



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 28, 2025

1:05 PM

ADMINISTRATIVE SERVICES

1. Motