of the project and the objective(s) to be achieved; and
9. Sharing resources among each accountability court within the circuit is strongly encouraged. All applications within each circuit will be reviewed together.

Only complete applications received by the deadline will be reviewed. When an application is received by the CJCC, there is no commitment on the part of the CACJ Funding Committee to fund an application or to fund it at the amount requested. All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The CACJ Funding Committee has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.
Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the CACJ Funding Committee.

Funding Decisions
All funding decisions related to CJCC applications received in response to this solicitation are made by the CACJ Funding Committee and are based on the availability of funding. The Council will inform the applicants of funding decisions through grant awards. Applicants should not make assumptions regarding funding decisions until they have received official written notification of awards or denials signed by the CJCC Council Director.

Once an award is made, the CACJ in conjunction with CJCC, maintains discretion to determine that a grantee is not compliant with applicable policies, and upon such a determination may terminate further funding and require reimbursement of grant funds to the CACJ.

Restrictions on Use of Funds
For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, utilities, furniture (existing courts only), incentives, monthly cell phone charges, case management software (including maintenance and upgrades), vehicles, weapons, office supplies (existing courts only), construction projects and grant administrative overhead.

Supplantation
Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose.

Generally, supplanting occurs when a local government or program reduces local or other available funds for an activity specifically because state funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, any State grant funds may not replace any local, or other available funds that have been appropriated or allocated for the same purpose. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

Grantees wishing to accept FY'24 funding must submit signed Acceptance Letters and Special Conditions to the CJCC Office, so it is *received* no later than 5 p.m., June 30, 2023. The CACJ Funding Committee will assume your court rejects its FY'24 award if these acceptance documents are not received by this submission deadline.

Special Conditions

At the time of the grant award, the CACJ Funding Committee will assign special conditions, as deemed appropriate for the program. The special conditions will outline the grantee's responsibilities, as well as state regulations that must be followed, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed, and returned to CJCC by 5 p.m., June 30, 2023 (see above). **One fourth of all awarded funding must be requested in that quarter's SER each reporting period. This means that the expenditure must be paid by your local funding agency and CJCC reimbursement has been requested within that reporting period. Any unused funds each quarter end will be retained by the CJCC to be managed by the CACJ. *This is a reimbursement grant.*** If awarded funds, your court will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a quarterly basis. **Training is made available to each court that accepts grant funding. Please see www.cacj.georgia.gov for the training dates and attendee requirements.** Expenses for training will be reimbursed by the CACJ Funding Committee.

Reporting Requirements

Recipients of this FY'24 grant award will be required to complete and submit SER and a CACJ electronic data submission report, due no later than 15 days after each quarter end. Failure to submit reports in a timely fashion could result in a 10% penalty that will be based on the initial grant award. Subgrantees are given a 10-day grace before any action is taken (applies to SER only). **The electronic data submission reports will be generated using the state approved case management systems during FY'24. The CACJ will present implementation courts with the opportunity to select a state approved case management system on or about July 1, 2023.**

SER (Sub-grant Expenditure Requests): Reimbursement requests for expenses incurred during the grant period on either a monthly or quarterly basis. To request reimbursement, the recipient must submit a financial report within fifteen days of the month's end date, to their designated grant specialist.

Commission Meeting

February 21, 2023

Richmond County Juvenile Court 2023 Learning Loss Grant

Department:	Juvenile Court
Presenter:	Willie M. Saunders, Chief Judge Juvenile Court
Caption:	Motion to approve the acceptance of a $50,000 Learning Loss Grant from the United Way of Greater Atlanta for youth served through the Department of Family and Children Services.
Background:	The Richmond County Juvenile Court's Thrive Program was awarded a $50,000 grant to strategically focus on reducing learning loss for those dependent youth who reside in economically disadvantaged communities with higher concentrations of black and brown students.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

[EXTERNAL] 2023 Learning Loss Grant- Now Active

Cali Glasper <cglasper@unitedwayatlanta.org>

Wed 1/25/2023 3:10 PM

To: DaCara Brown <DBrown@augustaga.gov>

Cc: Learningloss <learningloss@unitedwayatlanta.org>

Greetings Augusta Richmond County Juvenile Court

Thank you for completing the Grant Requirement Confirmation Form. Your grant has been made active in our grants management portal, FLUXX. You likely received an automated email from FLUXX when we made your grant active. Please be advised that you will still need to sign the grant MOU, which serves as the official grant contract, when it becomes available **later this month**. The MOUs will be sent electronically through DocuSign later this month. Upon signing the MOU at the end of month, United Way will release your first quarter grant payment in mid-February.

Please reach out to learningloss@unitedwayatlanta.org with any questions about the Learning Loss grant.

Kind regards,

Cali Glasper
Learning Loss Grant Support Team
United Way of Greater Atlanta
Monday - Friday 7am - 4pm
40 Courtland Street, N.E.
Atlanta, Georgia 30303
cglasper@UnitedWayAtlanta.org
www.unitedwayatlanta.org

[**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.]

[EXTERNAL] Application has been Granted

United Way <do-not-reply.grants07-us-east-1@fluxx.io>

Wed 1/25/2023 2:03 PM

To: DaCara Brown <DBrown@augustaga.gov>

Dear DaCara:

Congratulations! We are pleased to inform you that United Way of Greater Atlanta has approved your proposal, Request ID number G-202210-09022, in the amount of $50,000.00.

Please use your previously assigned log in credentials (username and password) to log into the United Way of Greater Atlanta FLUXX grantee portal to review and verify your banking information and/or additional requirements.

Thank you.

[**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.]

[EXTERNAL] 2023 Learning Loss Grant Award

Jeong, Lauren <ljeong@unitedwayatlanta.org>

Thu 12/29/2022 9:40 AM

To: DaCara Brown <DBrown@augustaga.gov>

Cc: Learningloss <learningloss@unitedwayatlanta.org>

Dear DaCara Brown,

Thank you for applying for the FY23 Learning Loss Grant, a program offered by United Way of Greater Atlanta and Georgia's Division of Family and Children Services. We are pleased to inform you that **Augusta Richmond County Juvenile Court** has been selected to receive a grant award of **$50000** for the **Thrive** program for the grant period January 1, 2023 – December 31, 2023. Next steps in the award process have been outlined below and detailed instructions have been provided in this Grant Award Orientation.

1. ***Completion of the Grant Requirement Confirmation Form by January 20, 2023.***

   This form will ask you to provide and confirm the following:

   - Confirmation that your organization understands the grant requirements. *Organizations must verify youth eligibility and secure a completed DFCS Youth Participant Eligibility Form for each youth benefiting from Learning Loss funding by the end of the grant period.*
   - Projected number of youth served **through the Learning Loss grant**. Your application stated that you would serve **135** youth with this grant. Please make sure the number you enter reflects the number of youth you will collect DFCS Youth Participant Eligibility Forms for.
   - Physical addresses of program sites supported through the Learning Loss grant.
   - Confirmation of your RBA metrics. You will report against these metrics in your mid- and end-of-grant reports. You can log into FLUXX to view the RBAs submitted in your application. If you would like to make adjustments, make sure to reference this RBA guidance document.
   - Technical assistance interests & needs.

Please make sure to review the Grant Award Orientation and confer with your program staff before completing the Grant Requirement Confirmation form.

2. ***Completion of Required Updates in FLUXX by January 20, 2023.***

   All new grant recipients are required to provide the following information in your FLUXX Grants Management Portal. Use your existing FLUXX log-in credentials to log-in to the FLUXX Portal:

   - Once you log in, click on the Organization (1) tab on the left side of the screen.
   - Then select EDIT at the top right of the screen, be sure to:
     - Complete any blank fields and enter all required information in the Organization card
     - Upload a copy of your financial statements
     - Upload a copy of your Board Roster
     - Complete your Banking Information and upload a Voided Check

3. ***Execution of the Memorandum of Understanding (MOU)***

   Once all the steps above are completed and your organization has addressed any outstanding questions from United Way, United Way will send your organization an MOU, which serves as the official grant contract. This will be sent electronically through DocuSign. Upon signing the MOU, United Way will release your first quarter grant payment in mid-February. The following payments will be issued as follows:

   - 2nd payment: May 2023
   - 3rd payment: July 2023 upon successful completion of the mid-grant report
   - 4th payment: October 2023

Throughout the grant period, we will be offering a series of technical assistance opportunities. The first will be the data security training with Pro Bono Partnership of Atlanta that will provide tips for securely storing the DFCS

Youth Participation Eligibility Forms. Stay tuned for more details.

For your convenience, we will be storing key grant documents, including the grant orientation, in this folder throughout the grant period.

Please reach out to learningloss@unitedwayatlanta.org with any questions about the Learning Loss grant. We will also be offering optional office hours at the following times for organizations to pop in and ask any questions they may have about the grant:

- Friday, January 6 at 11am-noon
- Wednesday, January 11 at 11-noon
- Wednesday, January 18 at 1-2pm

In addition, you can find frequently asked questions about the learning loss grant award here.

Thank you,

Lauren Jeong
Grant Manager, Learning Loss
United Way of Greater Atlanta
learningloss@unitedwayatlanta.org

[**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.]

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000420	JUVENILE	2023 Learning Loss Grant

The Georgia legislature has allocated state funds to the Georgia Division of Family and Children Services to reduce learning loss for the state of Georgia. Georgia Division of Family and Children Services has chosen to strategically focus on reducing learning loss by implementing grant opportunities that serve Georgia's most vulnerable young people who reside in economically disadvantaged communities with higher concentrations of black and brown students. No local match require. No EEO Dept. Required.

Start Date: 01/01/2023 **End Date:** 12/31/2023
Submit Date: 01/11/2023 **Department:** 022 Juvenile Court **Cash Match?** N
Total Budgeted Amount: 50,000.00 **Total Funding Agency:** 50,000.00 **Total Cash Match:** 0.00

Sponsor: GM0045 GA Dept. of Education
Sponsor Type:
Purpose:
Flow Thru ID: GM0045 GA Dept. of Education

Contacts

Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

Approvals

Type	By	Date
FA	D. CRAIG	01/11/2023

Dept. Signature:
Grant Coordinator Signature: 1/30/2023

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

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

o Deny the request _____

Finance Director — Date: 1-30-2023

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

o Approve the Department Agency to move forward with the application

o Deny the request _____

Administrator — Date: 2/1/23

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Commission Meeting

February 21, 2023

Minutes

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to approve the minutes of the Regular Commission Meeting held on February 7, 2023 and the Special Called Commission Meetings held on February 9 and 14, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, February 07, 2023
2:00 PM

INVOCATION

Pastor James Jividen, Augusta First Church of the Nazarene

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

RECOGNITION(S)

A. Congratulations! Mr. Le'Don Sapp, Information Technology Department as the 2022 Employee of the Year.

Presentation is made to Mr. Sapp.

B. Congratulations! Mr. Alex Ferrand, Information Technology Department as the January 2023 Employee of the Month.

Presentation is made to Mr. Ferrand.

DELEGATION(S)

C. Mr. Kevin Delaigle regarding status of the City's Cemetery Perpetual Care Commission

Motion to delete this item from the agenda and reschedule for the March 7, 2023 Commission meeting.

Motion made by Garrett, Seconded by Frantom.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

D. Ms. Megan Buckalew regarding status of the association of the Augusta Boathouse and Augusta Rowing Club.

It was the consensus of the Commission that the Administrator, the Recreation Director and the Augusta Sports Council meet with Ms. Buckalew to discuss the needs of the Augusta Rowing Club regarding space for the storage of their equipment and other needs and to bring back their recommendations to the next Public Services Committee meeting.

CONSENT AGENDA

(Items 1-24)

PUBLIC SERVICES

1. Motion to **approve** New Location: A.N. 23-04: A request by Sharon Gittens for an on-premises consumption **Liquor, Beer & Wine License** to be used in connection with Jamaica Way locat

at 2650 Tobacco Rd. There will be Sunday Sales. District 4. Super District 9.**(Approved by Public Services Committee January 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

2. Motion to **approve** the Daniel Field DBE Policy for 2023 Construction Project. **(Approved by Public Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

3. Motion to **approve** accepting donations from artists who have participated in the previous iteration of the Augusta Sculpture Trail to Augusta, Georgia and make the following the permanent home of their sculptures:**(Approved by Public Services Committee January 31, 2023)**

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

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

4. Motion to **approve** entering into a lease agreement for Hickman Park with the Trust of Oakland Park as lessor.**(Approved by Public Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

5. Motion to **approve** entering into an updated lease agreement for Eisenhower Park with the Augusta National Golf Club as lessee.**(Approved by Public Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulli

Lewis, Guilfoyle

6. Motion to **approve** the memorandum of understanding with Aiken-Augusta Swim League (ASL) for the usage of the Augusta Aquatic Center in 2023.**(Approved by Public Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

7. Motion to **approve** the Planning Commission working on Sustainability & Design Standards for potential incorporation into the Zoning Ordinance.**(Approved by Public Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Smith-McKnight, Seconded by Garrett.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

ADMINISTRATIVE SERVICES

8. Motion to **approve** the Human Resource Department to enter into a third-party agreement for the marketplace platform to assist Augusta, Ga employees in locating childcare service providers.**(Approved by Administrative Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

9. Motion to **approve** the development of (2) single-family workforce homes, new construction.**(Approved by Administrative Services Committee January 31, 2023)**

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

10. Motion to **approve** recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.**(Approved by Administrative Services Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam,

11. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments (RFP 22-277)**(Approved by Administrative Services Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

12. Motion to **approve** updating the two commitment (support) letters and Resolution of Support from the City for a State Veteran Cemetery Construction/Building in Augusta, GA with signature lines to be approved at the next meeting. **(Approved by Administrative Services Committee January 31, 2023)**.

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

13. Motion to **approve** the purchase of 11 Dodge Police Chargers, bid #22-289 at a total cost of $485,287 from Thomson Motor Center for the Richmond County Sheriff's Office.**(Approved by Administrative Services Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

ENGINEERING SERVICES

14. Motion to **approve** supplemental funding to continue on-call engineering services by Alfred Benesch & Company for Utilities Department on Fort Gordon (P313469).**(Approved by Engineering Services Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

15. Motion to **approve** Supplementing Construction Contract of Landfill Phase 3 Unfinished Liner (Cell 3B2) Construction Services to Morgan Corp. Also, approve supplemental funding for $2,981,252 for completing Cell 3B2 construction. Requested by Engineering. RFP 21-183.**(Approved by Engineering Services Committee January 31, 2023)**

    Motion to approve.

Motion made by Garrett, Seconded by Frantom.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

16. Motion to **approve** and authorize implementation of attached Exhibit A - Section E listed action items recommended by Engineering and Environmental Services Director.**(Approved by Engineering Services Committee January 31, 2023)**

    Motion to approve and authorize implementation of attached Exhibit A listed action items and to authorize Engineering and Environmental Services Director to negotiate the terms of a two-year extension of the waste hauler contract with Waste Management which was approved on January 3, 2023.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

FINANCE

17. Motion to **approve** directing the Administrator and staff to report back to the committee in 120 days with recommendations on ways to save money in the departments without increasing taxes due to anticipated budget shortfalls when the ARP money is exhausted. **(Approved by Finance Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

PUBLIC SAFETY

18. Motion to **approve** Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri) as a sole source procurement.**(Approved by Public Safety Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

19. Motion to **approve** and accept a grant for the continuation of the Victims of Crime Act (VOCA) Grant with funding from the Criminal Justice Coordinating Council of Georgia to provide services to crime victims from October 1, 2022, through September 30, 2023, and authorize the Mayor to execute the necessary documents.**(Approved by Public Safety Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam

20. Motion to **approve** the acceptance the Second Amendment to the Inmate Health Care Services Contract.**(Approved by Public Safety Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

21. Motion to **approve** the purchase of 400 Tasers for the Richmond County Sheriff's Office. **(Approved by Public Safety Committee January 31, 2023)**

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

APPOINTMENT(S)

22. Motion to **approve** the appointment of Ms. Stephanie Clarke to the Augusta Planning Commission representing District 2.

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

23. Motion to **approve** the appointment of Mr. Don Clark to the Augusta Aviation Commission representing District 9.

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

PETITIONS AND COMMUNICATIONS

24. Motion to **approve** the minutes of the Regular Meeting held on January 17, 2023 and the Special Called Meetings held on January 24, 25, and 31, 2023.

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 25-30)

APPOINTMENT(S)

25. Motion to **consider** the appointment of Britney Pooser to the Department of Behavioral Health and Developmental Disabilities Advisory Council (DBHDD)

    Motion to approve.

    Motion made by Garrett, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

PLANNING

26. Z-23-03 – A request for concurrence with the Augusta Georgia Planning Commission to **approve with the conditions** below a petition by Beazley Development Co. Inc on behalf of GA Baptist Children's Homes, Poplar Group, LLC and Michelle Atkins, Julie & Walter Golosky – requesting a rezoning from **Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential)** affecting property containing approximately 201.59 acres located at **3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring** Road. Tax Map #142-0-003-01-0, 142-2-001-00-0 and a portion of Tax Map #142-0-074-02-0. **DISTRICT 6 1.** The concept plan submitted with this application is for illustration purposes only and does not constitute a development plan review. **2.** The development shall be limited no more than 354 single-family detached lots with an overall density of 1.87 units per acre. Lots outside of the cul-de-sac must measure at least 50 feet wide. **3.** Sidewalks must be provided on both sides of all streets within the new development boundaries and comply with ADA standards. **4.** A pavilion, or gazebo and benches, or similar meeting space, and the walking trail, at a minimum, must be provided as amenities for the subdivision. The amenities must be constructed prior to the 230th unit in the subdivision receiving a Certification of Occupancy. 5. A traffic study is required to determine whether existing roadways need additional improvements and if proposed road improvements will be sufficient. If Traffic Engineer requires an acceleration lane and / or a deceleration lane it must be provided for the proposed subdivision. Decisions made by the Traffic Engineer shall be adhered to. **6.** All work within the right-of-way of Windsor Spring Road must meet City of Augusta and Georgia Department of Transportation standards and specifications. 7. At the issuance of a building permit for lot 201 the applicant shall be responsible for the installation and cost of a traffic signal at the intersection of Manchester Drive and Tobacco Road and will collaborate with Augusta Engineering for cost sharing. **8.** The first phase of the development shall take place near the proposed entrance along Windsor Spring Road. **9.** Construction traffic access via Manchester Drive must be kept at a minimum. **10.** A minimum of 4 entrances are required for this subdivision based on the number of lots shown on the concept plan. The applicant must request a variance from the Land Subdivision Regulations to reduce the required number of entrances. The variance must be approved before

submitting a development plan for review. **11.** This project shall comply with all development standards and regulations, including but not limited to the Tree Ordinance, set forth by the City of Augusta, GA at the time of development. **(Deferred from the January 17, 2023 Commission Meeting)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Garrett.
Voting Yea: Garrett, Williams, Frantom, Guilfoyle
Voting Nay: Johnson, Scott, Smith-McKnight, Pulliam, Lewis
Voting Abstaining: Mason

PUBLIC SERVICES

27. New Ownership: A.N. 23-05: A request by Upendra Brahmbhatt for a retail package Beer & Wine License to be used in connection with Avyan Investment, Inc located at 601 Bransford Rd. District 3 Super District 10.**(No recommendation from Public Services Committee January 31, 2023)**

    Motion to approve.

    Motion made by Williams, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

ADMINISTRATIVE SERVICES

28. Motion to **consider** for approval the following: **(Requested by IA Takiyah Douse)**

    a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof

    b) approve Augusta, Georgia's receipt of $3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)

    c) allow HCD to move forward with implementation of administrative verification form,

    d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,

    e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

    Motion to approve.

    Motion made by Pulliam, Seconded by Williams.
    Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

    Mr. Frantom out.

PUBLIC SAFETY

29. Motion to **approve** request from the Richmond County Sheriff's Office for emergency funding for purchase/repair of outdated food service and laundry equipment in the amount of $486,872.90. **(Requested by Sheriff Richard Roundtree, RCSO)**

Motion to approve with funding from the Capital Allocation Budget.

Motion made by Williams, Seconded by Scott.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEMS

1. Motion to approve the appointment of Mr. William Fennoy to the Augusta Aviation Commission representing District 1.

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

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.

   Voting Yea: Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis, Guilfoyle.

2. Motion to approve the appointment of Mr. James Germany to the Augusta Aviation Commission representing District 6.

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

   Motion to approve.

   Motion made by Garrett, Seconded by Frantom.

   Voting Yea: Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis, Guilfoyle.

CALLED MEETING COMMISSION CHAMBER
February 9, 2023

Augusta Richmond County Commission convened at 1:00 p.m., Thursday, February 9, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: All right, I think everybody's in place, Madam Clerk, I call this special called meeting to order.

The Clerk: Yes, sir, thank you, Mr. Mayor. The Honorable Jordan Johnson, District 1 commissioner, will lead us in our invocation after which the Marshal Lamkin will lead us in our Pledge of Allegiance.

Commissioner Johnson presented the invocation.

The Pledge of Allegiance to the Flag of the United States of America was recited.

Mr. Mayor: Madam Clerk, before we get started, I just want to remind the audience that today is a very important meeting for the health and safety of our community. I acknowledge and understand today's special called meeting has been one of the most contentious in our community however with that being said, this is the people's house, it demands respect so we're going to be respectful to one another. We're not going to have any outbursts and we're not going to talk over one another. So let's get the people's business done so we can go home. With that said, Madam Clerk, let's go.

The Clerk: Okay. Item #1 is to discuss a request for proposals for RFP #23-500-00 Emergency 911 Ambulance Services.

Mr. Mayor: Thank you, Madam Clerk. I see Commissioner Frantom from the 7th in the queue.

Mr. Frantom: Are we going to get a full presentation of this bid or are we just going to start with questions?

The Clerk: I'll direct that to the Administrator.

Mr. Frantom: I guess just for clarity to the attorney or Ms. Sams. The way that we did this process, the Commission is not allowed to see any of the details of the other two bids. Is that correct?

Ms. Sams: In accordance to the Georgia statute and your statute, it says that we will evaluate and rank three proposals and we did that and as we go through the process of evaluating and coming up with a vendor, we will take each of them in order and no information is to be

shared until after you complete the process with the first vendor, then the second vendor, and the third vendor.

Mr. Frantom: Okay. My next question is that the score sheets, well, first off, can we for the record who the committee members were because this body was never told who the committee members were that did the process.

Mr. Sams: Mr. Commissioner, I can't think of any time that the names of the committee members has been released. When we do evaluations of the proposals, all committee members are given a number and I don't know the number of each person that received it.

Mr. Frantom: Okay. I was told by a former commissioner this morning that committee members' score sheets have been provided in the past where we see the score sheets from each committee member?

Mr. Sams I don't know which commissioner gave you that information but that is not something that we would normally do.

Mr. Frantom: Okay. My last question is for the attorney. Is this body allowed to make a substitute motion that is outside this contract today?

Mr. Brown: I believe the proper course of action in accordance with our procurement process is that the procurement or the user department which would be the Fire Department would present you with a negotiated contract and you are to vote on that contract. If you vote on a vendor who did not prevail in accordance with the process of Augusta's procurement, you probably will attract a lawsuit for due process violations because the scope of services which was advertised to the public which let people know if they should or should not bid produces a winner of that bid which is the highest and most fit company to do so. So it would be very difficult to see how you can select a vendor who is not the highest and most suited for the contract.

Mr. Frantom: Okay, and if the motion fails under this premise, I mean one time we've been able to open it up for reconsideration. Today will we be able to do that or is it done once the first vote?

Mr. Brown: If a motion fails?

Mr. Frantom: Yes, sir.

Mr. Brown: If the motion fails, there is no action on that vote, on the item so your item remains, can remain alive unless Commission has reason to believe that the matter has been exhausted and no possible outcome exists, no probable outcome exists to go further so I doubt on the first vote you will have that indication.

Mr. Frantom: But I guess my question is can we make a motion for reconsideration if the first vote fails?

Mr. Brown: If the first vote fails, you would not be allowed to make a motion for reconsideration because the matter has not yet been acted upon.

Mr. Frantom: Okay, thank you.

Mr. Brown: You could keep, you would just make another motion. You don't need a motion of consideration if it fails. Once you take an action, any vote that does not produce six votes for something is not an action and what I'm saying is if you don't have an action, what you call a vote that fails, then the matter is still on the table.

Mr. Frantom: Okay, thank you. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, sir. The Chair recognizes the commissioner from the 1st, Commissioner Johnson.

Mr. Johnson: Thank you, Mr. Mayor. Just wanted to see if we can get a presentation. I know there are a lot of questions but if we can have a presentation on this packet before we move forward.

The Clerk: Ms. Douse, is Ms. Sams prepared for the presentation?

Ms. Douse: Yes, we have as well as Ms. Sams, our Procurement Director, and the Fire Chief is prepared, and I am as well if you would like to go through the contract as presented.

Mr. Mayor: Thank you, Madam Administrator. Next in the queue is the commissioner from the 3rd, Commissioner McKnight.

Ms. McKnight: I've got a quick question before we look at the presentation and this might be for Ms. Sams or the Administrator but or committee members and score sheets. Is that not something that is public knowledge in public? Okay, well, I just wanted to clarify.

Mr. Mayor: Ms. Sams.

Ms. McKnight: Just making sure. Just wondering why it's not.

Mr. Mayor: Ms. Sams.

Ms. Sams: Yes, sir.

Mr. Mayor: The question, commissioner from the 3rd. Can you rephrase your question?

Ms. McKnight: I just wanted to ask again, are committee members and score sheets, why is that not public knowledge to the public?

Ms. Sams: Well, the procurement has to be abandoned --

The Clerk: Mike, please.

Ms. Sams: Yes, ma'am.

The Clerk: Thank you.

Ms Sams: -- has to be abandoned and then any notes that the Procurement Department has will be subjected to public record and it will be released at that time. The individual scores will be released at that time.

Mr. McKnight: All right, thank you.

Mr. Mayor: Thank you, Ms. Sams. Attorney Brown.

Mr. Brown: I was just going to state for the commissioner from the 3rd, Commissioner McKnight, that the purpose of that rule and procedure is to avoid the interference by commissioners and others with the process. The recommendation of the committee should be done based upon the contract and there is no relevancy on knowing the names of the committee. Who is evaluating does not impact the evaluation but after Commission has taken its action in this matter, those, like other procurement records, will become public knowledge and can be obtained by open records.

Ms. McKnight: Okay, that must be after the fact we choose somebody, is that correct?

Mr. Brown: Yes, or after the fact that this procurement has ended.

Ms. McKnight: Okay.

Mr. Mayor: The Chair recognizes the commissioner from the 8th, Commissioner Garrett.

Mr. Garrett: This is kind of a follow-up on this idea around the scores and all of that. So since we can't talk about who is part of the committee can we ask which departments were part of the committee?

Ms. Sams: That's part of the public records and it's also a part of the Procurement Code which states that there will be representatives from the Procurement Office, from the Administrator's Office, from the user departments and we always have someone from the Finance Office.

Mr. Garrett: Okay. So is there not a way to show the scores without showing the names of the vendors? Would that not be admissible for public?

Ms. Sams: We are showing the scores in a manner of accumulated scores so that's how they are being shown publicly, sir.

Mr. Mayor: The Chair recognizes the commissioner from the 5th, Commissioner Williams.

Mr. Williams: Aren't you going to do a presentation?

Ms. Sams: We are going to talk about the process, yes, sir.

Mr. Williams: So let me go after she finishes with her presentation. Is that okay, sir?

Mr. Mayor: Yes, sir, that will be just fine. All right, Ms. Sams, are you ready?

Ms. Sams: Yes, sir. What you have in your hands is a vendor's timeline. The timeline that you now have, gentlemen, earlier if you recall I think around the 24th, 25th, we submitted the timeline for us to start. Well, after beginning the process of course, the vendor –

Mr. Mayor: Ms. Sams, can you pull the mike a little closer, please, if you don't mind?

Ms. Sams: The vendors' part of that was not included simply because we didn't know who the vendors were going to be. Everything that you see in blue shows that the vendors received notification of when we identified the vendors as to who would be returning to the Procurement Department to do presentations and to do, and to ask questions during the evaluation process and I need to put in record because I read somewhere that a vendor said that they were not notified so the first notification went to all three vendors. Gold Cross received theirs at 3:44, AmeriPro received theirs at 3:47 and AMR received that notification at 3:55 and that notification stated that they were to appear before evaluation committee and gave the time and also gave the zoom information for them to be present for that evaluation. The vendors' confirmation notification was also sent to all vendors and that was sent on February 7. Gold Cross received that notification at 8:46 a.m., AmeriPro received it at 8:48, AMR received theirs at 8:51. That notification simply stated, and I need to put this on record and it was from the Procurement Department, Ms. Williams sent this notification out, we look forward to speaking with you this afternoon. As a reminder, your interview presentation time is at the times that I said. The time will be no longer than 30 minutes. You will be given an opportunity to introduce your company. The committee members will also be given an opportunity to discuss with you your plan of action should you be chosen the vendor to partner with Augusta, Georgia. As we submit our zone application to the state of Georgia, you will be asked to elaborate on the number of ambulances, your plan to provide to Augusta Georgia along with your total annual fee. All vendors received that in accordance to the times that are listed on this sheet. Of course, the committee did the evaluation on February 7 and there you see vendor one who was selected, Gold Cross. Vendor two was AmeriPro. The committee finalized the vendors selection on Wednesday, February 8 and today we are here. Gentlemen, we are here with a contract from a vendor that has gone through the process and the committee has ranked according to the sheets that each of you have received to be the best suited for Augusta, Georgia. Augusta's Procurement Department followed all rules, regulations as guided by the state of Georgia and your Procurement Code and Mr. Mayor, I'd like to take a little bit of time to go through some of those codes.

Mr. Mayor: Yes, ma'am, please. Thank you.

Ms. Sams: Thank you, sir. We were talking earlier about the release of information. I would like to share with you the state of Georgia Code and it says, pending, rejected or deferred sealed bid or proposals and detailed cost estimates related to until such time as a final award as a final award of a contract is made, the project is terminated or abandoned or the agency in possession of the records take a public vote regarding the sealed bid. I cannot release the information to you that you seem to think this is first time we have withheld that particular information. I cannot say to you the importance of making sure that we follow all the laws and all of your Procurement Code. There were questions asked stated in the newspapers about the process and the score sheets as it relates to ranking. Well, in order to receive local vendors' preference your bid cannot exceed $100,000. That's per your Code so what the Procurement Department has done is called, if you look at your sheets that you received on last night, we look at how far a company is from an area, is located from this area, and we give points to the vendors who are closer to Richmond County. After reading this morning that there was perhaps an oversight of the procurement regulations, let me stand before you and say that's not the case. It's not the case first because vendor preference is not a part of this RFP. Vendors preference is not a part of this RFP so I guess someone is asking why. Why isn't it a part? It's not a part because as I stated, your amount exceeds $100,000. It exceeds $100,000. That's our reason. Yes, sir. Okay, if you look at number six. It says within Richmond County. It says within the CSRA and it says within Georgia and it lists other states that would be appropriate. Well, according to the information that we received from Gold Cross, the address submitted was Martinez. The other information that we received from all the other cities will speak for itself and of course on your sheet, you will find those addresses. One was from Atlanta, one was from Stone Mountain, Gold Cross submittal said Martinez so I don't think that that was an oversight. We asked the vendors to come back and do a presentation and talk to us and you see that outcome coming from the people that were voting. Procurement does not vote. We oversee the process. We are at a point and, Mr. Mayor, I hear you and I hear all of you, I hear the citizens, I hear everybody. In the last week we have received numerous phone calls from our public, from some of you about this. The timeline I've heard that your backs are pushed against the wall. We didn't do it. We did not do it. We followed directives from the state of Georgia that gave us ten days to do a process that normally takes anywhere from 45 to 60 days and even when we had that challenge, Mr. Mayor, I'm sure so many people thought that that would not happen. We got comfortable in thinking that was impossible but then we were able to do it and we were able to do it appropriately and according to the rules and regulations that governs this city and your procurement rules and regulations. As a Procurement Director, this appointment came to me. When I got home and before I could get home, it was all over the news. Now is that an appropriate way to release information to our public? I think not because then we became subjected to public opinion and now the first thing today I hear that people want to know the representatives who voted. I wish that not on anyone in Augusta, Georgia that sits around the table to do evaluations because let me tell you, Geri Sams has caught enough hell just sitting in the seat. We talk about being real. We talk about being open. We talk about being fair but then why do you do this to me? I'm going to follow the rules and ya'll have stood by me on many situations and our backs were against the wall and, Mr. Mayor, let me tell you we came out of every situation victoriously. We came out of every challenge victoriously and we, although we had this ten-day challenge, we came out of that as a Procurement Department professional, abiding by all your rules and regulations. This committee that you guys put together did their jobs. So please consider this procurement being appropriate, fair and open and anything you need after you

make a decision up, down, around the corner or wherever, we will be able to release the information for the public to see what we saw and why these scores appears the way they do.

Mr. Mayor: Thank you, Ms. Sams. All right, we're going back to the queue. Commissioner from the 5th.

Mr. Williams: All right, I want to make a suggestion then I want to make a motion. Ms. Sams, is the vendor in here today?

Ms. Sams: Yes, sir, he is.

Mr. Williams: The Ameripro vendor? Can we have him to come up here and introduce himself?

Mr. Mayor: Yes, sir.

Mr. Williams: And give us a little, whatever they figure they can do for Augusta.

Mr. Mayor: Yes, sir, please. Sir, before I allow you to introduce yourself, that's just one question, one additional question from Ms. Sams that the commissioner from the 8th has asked.

Ms. Sams: Yes, sir.

Mr. Garrett: Thank you. Actually, I have a couple of questions just in regards to your speech you just gave. I'm not sure why you felt you were attacked or whatever but that's beside the point. You know we're here to talk about one issue and one issue only. So can I ask you a question? Were all the vendors, during the question-and-answer section of the process, were they all asked the exact same questions?

Ms. Sams: Yes, sir, those that were appropriate, but you know questions don't always, yes, they were asked the same questions and sometimes when you ask that question to one vendor, it might lead to another question.

Mr. Garrett: Okay, I'm just trying to make sure that I know like when you interview people for jobs, it's very important that you ask the same questions that way you're able to evaluate them all equally and fairly.

Ms. Sams: Yes, sir.

Mr. Garrett: So looking through the RFP and all of the requirements that were submitted, you mentioned earlier that price was not included, or actually you said that this exceeded the $100,000 dollar mark so the local preference was not part of the process so looking at the RFP, price was not included either so how were you able to waive that part? I mean --

Ms. Sams: How were we able to, can you repeat that, sir?

Mr. Garrett: So looking at the scoring and the RFP, pricing was never a part of the equation so how were you able to waive the $100,000 mark?

Ms. Sams: I didn't waive any $100,000 mark.

Mr. Garrett: I'm just asking the question.

Ms. Sams: I know and I understand the question so let me stand down just a little and give you a proper answer. If you look at the Augusta Richmond County Code 1-10-6, that's where we have a local vendor preference and if you look at D, it will be self-explanatory in that it says that –

Mr. Garrett: I think you're missing my question. Pricing wasn't part of the scoring. Pricing wasn't part of the total RFP so how were you able to state that the local preference wasn't included?

Ms. Sams: That was going to be the second part of my answer.

Mr. Garrett: Okay.

Ms. Sams: And the first part that your concerns were are the local vendor preference and I was just letting you know where you could go and find it in your Code. And we went into there knowing and it would have been nice if we could have gotten a bid for $99,000 but we all knew that that wasn't going to happen. So it was rather easy for me to determine that there was no way to give anyone a local preference of any sort. The bids were all negotiated by the committee. The sealed envelope was after the evaluation and according to the law and your Code.

Mr. Garrett: All right, and my last question looking over the RFP one of the statutes that was set for anybody that applied for this had to have an ambulance license for at least five years. Does the company that is being sent in front of us meet that qualification?

Ms. Sams: Yes, sir, they do.

Mr. Garrett: Okay and I raise that question because it looks according to the Secretary of State's website, it looks like their ambulance license was not in effect until March of 2018 which would put us about a month short of that meeting that five-year. They have a business license from January. They didn't have an ambulance license.

Mr. Mayor: Commissioner Garrett, we'll have –

Ms. Sams: And I would answer that question. I would want you to also look at the RFP. The RFP does not say that they have to have a license in the state of Georgia. So and it said that they had to have, I'll let the company speak to that but I just don't want you to limit it, the license through the state of Georgia.

Mr. Garrett: I just figured that it would be a license for the state of Georgia since we were operating in the state of Georgia but thank you.

Ms. Sams: You're welcome, sir.

Mr. Mayor: Thank you, Ms. Sams. Sir, if you will for the record state your name and address.

Mr. Larry Richardson: My name is Larry Richardson. I'm the Chief Business Officer, Executive Vice President and Co-Founder of AmeriPro Health. My home address is in Sinoia, Georgia. 100 Whetstone Road, Senoia, Georgia, where they filmed The Walking Dead.

Mr. Mayor: Great. I have a few commissioners in the queue. I have one in the queue from the 10th. Commissioner Guilfoyle, do you have a question?

Mr. Guilfoyle: Yes, sir. I did not know if it was appropriate to ask Mr. Larry some questions to make sure I am not out of line.

Mr. Mayor: Let's get a presentation.

Mr. Guilfoyle: Okay. Absolutely.

Mr. Richardson: Okay, so AmeriPro Health has been a tech enabled ambulance company. We pride ourselves on professionals with integrity and commitment. I got out of the Marine Corps, it didn't get out of me. We built our company on those core values. We are currently serving five states right now. Our Florida operation has been in service under a Certificate of Need since 1992. We have ambulance services in Mississippi, Tennessee under the name of CareMed EMS which falls under the AmeriPro Health umbrella and then we have AmeriPro EMS that functions in Georgia and then changed the name to the Florida organization to that as well as now Tennessee and Alabama, moving operations into Alabama. We function heavily on critical care and highly acute patient transports. Every single one of our ambulances since our inception and everything has been brand new. We have never spared costs or anything when it comes to ambulances. We actually replace our ambulances at 180,000 miles. We are currently doing an entire fleet refresh right now. We are at about 135 ambulances as of last night. We have another ten ambulances that will be dropping in the next 12 days. We currently are at 600 personnel including response personnel, support staff and everything. We have two communication centers licensed in EMD. One is in Jacksonville, Florida and one is in Morrow, Georgia. The one in Jacksonville is not EMD certified but the one in Morrow, Georgia is. Every single ambulance that we have is tracked by three different means of GPS. We've got a high level of accountability on all of them. You get live feed from inside the ambulance at the front of the cab, not the patient compartment. And we've never relented on anything that we've done. We've partnered with every prestigious healthcare system in Atlanta, Northside, Piedmont, Emory, Wellstar and as well as in Jacksonville we are contracted with Baptist Health System, Ascension, HCA and the University of Florida in north Jacksonville. I'll pause now for any questions

Mr. Mayor: Commissioner from the 5th.

Mr. Williams: I want to make a motion to approve.

Mr. Johnson: Second.

Mr. Mayor: All right, Madam Clerk, we have a motion.

The Clerk: Bobby Williams and Mr. Johnson to approve.

Mr. Mayor: All right, we have a motion and a second. Attorney Brown.

Mr. Brown: I would simply unless the Commission knows, is the assumption that you are approving the proposed contract as presented by Procurement and the Administrator?

Mr. Williams: Yes, sir.

Mr. Mayor: All right, commissioner from the 10th.

Mr. Guilfoyle: Yes, sir, Mr. Mayor, you know I just opened up this contract today trying to get a grasp of it. I did my research, started yesterday on this company. What I'm finding out is you know they, apparently, they buy out other companies, but in the state of Georgia they have 38 ambulances available that they take care of different municipalities. They do support in DeKalb County for AMR and this is what I found on the internet so Mr. Larry, I'm hoping I'm saying all this correctly, but what I'm finding out is they have not done a jurisdiction over 22,000 residents before. That's where the biggest area that covers that they have. Augusta, Georgia is 207,000 people and it ranges from the river all the way to Burke County from Ft. Gordon and my concern is bringing in a new company what will happen. They are going to have to have support. If we have an incident, we've got a lot of factories here, we've got a lot of schools, God forbid if we have an incident in the school and they supply us eight ambulances and then two ambulances for 12 hours a day so basically we get nine ambulances for the tune of $1.6 million dollars. I'm concerned about the action we're fixing to take based on a 30-minute conversation I guess they're in the RFP procedure but at least I know the company here local. They have been here numerous years, has employees over 250 of our residents, the money stays here locally. If we deal with this company coming in, the money goes out of this area. The employees are going to be coming from out of this area plus you know it's $2.16 million dollars on the face side of this contract but we're going to have to look at the other aspects of this contract. We are housing this company in our own fire stations free. We kicked Gold Cross out years ago. Nobody's willing to discuss that. We also have to modify our 911 Department, have new people come in. this contract is not only going to cost us $2.16 but time we give the amenities in hiring the extra staff for 911 we're going to look at $3 million dollars and what we had two weeks ago is a contract with our local provider for $1.75 mil and we turned it down. So here we are looking at something to double us. Double the cost for us. I've never seen a company treated the way Gold Cross has. They go from $1.4 million down to $650,000 the last four years and expect to keep providing the same service. That's hard to do. I'm a business owner myself, I couldn't do it. But they kept their composure, kept a smile on their face the whole time and that says something about their character. They employ our

local people. So I'm going to make a motion to give Gold Cross a one-year contract at current terms and rate that we have set aside for them right now on the monthly terms.

Ms. McKnight: Second.

Mr. Mayor: All right, Madam Clerk, we have a substitute motion and a second.

Mr. Guilfoyle: Thank you, Mayor.

Mr. Mayor: Mr. Richardson, I'm going to allow you to come back and answer a question regarding, you had a question, Commissioner Guilfoyle, I'm going to get to you in just a second about the service area. Let me ask this question first. Commission Guilfoyle, can you restate your question regarding the –

Mr. Guilfoyle: Mr. Larry, you've got 38 ambulances total in the state of Georgia, is that correct, at this time, registered with the state of Georgia?

Mr. Richardson: Probably, yes.

Mr. Guilfoyle: Okay. You're going to put nine, ten here in Augusta, Georgia.

Mr. Richardson: Well, actually 13.

Mr. Guilfoyle: Okay, quick response vehicles will make up the difference, correct?

Mr. Richardson: That would be 16.

Mr. Guilfoyle: Okay. In order to have backup support, you've got no different than you have in DeKalb County where you back up AMR, is that right?

Mr. Richardson: We currently do not do that anymore.

Mr. Guilfoyle: Okay, so you're no longer in DeKalb County.

Mr. Richardson: No, we only had two ambulances during the daytime hours there and it was just as a mutual aid agreement.

Mr. Guilfoyle: Okay, under your mutual aid which hopefully there's one in this contract, who are you going to get to be your back up support as far as resources because I know you can't pull a resource from outside the area because your closest location is what, three hours away?

Mr. Richardson: Correct. So we would use local ambulance services to talk with them and negotiate with them with a mutual aid contract.

Mr. Guilfoyle: Do you already know which ambulance service you're going to be speaking with?

Mr. Richardson: We'll be speaking with all of them.

Mr. Guilfoyle: Okay, I'll let you have that one.

Mr. Richardson: It's our responsibility to vet them and that's what we pledge to do for the City of Augusta. We want to be able to mitigate this process and take the stress off of the city to do that so I think we, and our leadership has roughly about 240 years of operating high emergency zones from Texas to Tennessee to Georgia to some of the busiest zones in America and we didn't get there and we didn't get to the size that we are now by not understanding what we do and not knowing what we do. We're very good at what we do, and we are very proud of the company that we are.

Mr. Guilfoyle: Mr. Larry, under my understanding of reading up on you yesterday, you have set contracts with the different municipalities and within a short time you had to go back before that body and request more funding. Is that correct?

Mr. Richardson: That is correct.

Mr. Guilfoyle: How many times different cities did you have to do that to, sir?

Mr. Richardson: One.

Mr. Guilfoyle: Once?

Mr. Richardson: It was with a regional contract between us and Lamar County and the reason is when the previous vendor left, we did not understand the infrastructure nor did the counties understand that infrastructure and when we came in, one of them was the largest cost that they had no communication infrastructure so we undertook that to build that communication infrastructure for them as well as their facilities were not suitable for inhabitants because they were all reserve fire stations. Some of them did not have the capabilities for us to house our units in so we had to go back to the county with the hospital's station that was there because it was the only place for the infrastructure. Nor did the Upson County or Lamar County knew of that so as a reference inside of our RFP I put them as our first references so they could explain that in their own words if you would like to talk to them.

Mr. Guilfoyle: Okay, and as far as you didn't understand the infrastructure is the reason why you went up on cost. Is there any infrastructure in this contract that you do not understand?

Mr. Richardson: No, it's very clear in that. The previous infrastructure, because it was owned, the company that was there before bought it from the hospital, Upson Regional Hospital, so not the county nor us nor anybody knew that that infrastructure was not there. And we protected the county with actually going in and helping them with their communication infrastructure because they were under severe problems with HIPPA non-compliance.

Mr. Guilfoyle: Okay, and the first ambulance service that your company has acquired which is your CEO which actually this gentleman here is actually the president of the, but he's not the owner, acquired his first ambulance service? Who is your owner?

Mr. Richardson: Me, sir.

Mr. Guilfoyle: You're not the same picture that I seen in my research.

Mr. Richardson: It's owned by me and my business partner.

Mr. Guilfoyle: Who is your business partner?

Mr. Richardson: Suhas Uppalapati.

Mr. Guilfoyle: That's the one I've seen.

Mr. Richardson: Yes, sir.

Mr. Guilfoyle: Okay. First acquired in 2018? Ten ambulances from a business that's been in business for 54 years, I believe?

Mr. Richardson: Yes, sir. (inaudible) Ambulances Services, Inc. down in Jacksonville, Florida.

Mr. Guilfoyle: Okay, that was your first acquire?

Mr. Richardson: Yes.

Mr. Guilfoyle: In 2018?

Mr. Richardson: Sorry?

Mr. Guilfoyle: You acquired that in 2018, January of, no, April, I'm sorry, April of 2018?

Mr. Richardson: No, that acquisition was, I can't remember when that acquisition was exactly. It was in 2018, I believe.

Mr. Guilfoyle: Thank you, sir.

Mr. Richardson: -- it has been in service under a CON application since 1992.

Mr. Mayor: Thank you, sir. The Chair recognizes the commissioner from the 1st.

Mr. Johnson: Thank you, sir. I don't have any questions, sir. I have a couple of questions for our staff. So this is mostly for the Administrator or our attorney. What happens if this contract doesn't pass today?

Mr. Brown: Augusta, I'm just assuming what you mean –

Mr. Johnson: I mean that this body doesn't vote to take the recommendation of the staff. What happens then?

Mr. Brown: Then Augusta would be a potential applicant without the apparent needed ambulance service it would need to be a viable applicant. In other words, it would more than likely doom Augusta's ability to successfully secure the zone or to be seriously considered at the DPH level.

Mr. Johnson: Okay, thank you. So my only comment here is that we've been going around this mountain now for a while. We've gotten ourselves to the point until we finally all agreed that we needed to allow our staff to do the job and we needed to get out of the way, something that it seems that we just can't do. The media put out the information about this shortly after I received the email from staff. I have a question. How did they get that information? Was it by an open records request? How did the media get that information? Okay, you don't have to answer that publicly. I kind of know what happened. Somebody from up here gave it to them. So the point that I want to attempt to make here is that at this point this conversation isn't about Gold Cross. Nobody ever said we didn't want Gold Cross. This question was never about Gold Cross. When we got to this point and the contract was presented to us that we had never seen and we wanted to pass it anyway, Gold Cross said okay, we're going to get the zone back and they walked. Everybody got on TV and said there's no plan. Grandma is not going to get picked up even if that wasn't true. So then we came back to the table a couple of days later and agreed to let our staff do our staff's job, put Gold Cross on a month-to-month, staff has come back, done what they said that they were going to do and we're still questioning the integrity of the people that we hire and that we pay because they're not coming back with the people that we want personally. Now, come on, let's not make this about a company. At the end of the day my father could need an ambulance today. Perhaps some of your family members could. We all have sick family, elderly family. So either we're going to play politics and let folks sit here in the community and not have ambulatory care or we're going to do something for a change as a body that actually benefits the community. I mean it's not like we're doing much else so I'm getting sort of frustrated here because the politics are starting to smell. We have to pick people up if they fall, if they get hurt and we have an opportunity to do that. As much as I love Gold Cross, as much as I love everybody else, it's not about them. It's about the people outside of this chamber that's going to feel the sting of our stank politics. Now we don't need to keep going around this mountain. If you want a company, just say that. Just say it. But if you actually want quality service in Augusta Richmond County at a price that we can all agree to, vote, but then we don't need to be brining companies up here and grilling them as though this is a senate judiciary committee hearing. The politics stinks and you're going to be held accountable for it.

Mr. Mayor: Thank you, Commissioner. Commissioner Williams, you want to go first? Commissioner Garrett, you're up, sir.

Mr. Williams: Yeah, I had a motion on the floor really and truly, I just want to call for the question. We're going around and around and like Commissioner Johnson said, you're beating up

the staff for doing their job trying to find holes in this thing. Look, either vote it up or vote it down. When we leave here, I'll be just fine. I'm going to get me a hamburger when I leave here. So let's just vote it up or vote it down.

Mr. Johnson: Mr. Mayor, I have one more point. Can I make one more point, sir, before we vote?

Mr. Mayor: One more point, sir.

Mr. Johnson: Okay. I want to also make a point that we stood in front of our communities this past weekend and looked them dead in their eyes and told them we would take the recommendation of our staff and I would hope that we did not stand up in front of a community of people and tell a lie publicly. So I said that and other people said that as well. And so the point that I'm making here is we have an obligation to our communities especially if we come out of our mouths and tell them that we're going to support what our staff brings to us. I hope that we'll be able to keep our word to our communities today. Thank you, sir.

Mr. Mayor: Thank you, Commissioner. Commissioner Garrett.

Mr. Garrett: Thank you, Mayor. This question is actually for the owner of the company we're considering. So reading the contract that says there is a six-month ramp up time, is that correct?

Mr. Richardson: Correct.

Mr. Garrett: Okay, what is your plan of action over the next six months to make sure that we have adequate coverage in this county if you are approved today?

Mr. Richardson: Well, we have the brand-new ambulances. They'll be dropping in the next ten days, ten to twelve days. We're going to get those inspected rather quickly and then once we're going to get that, we're able to do the transition immediately. That grace period is more along the lines of us having leniency when it comes to the fines as far as response times and that was an agreed upon negotiation with us to just make sure that we have, I mean there are supply chain issues globally. I can't affect supply chain issues globally, I mean, but we have ten ambulances already stocked up inside of a storage facility, although soft equipment like cardiac monitors, all that stuff. We have ten ambulances sitting there so we're not waiting on that. The other ten ambulances will be here in ten or twelve days.

Mr. Garrett: Understood. And so if there is no contract put in place today, are you still applying for the zone with the state of Georgia?

Mr. Richardson: I had not thought about it in the sense we were partnering with the City of Augusta so that they could get their zone and I think they should. But if not, I mean it has crossed our executive team's mind to do so. We actually have a conference call after this to decide whether or not.

Mr. Garrett: Thank you.

Mr. Mayor: All right, last commissioner in the queue before we move forward. Commissioner Frantom.

Mr. Frantom: Yes, thank you, Mr. Mayor. I just want to assure the people that you know two weeks ago we were voting on Gold Cross and the people that didn't support it said that people were going to get picked up and people are going to get picked up in Richmond County regardless of how this vote is. Just understand that. However this vote ends you're going to be fine. We still have I guess a month-to-month contract until something happens but you're going to fine, Augusta. Thank you.

Mr. Mayor: All right, Madam Clerk, so we have a substitute motion that's on the table and properly seconded. If you don't mind, just read that motion and as a reminder to my colleagues on the Commission, this will be a roll call vote in that our software is not working. Commissioner.

Mr. Speaker: (inaudible).

Mr. Brown: Yes, sir. I stand by the fact that my advice to you is to not vote on it. I believe to select another vendor over the recommended one without shown justification would subject Augusta to a serious and viable legal action against Augusta. The procurement process that the Commission approved by way of its ordinance said the procurement would occur by having it go to the Procurement Department by having user departments, Finance and other relevant department to have a strict procedure so that the bids would be protected, it would be sealed, they would be publicly opened for anyone including the press to attend which occurred in this instance and they would be evaluated and that team, procurement team would negotiate a contract and Commission in procuring this matter would consider that contract. In the past it has been my understanding if that contract was not approved, the bid had to go back out to the public for another bid.

Mr. Williams: So this vote that we're about to take on Gold Cross is outside of what you're advising us to do?

Mr. Brown: Yes, it is based upon the rules and the procedure as well as the policies and custom of Augusta I would advise and I previously advised that the vote should be on the proposal that was won and negotiated by Procurement. But I have no authority to stop Commission of course from making a motion as they see fit. It's just my duty to advise you that you put Augusta in legal harm's way to do so.

Mr. Williams: Thank you, sir.

Mr. Mayor: Thank you, commissioner from the 5th. Commissioner Garrett, you have a quick question for Attorney Brown?

Mr. Garrett: Yes, so the way that you answered that you're making it sound like we, the substitute motion on the floor would be accepting the RFP. I think the motion on the floor is extending the current contract which is not the RFP.

Ms. McKnight: That's what I (inaudible).

Mr. Brown: Could you read that motion please, Madam Clerk?

Mr. Garrett: The substitute motion.

Mr. Brown: The substitute motion, right, the substitute motion.

The Clerk: Is to a year, is to award a year contract to our current ambulance provider under the terms and conditions, under the same terms and conditions.

Mr. Brown: Is that, is that, that almost is, that is a contradiction actually if that's what is meant by the motion. You have a contract from month-to-month so I do not understand the motion if it is not to provide the zone to Gold Cross which this body cannot do because as of February 1 Gold Cross legally abandoned the zone and now that zone is going to be provided for by Department of Public Health.

Mr. Mayor: Commissioner Guilfoyle, let me ask you. Restate the intent of your motion, please.

Mr. Guilfoyle: The intent of my motion today, Mr. Mayor, one, was to save the county money by doing this month-to-month into a year contract of $150 (sic) a month and we're going to roll it into a year contract. Number one. What I'm saying bringing in a different company from out of town they had, I don't even need to say anything about another company, but anyway in other words just to bring Gold Cross from a month-to-month contract to a year contract and we could still apply for the zone at that moment, sir.

Mr. Mayor: Thank you, Commissioner.

Mr. Guilfoyle: And what the attorney is saying is different from the previous attorney that I had worked with for eight years –

Mr. Mayor: We're not going to go into any different attorneys. It has to stay relevant to this attorney. Thank you. Attorney Brown.

Mr. Brown: Does the governing body understand how that will work? How can you commit to a year when as the body has already stated and has been outlined that a provider will be, what will result from the state's vote after February 10. How can this body commit to Gold Cross being an ambulance service for a year when we will not have authority to make them an ambulance service in Augusta?

Mr. Johnson: Will the gentleman withdraw his motion?

Mr. Brown: The month-to-month could last for a year if there is no, we've already committed that they will have a month-to-month until there is an operational provider. If it takes

six months, if it takes a year, if it takes two years, but to say for a year we commit and will pay you for a year when there is almost no likelihood that we will have the legal ability to have them operate in Augusta once DPH appoints a provider. It just doesn't, it doesn't work.

Mr. Guilfoyle: Mr. Mayor, let's call for the question.

Mr. Johnson: Point of order, Mr. Mayor.

Mr. Mason: Request the gentleman withdraw his motion.

Mr. Mayor: I think the intent of the motion, I think the intent of the motion is to perhaps for the sake of the taxpayer to see if we can convert the month-to-month contract to Gold Cross under the current terms and then in conjunction with them apply for the zone on tomorrow which saves the taxpayer money based on what we're paying month-to-month.

Mr. Johnson: Point of order, Mr. Mayor.

Mr. Mayor: My question to you, Attorney Brown, is it permissible to vote on that motion that has been submitted by the commissioner from the 10th?

Mr. Brown: You can make it but it's a motion he made. You're not eligible to –

Mr. Mayor: Not me, but can the motion continue to stand with the second?

Mr. Brown: The body can make the motion. Again I believe that as I originally said because you haven't interpreted as I interpreted it, that the motion will to say that from this procurement we are going to vote on a vendor that was not the prevailing vendor will put, will create a procurement violation, will create a potential for a lawsuit and will make the City vulnerable for violating its own procedures. I will just as much as I can and respectful I can to advise you not to do that.

Mr. Mayor: Commissioner from the 10th, would you like to continue with your motion or would you like to withdraw your motion? You'd like to continue. All right, Madam Clerk, we have the substitute motion.

Mr. Johnson: I called for a point of order twice, Mr. Mayor. I called for a point of order twice, Mr. Mayor. You're not going to be able to silence me today. I asked for a point of order twice. Rules and regulations state that you have to accept my point of order. Get me a tissue. I don't need a tissue. What I need is for us to do the right thing up here and if we want to make a joke out of it, the attorney is telling us that voting on an item like this could put the City in so much harm. Just like the attorney told us weeks ago that voting for the contract that we tried to vote on without Gold Cross having the zone would have put us in a bad position and it was said that with six votes we could do anything. Not break the law. So we can make insults and we can made jokes but this is not SNL. What we're asking to do is not permissible. Withdraw the motion and vote on what is germane. We smell the politics, and we see the politics.

Mr. Mayor: The Chair recognizes the commissioner from the 10th.

Mr. Guilfoyle: Mr. Mayor, after consideration and talking to my long term colleague as well as you, Mr. Mayor, I rescind my motion.

Mr. Mayor: Thank you, Commissioner. All right, Madam Clerk, that, second. The motion has been rescinded, it has been rescinded. We're going to go our original motion which has been properly seconded. Can you read it for us, please?

The Clerk: Original motion is to approve the proposed contract as presented by the Administrator and the Procurement Department.

Mr. Mayor: Thank you. I'm going to recognize one person in the queue. All right, Madam Clerk.

The Clerk: Mr. Frantom.

Mr. Frantom: No, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: No, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: No, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: No, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: No, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

Motion ties 5-5.

The Clerk: Mr. Mayor, will you be voting?

Mr. Mayor: Yes, ma'am, I will.

The Clerk: Mr. Mayor.

Mr. Mayor: And I vote No.

Mr. Frantom, Mr. Garrett, Mr. Guilfoyle, Mr. Mason, Ms. McKnight and the Mayor vote No. Motion fails 5-6.

Mr. Johnson: Point of personal privilege. Just want to remind everyone up here that we told our constituents that we would take the recommendation of our staff and that had not been done. Thank you.

Mr. Frantom: Mayor, is it eligible to put Commissioner in District 10's motion back on the floor now?

Mr. Mayor: Mr. Attorney.

Mr. Brown: The agenda item that brought you to this meeting remains in effect and there can still be commission debate and activities and subject to motions.

Mr. Frantom: Okay.

Mr. Mayor: Commissioner from the 10th, are you interested – wait a second, I want to see if the commissioner from the 10th is interested in putting this motion back on the table.

Mr. Guilfoyle: Madam Clerk, do you still have my motion written down?

The Clerk: Yes, sir.

Mr. Guilfoyle: Thank you. I'd like to remain with my motion then if I could get a second.

Mr. Mayor: I have a motion. Is there a second?

Ms. McKnight: Second.

Mr. Mayor: All right, before we go through this vote we're going to go through, we've got some folks in the queue. Give me just a second. Commissioner from the 5th I do not see you in the queue but now I do. So, commissioner from the 5th.

Mr. Williams: Mr. Attorney.

Mr. Brown: Yes, sir.

Mr. Williams: Can they now put that on the floor? I'm thinking (inaudible) pass.

Mr. Brown: My understanding is that, excuse me?

Mr. Williams: I said I just thought the opportunity to make a motion for this has already passed since they took it off the floor and we did one.

Mr. Brown: No, the agenda item has not been acted upon therefore it remains on the agenda. If my understanding is that is the same motion that was made previously.

Mr. Williams: Are we able to put anything on the floor or are we voting on the RFP?

Mr. Guilfoyle: Call for the question.

Mr. Williams: You can call for it after I get finished.

Mr. Mayor: Mr. Williams.

Mr. Williams: So, hang on, I'm talking. You're interrupting me now. I've been quiet the whole meeting. Ya'll know – all right, I stand down.

Mr. Mayor: So, Madam Clerk. Attorney Brown.

Mr. Brown: Yes, if the, I believe the motion needs clarification. If the motion is to make Gold Cross, to award Gold Cross this RFP and make them, it's not that?

The Clerk: No, the one year.
Mr. Brown: Okay.

Mr. Garrett: Actually I have a question in regards to that.

Mr. Mayor: Wait a second. Are you ready for your question?

Mr. Garrett: Yes. So going back to what Ms. Sams said earlier, she said that if action wasn't taken on the first item of the RFP then we can go to the second, correct?

Mr. Williams: Mr. Mayor, we've got a motion on the floor.

Mr. Mayor: All right, we have a motion and we have the second.

Mr. Garrett: Did I misunderstand you?

Mr. Mayor: This is not related to an award of the RFP as it stands. It was a substitute motion by Commissioner Guilfoyle to convert the month-to-month contract with Gold Cross to a one-year contract that will allow Augusta to pursue the zone and it's under the current terms which has been negotiated of $150,000 per month which annualizes how much?

Mr. Brown: I believe that matter must not be allowed. If that's the interpretation of the motion, that should not be allowed on the floor. That motion, that subject matter is not on your agenda.

Mr. Mayor: Madam Clerk, for the sake of our community, we have a motion and I (inaudible).

Mr. Johnson: For the sake of yourselves, not your community. Don't misstate. Don't misstate.

Mr. Mayor: Sir, you are out of order.

Mr. Johnson: This whole process is out of order, Mr. Mayor.

Mr. Mayor: We have a motion and a second. Madam Clerk, we're voting.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Abstain.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: (inaudible) already abstained. I was (inaudible).

Mr. Johnson, Mr. Lewis, Ms. Scott and Mr. Williams vote No.
Ms. Pulliam abstains.
Motion fails 5-4-1.

Mr. Mayor: Thank you. Have a great day. Appreciate you guys being here.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on February 9, 2023.

_____
Clerk of Commission

CALLED MEETING COMMISSION CHAMBER
February 14, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, February 14, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: I think we have a quorum now. I'm going to go ahead and call this meeting to order. Attorney Brown.

1. **LEGAL MEETING**
   - **A. Pending and potential litigation**
   - **B. Real estate**
   - **C. Personnel**

Mr. Brown: Good morning, Mayor Johnson and Commissioners. We would request a motion to go into executive session for the discussion of personnel, potential or pending litigation as well as real estate.

Mr. Mason: So move.

Mr. Garrett: Second.

Mr. Mayor: So, Madam Clerk, we have a motion and a second. Voting.

Mr. Lewis, Mr. Frantom and Mr. Guilfoyle out.
Motion carries 7-0.

Mr. Mayor: All right. Let's proceed to executive session.

[EXECUTIVE SESSION]

Mr. Brown: We're ready, Mayor Johnson.

Mr. Mayor: Attorney Brown, are there any other motions?

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

Mr. Brown: We request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. Scott: Second.

Mr. Mayor: A motion and second, Madam Clerk. Voting.

Motion carries 10-0.

Mr. Mayor: All right, Madam Administrator, before we move into the committee portion –

The Clerk: He has three motions.

Mr. Brown: Mayor Johnson, we do have some motions.

Mr. Mayor: Proceed, Attorney Brown.

Mr. Brown: Thank you, sir. We request a motion to approve hiring of Mr. Eddie Blanton as Augusta, Georgia Junior Surveyor in the Engineering and Environmental Services Department at an annual salary of $54,550 and the customary benefits provided Augusta employees with the effective date of March 4, 2023.

Mr. Mason: So move.

Mr. Frantom: Second.

Mr. Mayor: Madam Clerk, voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown.

Mr. Brown: Mayor Johnson, we would request a second motion to adopt a Resolution authorizing the settlement of all claims by Larry L. Hodson in the total amount of $45,000 payable to Mr. Hodson and his attorney and waiving any other Augusta Georgia Ordinances and codes in conflict therewith.

Ms. McKnight: So move.

Mr. Williams: Second.

Mr. Mayor: Motion and second, Madam Clerk. Voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown, are there any more motions?

Mr. Brown: One last motion, Mayor Johnson.

Mr. Mayor: Okay.

Mr. Brown: Thank you, sir. We request a motion to adopt a Resolution authorizing the settlement of all claims by Adrienna Tolbert in the amount of $150,000 payable to Ms. Tolbert and her attorney waiving any codes of Augusta in conflict therewith for this instance only and for other purposes.

Mr. Mayor: Thank you, Attorney Brown.

The Clerk: Okay, we have a motion, you need a second?

Ms. McKnight: Second.

Mr. Mayor: All right, so we have a motion and a second. Madam Clerk, voting.

Motion carries 10-0.

Mr. Mayor: Thank you. Madam Administrator.

Ms. Douse: Mayor Johnson, I would like your consideration in adding an item to the special called meeting agenda. That item is captioned for the Commission to determine the status of RFP #23-500 which is for the emergency 911 ambulance services for Augusta, Georgia.

Mr. Mayor: All right, I don't think that requires unanimous consent but –

The Clerk: It does.

Mr. Mayor: It does? Okay.

The Clerk: To be added.

Mr. Mayor: But before you vote there is a question from the commissioner from –

Mr. Brown: Mayor Johnson, prior to any discussion it would be appropriate to request unanimous consent to add the item to your agenda.

Mr. Mayor: All right. So without objection?

The Clerk: Mr. Guilfoyle raised an objection to the item being added.

Mr. Brown: Therefore, the item cannot be added.

Mr. Mayor: It cannot be added?

The Clerk: Or discussed.

Mr. Mayor: I guess that concludes –

Mr. Williams: May I?

Mr. Mayor: Commissioner from the 5th.

Mr. Williams: Ms. Bonner, can you add it to the agenda for next week?

The Clerk: Which?

Mr. Williams: The item that she wanted added.

The Clerk: Okay. You want to add it to the Commission agenda?

Mr. Williams: Yes, ma'am.

The Clerk: Okay.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on February 14, 2023.

_____
Clerk of Commission

Augusta Commission Meeting

Tuesday, February 21, 2023

Department:	Augusta Commission
Presenter:	Commissioner Alvin Mason
Caption:	Motion to **approve** the appointment of Mr. **Zelwin Davis** to the Augusta Planning Commission Representing District 4.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.
First Name *	Zelwin
Middle Name *	Ladell
Last Name *	Davis
Suffix	
Date Of Birth *	5/15/1970
Address *	Street Address 4330 Creekview Dr Address Line 2 City Hephzibah State / Province / Region GA Postal / Zip Code 30815 Country United States
Home Phone *	7068302615
Work Phone	
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 *	Male
Occupation *	Manager and Real Estate Investing
Interests	Housing, City Development

Commissions, Authorities, & Boards

Volunteer For *	Board of Zoning Appeals Click add below to apply for more than one board.

Volunteer For *	Housing and Community Development Citizens Advisory Board Click add below to apply for more than one board.
Volunteer For *	Augusta Urban Redevelopment Agency Click add below to apply for more than one board.
Volunteer For *	Augusta Richmond County Planning Commission Click add below to apply for more than one board.
Volunteer For *	Augusta, Georgia Land Bank Authority Click add below to apply for more than one board.
Volunteer For *	Augusta-Richmond County Coliseum Authority Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

- ○ Yes
- ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

- ○ Yes
- ◉ No

I would like to receive an email confirmation of my submission.

- ◉ Yes
- ○ No

Email Zeldavis@comcast.net

Commission Meeting

February 21, 2023

Item Name: Z-23-04

Department: Planning & Development

Presenter: Carla Delaney

Caption: **Z-23-04** –A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Bobby Bagwell on behalf of Charles M. White – requesting a rezoning from Zone R-1 (One-family Residential) to Zone R-3B (Multi-family Residential) affecting properties containing approximately 7.6-acres located at 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, and 4469 Windsor Spring Road. Tax Map #179-0-002-08-0, 179-0-002-07-0, 179-0-002-09-0, 179-0-002-10-0, 179-0-002-06-0, 179-0-002-05-0, 179-0-002-04-0, 179-0-002-11-0, 179-0-002-12-0, 179-0-002-13-0, and 179-0-002-03-0. DISTRICT 5

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. All the properties shall be combined as one parcel and recorded in the Clerk of Superior Courts office prior to submittal for Subdivision Development Plan approval.

2. The proposed development shall substantially comply with the concept site plan submitted with the rezoning application and that the overall density of the development shall not exceed four (4) residential dwelling units per acre.

3. A wetlands delineation shall be performed on the properties and the development shall provide a 25-foot buffer from those delineated wetlands. The development shall comply with the City of Augusta-Richmond County Flood Damage Prevention Ordinance, and FEMA regulations for Special Flood Hazard Areas, including but not limited to the established base flood elevation and the U.S. Army Corps of Engineers regulations for any wetland encroachments.

4. All lots within the development shall be a minimum width of twenty-five (25) feet.

5. The development shall provide a minimum ten (10) foot electrical utilities easement between building for installation of electrical meters.

6. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain Subdivision Development Plan approval in compliance with Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property.

7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, including the Land Subdivision Regulations, and Augusta Tree Ordinance, at the time of development.

8. The development shall have staggered roof lines with delineated architectural features per unit.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-04

Hearing Date: Monday, February 6, 2023

Prepared By: Brian L. Kepner, Zoning Administrator

Applicant: Bobby Bagwell

Property Owner: Charles M. White

Address of Property: 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, and 4469 Windsor Spring Road, Hephzibah, Georgia 30815

Tax Parcel #s: 179-0-002-08-0, 179-0-002-07-0, 179-0-002-09-0, 179-0-002-10-0, 179-0-002-06-0, 179-0-002-05-0, 179-0-002-04-0, 179-0-002-11-0, 179-0-002-12-0, 179-0-002-13-0, and 179-0-002-03-0

Present Zoning: R-1(One-Family Residential)

Commission District: 5 (B. Garrett) **Super District:** 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezoning from R-1 to R-3B	Attached Single-Family Subdivision (Townhomes)	Section 17-1, Comprehensive Zoning Ordinance

Summary of Request:

The applicant seeks to rezone eleven (11) parcels with a total of 7.6 acres from R-1(One-Family Residential) to R-3B (Multiple-Family Residential). The purpose of the rezoning is to develop a townhome fee simple title residential subdivision consisting of thirty (30) dwelling units with two bedrooms and two and a half baths with a residential density of 3.9 dwelling units per acre.

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the South Richmond Character Area. The 2018 Comprehensive Plan's vision for the South Richmond Character Area includes maintaining its predominant rural character of large tracts of forested lands, open space, and rural residences. Recommended development patterns for the

South Richmond Character Area include targeting new low density residential development for the suburban part of the character area.

Findings:

1. There are no previous zoning cases on file for these properties.
2. The proposed development has access to public water along Windsor Spring Road and public sanitary sewer from an easement that runs adjacent to the north property line.
3. The GDOT Functional Classification Map, 2017. Classifies this section of Windsor Spring Road from Hephzibah City limits to Tobacco Road as a minor arterial. There are no public transit services located within a half a mile of the properties.
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the northern portion of the properties are located within a Zone AE Special Flood Hazard Area (SFHA) with a 1% annual chance of flooding, comprising approximately 1% of the properties. The remainder of the properties are located within a Shaded Zone X with a 0.2% annual chance of flooding. The conceptual site plan submitted with the application dated December 19, 2022, indicates that approximately 10% of the properties are located within the Zone AE Special Flood Hazard Area.
5. The conceptual site plan submitted with the application indicates that none of the proposed townhome lots are located within the Zone AE Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Wetlands Layer there are freshwater forested/shrub wetlands located in the western and southern portions of the site, comprising approximately 20% of the properties. The western portion also contains a fresh-water pond comprising approximately 12% of the properties.
7. The conceptual site plan dated December 19, 2022, submitted with the application indicates that a small portion of one townhome lot is located within the twenty-five (25) foot buffer wetlands.
8. All eleven (11) properties are currently vacant. The properties to the north, east and west are vacant land zoned R-1(One-Family Residential), and the properties across Windsor Spring Road are zoned A (Agriculture) with single family land uses and Pinehurst subdivision with approximately quarter acre lots located approximately a quarter mile away to the northeast.
9. Willis Foreman Elementary School and Spirit Creek Middle School are located across Windsor Spring Road on Creekside Court opposite the proposed development.
10. Six (6) of the eleven (11) lots are flag lots, which is not allowed in the R-1 zoning district.
11. The rezoning request would place the development at 4 dwelling units per acre and could be considered low density. Therefore, the proposed rezoning would be consistent with the 2018 Comprehensive Plan.
12. No amenities are indicated on the conceptual site plan for this proposed townhome development.
13. The conceptual site plan submitted with the application indicates that the interior townhome lots will be twenty-two (22) feet in width.

Recommendation: The Planning Commission recommends **Approval** with the following condition(s):

1. All the properties shall be combined as one parcel and recorded in the Clerk of Superior Courts office prior to submittal for Subdivision Development Plan approval.
2. The proposed development shall substantially comply with the concept site plan submitted with the rezoning application and that the overall density of the development shall not exceed four (4) residential dwelling units per acre.
3. A wetlands delineation shall be performed on the properties and the development shall provide a 25-foot buffer from those delineated wetlands. The development shall comply with the City of Augusta-Richmond County Flood Damage Prevention Ordinance, and FEMA regulations for Special Flood Hazard Areas, including but not limited to the established base flood elevation and the U.S. Army Corps of Engineers regulations for any wetland encroachments.
4. All lots within the development shall be a minimum width of twenty-five (25) feet.
5. The development shall provide a minimum ten (10) foot electrical utilities easement between building for installation of electrical meters.
6. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain Subdivision Development Plan approval in compliance with Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property.
7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, including the Land Subdivision Regulations, and Augusta Tree Ordinance, at the time of development.
8. The development shall have stagger roof lines with delineated architectural features per unit.

Note: The staff report includes the information available approximately two weeks prior to the Planning Commission hearing. 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 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.

Mrs. Lois Schmidt
City of Augusta
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: 4461 Windsor Spring Road – Letter of Intent for Rezoning Request

Dear Mrs Schmidt,

On behalf of Piedmont Holdings, LLC, and the property owner Charles M. White, please find enclosed the completed application forms and supporting documentation for our request to rezone approximately acres of property at 4461 Windsor Spring Road from R1 to R3-B. This rezoning is requested to allow a townhome development of approximately 30 units.

The conceptual plan is to provide 2 bedroom/2 ½ bath townhomes within the development. The proposed plan is substantially lower density at 4.20 units per acre than the maximum allowed in R3-B of 17.42 units per acre. Amenities will include greenspace area onsite.

This area of Windsor Spring Road at the intersection with Creekside Court is very diverse in terms of uses. To the northeast from the site there is the Diamond Lakes Regional Recreational Facility. Across Windsor Spring Road further to the northeast are some individual residences and the Manchester single family development community. Directly across the street accessed on Creekside Court are Willis Foreman Elementary School and Spirit Creek Middle School. Uses on Windsor Spring Road are a mixture of commercial and residential, including multiple convenience stores, gas stations car, laundry facilities, and manufactured homes. The subject parcels are currently zoned R1A and were formerly used as a manufactured housing rental park.

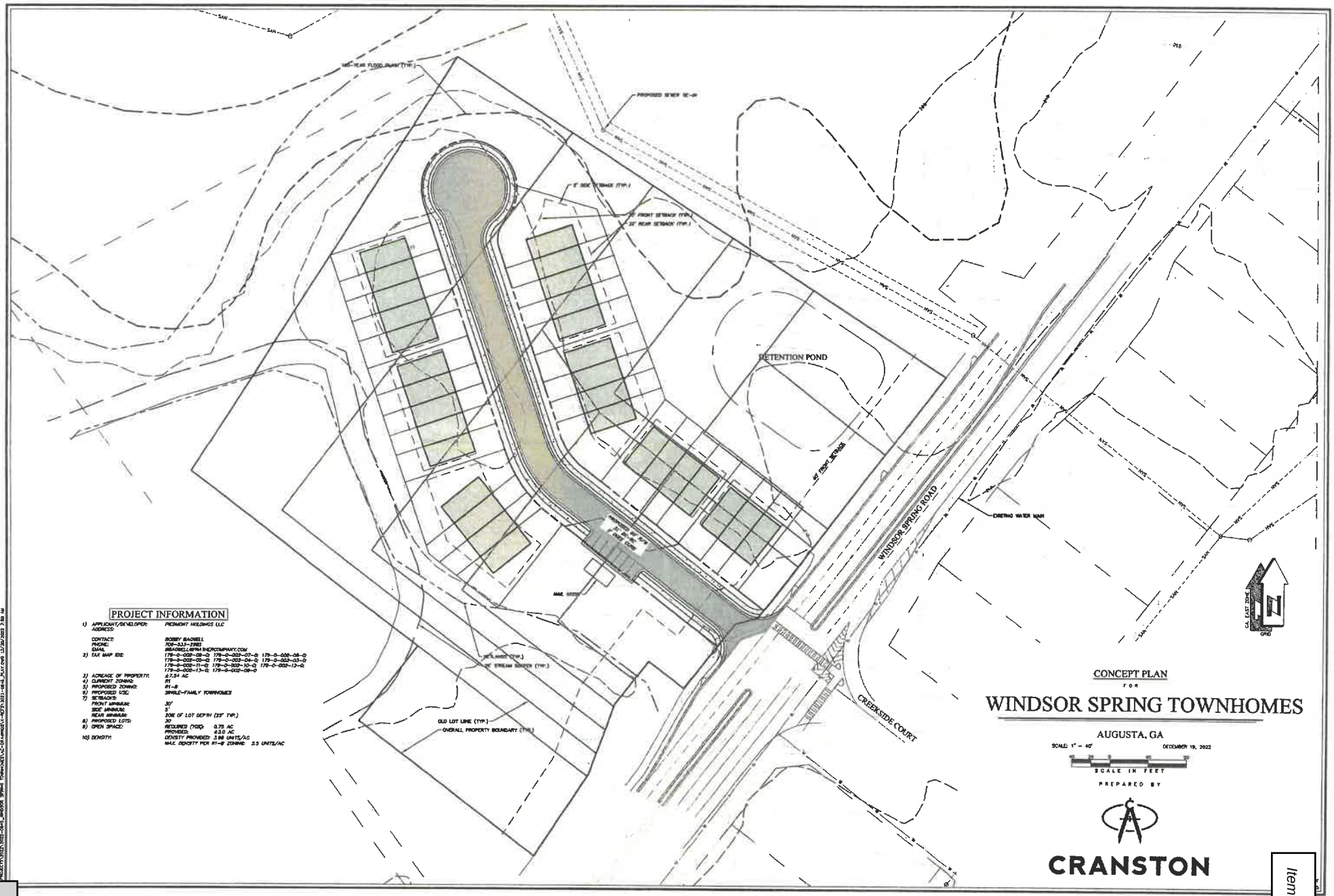
The Members of Piedmont Holdings are Clay Price and Bobby Bagwell. Mr. Price began his real estate career on the lending side, then transitioned into development in 2013. Mr. Price is an officer with Homes of Integrity Construction and related companies including Coastal Sitework, LLC and Simcoe Land Development. These companies are involved with development of 100-150 residential homes/townhomes, and 250-350 residential lots annually, primarily in the Savannah market. Mr. Bagwell has been active in real estate sales and development in the CSRA since 2002, and currently serves as a broker and development consultant with The Prather Company, which has a long history of successful real estate development in the CSRA. Residential development projects which Mr. Bagwell has been involved with include Hammond's Ferry, Riverwood Plantation and Greenpoint.

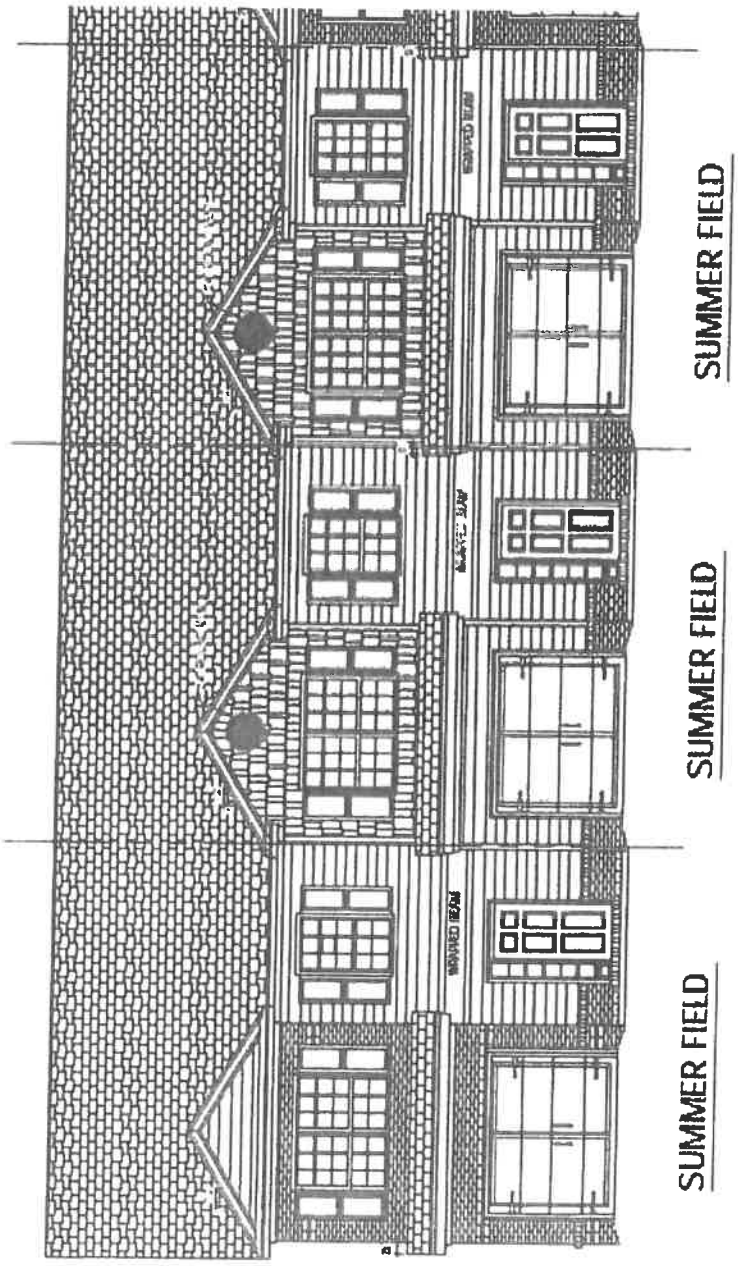
We appreciate your time and attention, and look forward to working with the City staff, Commissioners, and neighbors to assure this project is conducted in the best interest of all involved. As required under Georgia legal precedent, we note that constitutional rights of the landowners are implicated in this rezoning request, and the applicants reserve their rights to contest any denial as a violation of such constitutional rights. It is obviously our hope and expectation that won't be necessary.

If there are any questions, or if any additional documentation is needed, please just let me know.

Sincerely,

Bobby Bagwell
Piedmont Holdings


RETENTION POND
WINDSOR SPRING ROAD
CREEKSIDE COURT
EXISTING WATER MAIN
OLD LOT LINE (TYP.)
OVERALL PROPERTY BOUNDARY (TYP.)
PROJECT INFORMATION
1) APPLICANT/DEVELOPER: PIEDMONT HOLDINGS LLC
ADDRESS:
CONTACT: BOBBY BAGWELL
PHONE: 706-533-5983
EMAIL: BBAGWELL@PIEDMONTCOMPANY.COM
2) TAX MAP IDS: 179-0-002-08-0 179-0-002-07-0 179-0-002-06-0
179-0-002-05-0 179-0-002-04-0 179-0-002-03-0
179-0-002-11-0 179-0-002-10-0 179-0-002-12-0
179-0-002-13-0 179-0-002-09-0
3) ACREAGE OF PROPERTY: ±7.54 AC
4) CURRENT ZONING: R1
5) PROPOSED ZONING: R1-B
6) PROPOSED USE: SINGLE-FAMILY TOWNHOMES
7) SETBACKS:
FRONT MINIMUM: 30'
SIDE MINIMUM: 0'
REAR MINIMUM: 30% OF LOT DEPTH (25' TYP.)
8) PROPOSED LOTS: 30
9) OPEN SPACE: REQUIRED (10%): 0.75 AC.
PROVIDED: 0.3.0 AC
10) DENSITY: DENSITY PROVIDED: 3.98 UNITS/AC
MAX. DENSITY PER R1-B ZONING: 5.5 UNITS/AC
CONCEPT PLAN
FOR
WINDSOR SPRING TOWNHOMES
AUGUSTA, GA
SCALE: 1" = 40'
DECEMBER 19, 2022
SCALE IN FEET
PREPARED BY
CRANSTON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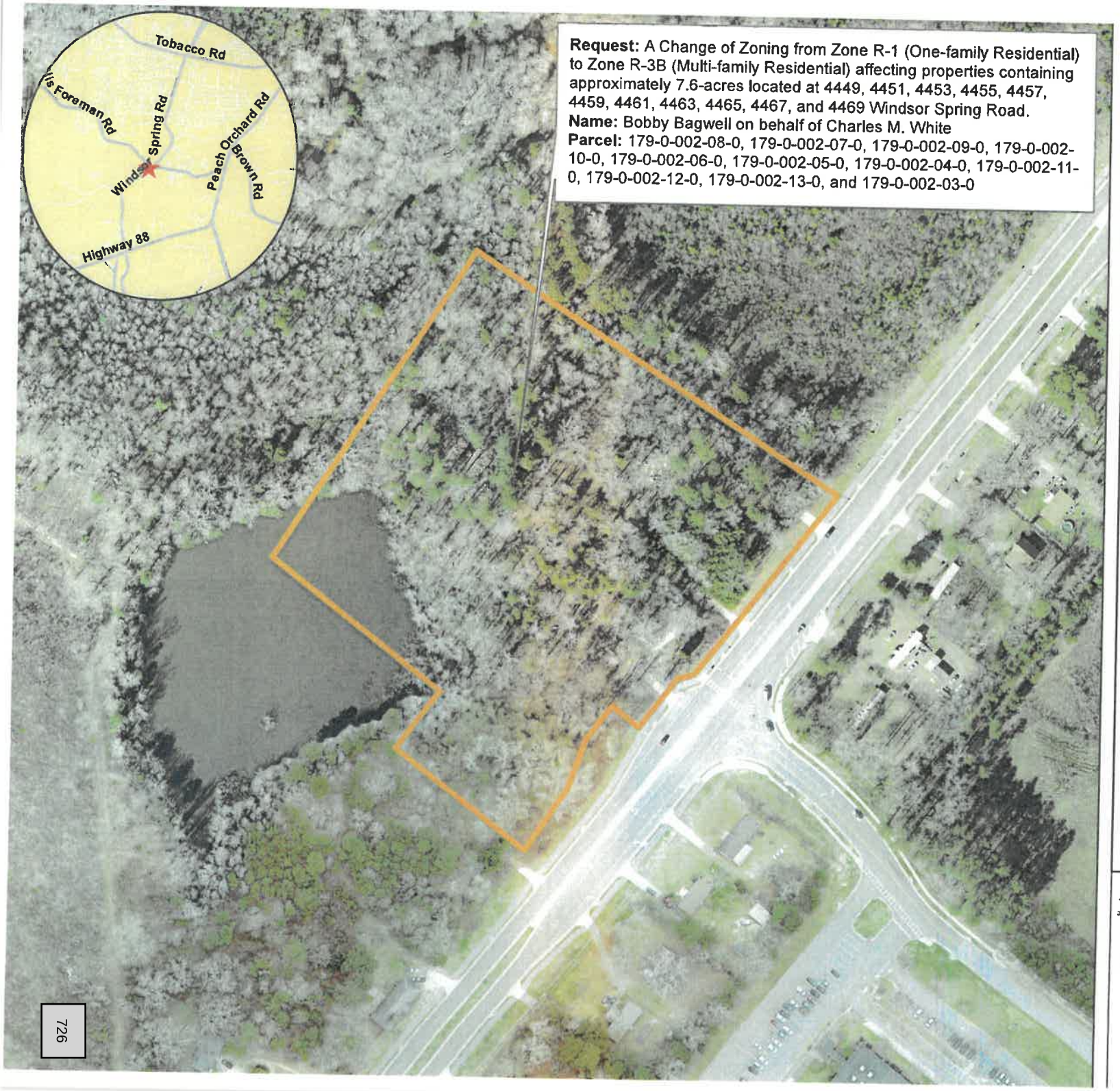

Request: A Change of Zoning from Zone R-1 (One-family Residential) to Zone R-3B (Multi-family Residential) affecting properties containing approximately 7.6-acres located at 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, and 4469 Windsor Spring Road.
Name: Bobby Bagwell on behalf of Charles M. White
Parcel: 179-0-002-08-0, 179-0-002-07-0, 179-0-002-09-0, 179-0-002-10-0, 179-0-002-06-0, 179-0-002-05-0, 179-0-002-04-0, 179-0-002-11-0, 179-0-002-12-0, 179-0-002-13-0, and 179-0-002-03-0

726

Planning Commission
Z-23-04
Februrary 6, 2023

Multiple Addesses on Windsor Spring Road

Change of Zoning from Zone R-1 to R-3B

Aerial

Legend

Parcel of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/23/2023 bb21255

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commiss

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Item 36.

Planning Commission
Z-23-04
Februrary 6, 2023

Multiple Addesses on Windsor Spring Road

Wetlands

Aerial

Legend

- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Parcel of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
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1/23/2023 bb21255

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728

Planning Commission
Z-23-04
Februrary 6, 2023

Multiple Addesses on Windsor Spring Road

Flood Zones

Aerial

Legend

FloodZone

- 0.2 Pct Annual Chance Flood Hazard
- AE
- X
- Parcel of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/23/2023 bb21255

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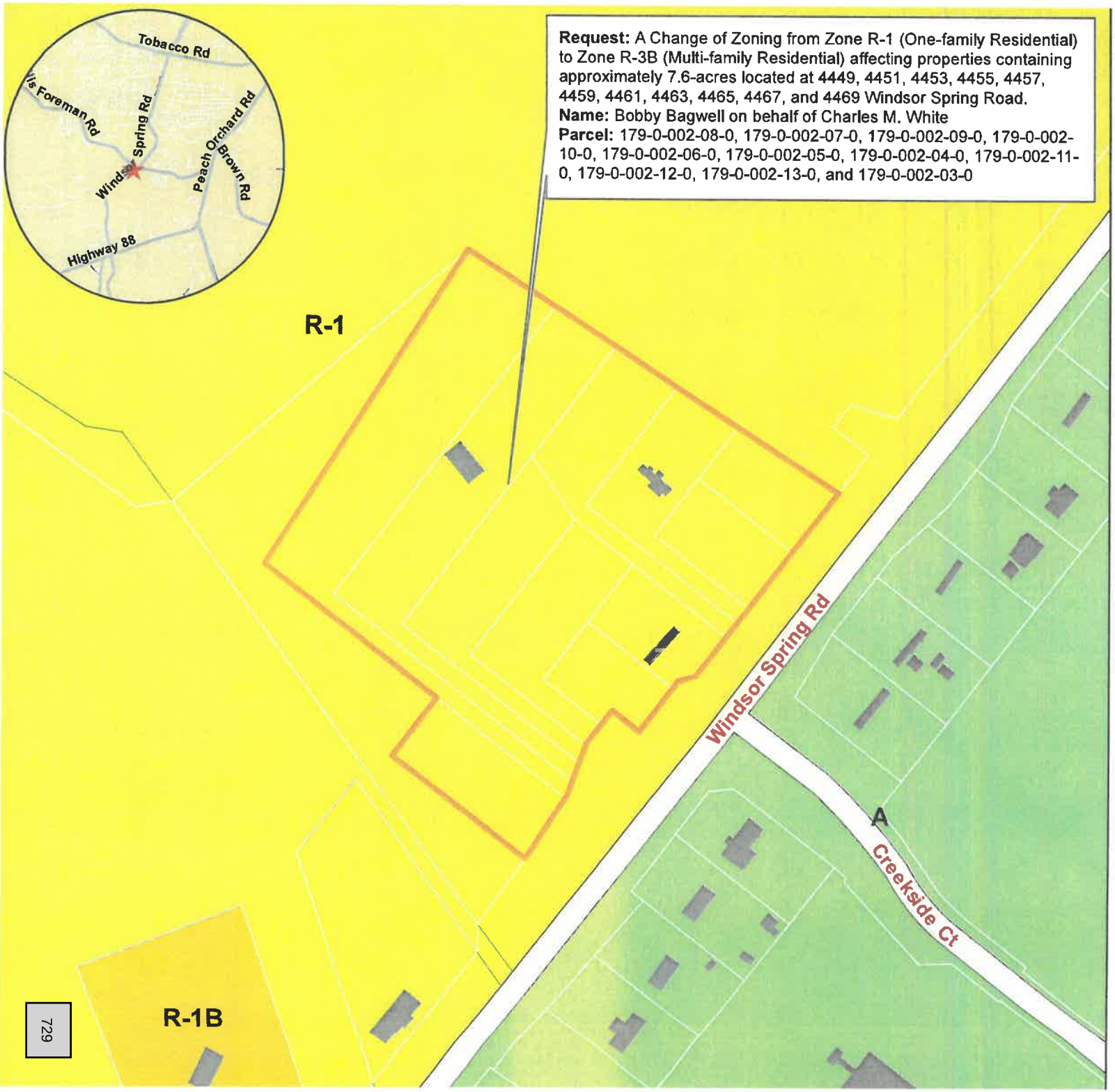
Item 36.



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Parcel: 179-0-002-08-0, 179-0-002-07-0, 179-0-002-09-0, 179-0-002-10-0, 179-0-002-06-0, 179-0-002-05-0, 179-0-002-04-0, 179-0-002-11-0, 179-0-002-12-0, 179-0-002-13-0, and 179-0-002-03-0

Planning Commission
Z-23-04
February 6, 2023

Multiple Addesses on Windsor Spring Road

Change of Zoning from Zone R-1 to R-3B

Current Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- R-1: One Family Residential
- R-1B: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/23/2023 bb21255

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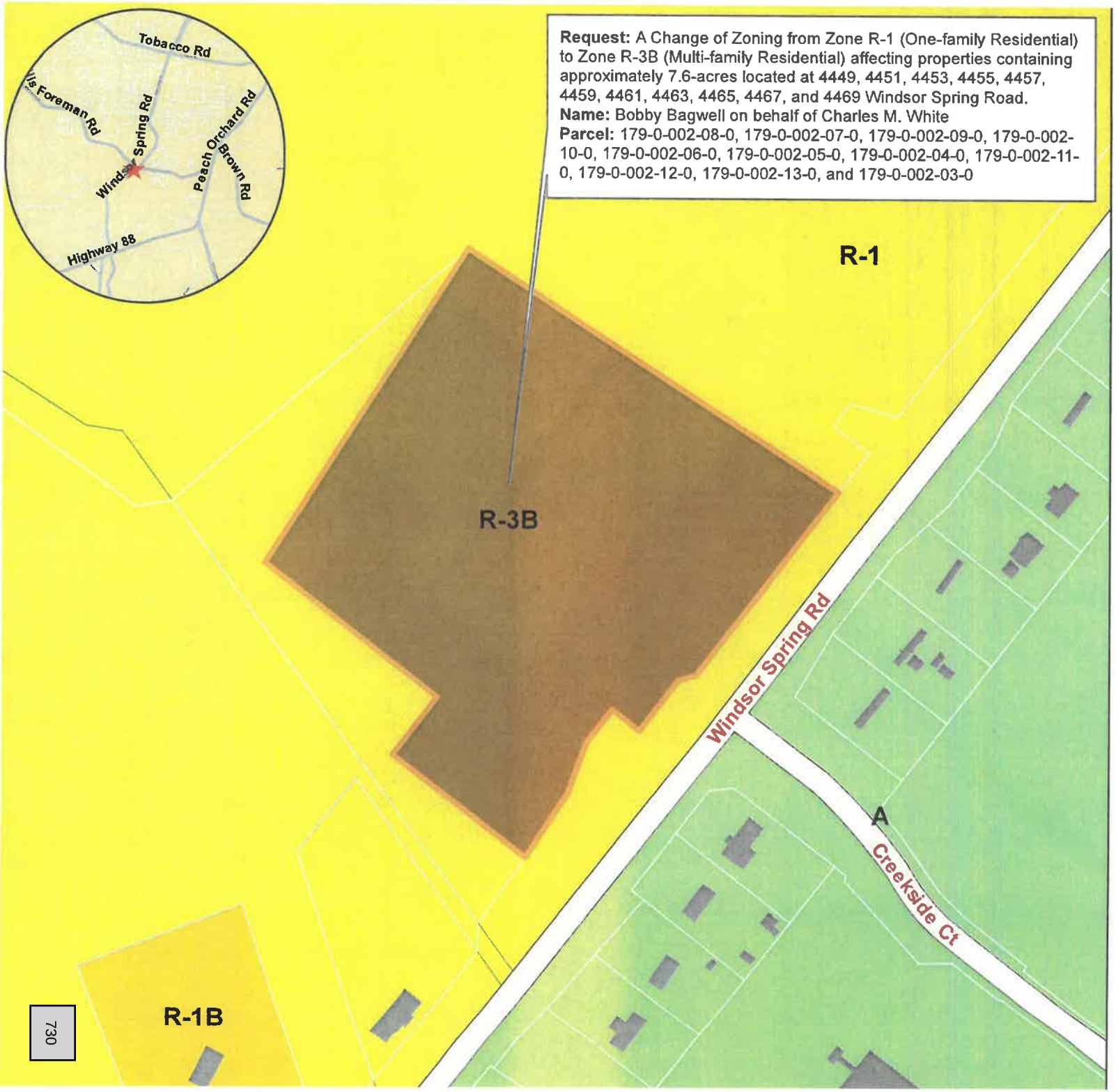

Planning Commission
Z-23-04
Februrary 6, 2023

Multiple Addesses on Windsor Spring Road

Change of Zoning from Zone R-1 to R-3B

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- R-1: One Family Residential
- R-1B: One Family Residential
- R-3B: Multiple-Family Residential

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/23/2023 bb21255

Augusta, GA Disclaimer

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N W E S

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Item 36.

AVAIL
FR
706-8

Commission Meeting

February 21, 2023

Planning Commission Bylaws & Rules of Procedure

Department: Planning & Development

Presenter: Carla Delaney

Caption: A request for concurrence with the Augusta Georgia Planning Commission to APPROVE one amendment and one addition to the Planning Commission Bylaws & Rules of Procedure Section II:

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

Add:

- 13. **<u>Postponements</u>** – Hearings on any petition may be postponed one time upon written request of the applicant or the applicant's representative and by Commission approval. The applicant shall pay all fees for re-advertising for the next available Commission meeting. The petition may be heard at the next hearing date. At the conclusion of the hearing, the matter may be continued to the next following Commission meeting if the Commission finds that unusual circumstances warrant such action.

Amend:

- 17. **<u>Absence of Applicant</u>** – The absence of the applicant or a representative of the applicant at the advertised hearing date, time, and place shall be considered to be the applicant's consent to a withdrawal with prejudice. The Commission may accept the withdrawal or, in the alternative, allow a postponement of the application by proper motion. A withdrawal with prejudice due to absence may be vacated by the Commission upon proof by the applicant, the applicant's representative, or the Director that the absence of the applicant or applicant's representative was due to a medical emergency, equally serious condition, or unusual circumstances beyond the control of the applicant. If an application for a rezoning, special exception, or variance action that requires a public hearing is filed with the Planning Commission and the applicant fails to appear at the designated time and place, then an

additional fee equal to half of the amount of the original fee may be required in order to continue the application to the next meeting. Such additional fee may be waived by the Director upon a finding that the absence of the applicant was due to a medical emergency or equally serious condition beyond the control of the applicant. In no case shall an agenda item be carried over more than one time due to the absence of the applicant.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

BYLAWS AND RULES OF PROCEDURE
AUGUSTA, GEORGIA PLANNING COMMISSION
REVISED FEBRUARY 2023

SECTION I. ORGANIZATION STRUCTURE

1. **Membership -** The Augusta, Georgia Planning Commission (hereafter "the Commission") shall be comprised of such members as are appointed under Title Eight of the Augusta, Georgia City Code. A liaison may be appointed by the Augusta Commission who shall be an ex-officio member.

2. **Officers and Terms of Office -** The officers shall be that of Chairman, Vice-Chairman, Secretary. The Chairman of the Commission shall be elected from among the members by the members. The term of the Chairman shall be one year and he shall be eligible for reelection not to exceed one consecutive term of one year. There shall be a Vice-Chairman who shall be elected from among the members by the members for a period of one year and he shall be eligible for reelection not to exceed one term of one year. The Commission shall elect a Secretary who may be the Director of the Augusta Planning and Development Department. The term of the Secretary and shall be one year and they shall be eligible for reelection indefinitely. The terms of the Chairman, Vice-Chairman, Secretary, shall run from January 1 to December 31 of each year.

3. **Election Date -** Election of officers shall be held at the first meeting in December of each year. In the event an election is not held as prescribed, duly elected officers shall continue to serve until a successor is elected and installed.

4. **Executive Committee** – The Chairman of the Commission may appoint an executive committee from the membership of the Commission as may be authorized by the Commission to facilitate its work. This committee shall consist of the chairman and three other members appointed by the Chairman. This committee shall act on any matter of such urgency that it cannot await the next regular meeting of the Commission. All action shall be subject to confirmation by the Commission acting body. It shall also act on any matter referred to it by the Commission.

5. **Attendance at Meetings.** Faithful and prompt attendance at all meetings of the Commission, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the Commission. Should a member fail to attend three (3) consecutive regular meetings of the Commission, and should there be no adequate excuse for such absences, the Chair, with the concurrence of a majority of the Commission, shall recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.

6. **Compensation.** Compensation shall be paid to those members that attend the regular monthly meeting. The amount of compensation shall be the Chairman of the Planning Commission shall be $250.00 per month. All other members receive $150.00.

SECTION II. RULES OF PROCEDURE FOR COMMISSION MEETINGS

1. **Regular Monthly Meeting** - The regular monthly meeting of the Commission *may* be held at 3:00 P.M. on the first Monday of the each month at a place designated by the Director. The Commission *may* hold a pre-meeting prior to the regular meeting. Additional meetings may be called as necessary by the Chairman. Notice of the regular meetings and pre-meetings shall be maintained in the Municipal Building. Notice of special meetings shall be posted at least 24 hours prior to the meeting and the Augusta Chronicle shall be notified 24 hours in advance. *The meeting may be canceled by the Chairperson, in the event that the Planning and Development Department Director indicates that there are no agenda items.*

2. **Roberts Rules of Order** – Except as stated in these Bylaws and Rules of Procedure, Roberts Rules of Order shall be followed in the conduct of meetings of the Planning Commission.

3. **Voting** – All matters coming before the Planning Commission for a decision shall be put to a vote and decided by a majority of votes cast. The Chairman shall not vote on matters coming before the Commission except when the chairman's vote would change the result. Ex Officio Members are not voting members.

4. **Quorum** – A quorum shall consist of a majority of the appointed members, excluding ex-officio members.

5. **Presiding Officer -** The presiding officer of all meetings of the Planning Commission shall be the Chairman of the Commission, and in his absence, the Vice-Chairman.

6. **Meetings Deemed Public and Open -** Meetings of the Commission shall be open to the public, except that closed sessions may be held upon order of the Chairman or of the Commission acting as a body subject to the provisions of O.C.G.A. 50-14-4.

7. **Preparation of the Minutes –** A summary of the subjects acted upon and the members present at a meeting shall be made available for public inspection within two business days of adjournment of a meeting. The minutes of each of the meetings of the Commission shall be prepared and distributed to members in time for reading prior to the subsequent meeting. The minutes shall be open for public inspection once approved, but no later than immediately following the next regular meeting.

8. **Deadline for Commission Agenda -** Agenda for the business of the Commission shall be prepared and sent to the Commission at least three work days prior to each meeting of the Commission. Business arising after agendas have been sent out may be added at the discretion of the Director so long as legal requirements are observed and the Commission members unanimously approve the additions by vote. The agenda shall be available upon request and posted at the meeting site.

9. **Presentation Time** – A minimum time of at least ten minutes for the presentation of data, evidence and opinions shall be afforded each side on a rezoning petition or a special exception. In the event more than ten minutes is afforded to one side, then an equal amount of time shall be afforded to the other side.

10. **Public Involvement Encouraged** – Anyone who wishes to address the Planning Commission with regard to a rezoning action under consideration may either submit the desired information in writing prior to the meeting at which the action is to be considered, or address the Commission at the

meeting. There is no restriction on who may address the Commission and no prior registration as an opponent or proponent is necessary, except as noted under Section 14 entitled Disclosure. When the caption of an item of interest is read, interested persons may respond when the chairperson asks for opponents or proponents to come forward. When called upon a proponent or opponent shall state his name and address and as briefly as possible present his opinion. Presentation of duplicate and excessive information should be avoided.

11. **Deadline for Withdrawal of Petition** - Any petitioner shall have the right to voluntarily withdraw a petition for a change of zoning or a special exception by 12 o'clock Noon on the Wednesday prior to the hearing date without Commission approval for resubmission. Any zoning request withdrawn after this time for any reason must have the consent of the Commission by proper resolution.

12. **Withdrawal Without Prejudice** - The Commission at its discretion may by unanimous vote allow a petitioner to withdraw a petition without prejudice at the public hearing when unusual circumstances warrant such actions. When this is done no further approval by the Commission is required for resubmittal.

13. **Postponements** – Hearings on any petition may be postponed one time upon written request of the applicant or the applicant's representative and by Commission approval. The applicant shall pay all fees for re-advertising for the next available Commission meeting. The petition may be heard at the next hearing date. At the conclusion of the hearing, the matter may be continued to the next following Commission meeting if the Commission finds that unusual circumstances warrant such action.

14. **Adding Items to Agenda** - Any item requiring a vote may be added by the Director at any meeting upon unanimous vote of the Commission members present and provided that all legal requirements are observed.

15. **Disclosure –** The various disclosures required at O.C.G.A. 36-67A shall be made prior to, or at all hearings conducted by the Augusta, Georgia Planning Commission. This Code Section requires the following disclosures:

- Applicant for rezoning – must disclose all individual and business entities that have a financial interest in the rezoning and contributions of $250.00 or more to Planning Commissions or local elected officials within two years of the application date.

- Local Government Officials – must disclose financial interest they or family members have in rezoning proposals and must abstain from voting or attempting to influence the decision on subject property; and

- Opponents – anyone who would speak in opposition to a rezoning proposal must disclose contributions totaling $250.00 or more to Planning Commissioners and local elected officials. Disclosure must be made in writing at least five days before the hearing.

16. **Zoning Amendment Procedures** – The regulations for accepting, processing, notifying the public, and hearing rezoning and special exception requests and proposals for text amendments are found in Chapter 35 of the Comprehensive Zoning Ordinance for Augusta-Richmond County.

17. **Absence of Applicant** – The absence of the applicant or a representative of the applicant at the advertised hearing date, time, and place shall be considered to be the applicant's consent to a withdrawal with prejudice. The Commission may accept the withdrawal or, in the alternative, allow a postponement of the application by proper motion. A withdrawal with prejudice due to absence may be vacated by the Commission upon proof by the applicant, the applicant's representative, or the Director that the absence of the applicant or applicant's representative was due to a medical emergency, equally serious condition, or unusual circumstances beyond the control of the applicant. If an application for a rezoning, special exception, or variance action that requires a public hearing is filed with the Planning Commission and the applicant fails to appear at the designated time and place, then an additional fee equal to half of the amount of the original fee may be required in order to continue the application to the next meeting. Such additional fee may be waived by the Director upon a finding that the absence of the applicant was due to a medical emergency or equally serious condition beyond the control of the applicant. In no case shall an agenda item be carried over more than one time due to the absence of the applicant.

SECTION III. AMENDMENTS TO BYLAWS AND RULSE OF PROCEDURES

These Bylaws and Rules of Procedure for the Commission may be altered or amended at any regular of called meeting by a two-thirds vote of the Commission members present after prior written notice of the general nature of the proposed change has been given.

ADOPTED THIS DATE. _____, 2023

SONNY PITTMAN	CARLA DELANEY
Chairman	Director Augusta Planning & Development Dept.

DRAFT

Commission Meeting

February 21, 2023

Ratification of Commission Action

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to ratify Commission action at the Special Called Meeting on February 14, 2023 relative to the motion regarding the Resolution for the settlement of claims for Ms. Adrienna Tolbert in the amount of $150,000.
Background:	Clarification is needed to identify the maker of the motion for this agenda item due to the fact that the recording is inaudible at this point in the discussion.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

CALLED MEETING

COMMISSION CHAMBER
February 14, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, February 14, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: I think we have a quorum now. I'm going to go ahead and call this meeting to order. Attorney Brown.

1. **LEGAL MEETING**
   - **A. Pending and potential litigation**
   - **B. Real estate**
   - **C. Personnel**

Mr. Brown: Good morning, Mayor Johnson and Commissioners. We would request a motion to go into executive session for the discussion of personnel, potential or pending litigation as well as real estate.

Mr. Mason: So move.

Mr. Garrett: Second.

Mr. Mayor: So, Madam Clerk, we have a motion and a second. Voting.

Mr. Lewis, Mr. Frantom and Mr. Guilfoyle out.
Motion carries 7-0.

Mr. Mayor: All right. Let's proceed to executive session.

[EXECUTIVE SESSION]

Mr. Brown: We're ready, Mayor Johnson.

Mr. Mayor: Attorney Brown, are there any other motions?

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

Mr. Brown: We request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. Scott: Second.

Mr. Mayor: A motion and second, Madam Clerk. Voting.

Motion carries 10-0.

Mr. Mayor: All right, Madam Administrator, before we move into the committee portion –

The Clerk: He has three motions.

Mr. Brown: Mayor Johnson, we do have some motions.

Mr. Mayor: Proceed, Attorney Brown.

Mr. Brown: Thank you, sir. We request a motion to approve hiring of Mr. Eddie Blanton as Augusta, Georgia Junior Surveyor in the Engineering and Environmental Services Department at an annual salary of $54,550 and the customary benefits provided Augusta employees with the effective date of March 4, 2023.

Mr. Mason: So move.

Mr. Frantom: Second.

Mr. Mayor: Madam Clerk, voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown.

Mr. Brown: Mayor Johnson, we would request a second motion to adopt a Resolution authorizing the settlement of all claims by Larry L. Hodson in the total amount of $45,000 payable to Mr. Hodson and his attorney and waiving any other Augusta Georgia Ordinances and codes in conflict therewith.

Ms. McKnight: So move.

Mr. Williams: Second.

Mr. Mayor: Motion and second, Madam Clerk. Voting.

Motion carries 10-0.

Mr. Mayor: Attorney Brown, are there any more motions?

Mr. Brown: One last motion, Mayor Johnson.

Mr. Mayor: Okay.

Mr. Brown: Thank you, sir. We request a motion to adopt a Resolution authorizing the settlement of all claims by Adrienna Tolbert in the amount of $150,000 payable to Ms. Tolbert and her attorney waiving any codes of Augusta in conflict therewith for this instance only and for other purposes.

Mr. Mayor: Thank you, Attorney Brown.

The Clerk: Okay, we have a motion, you need a second?

Ms. McKnight: Second.

Mr. Mayor: All right, so we have a motion and a second. Madam Clerk, voting.

Motion carries 10-0.

Mr. Mayor: Thank you. Madam Administrator.

Ms. Douse: Mayor Johnson, I would like your consideration in adding an item to the special called meeting agenda. That item is captioned for the Commission to determine the status of RFP #23-500 which is for the emergency 911 ambulance services for Augusta, Georgia.

Mr. Mayor: All right, I don't think that requires unanimous consent but –

The Clerk: It does.

Mr. Mayor: It does? Okay.

The Clerk: To be added.

Mr. Mayor: But before you vote there is a question from the commissioner from –

Mr. Brown: Mayor Johnson, prior to any discussion it would be appropriate to request unanimous consent to add the item to your agenda.

Mr. Mayor: All right. So without objection?

The Clerk: Mr. Guilfoyle raised an objection to the item being added.

Mr. Brown: Therefore, the item cannot be added.

Mr. Mayor: It cannot be added?

The Clerk: Or discussed.

Mr. Mayor: I guess that concludes –

Mr. Williams: May I?

Mr. Mayor: Commissioner from the 5th.

Mr. Williams: Ms. Bonner, can you add it to the agenda for next week?

The Clerk: Which?

Mr. Williams: The item that she wanted added.

The Clerk: Okay. You want to add it to the Commission agenda?

Mr. Williams: Yes, ma'am.

The Clerk: Okay.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on February 14, 2023.

_____
Clerk of Commission

Commission Meeting

February 21, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A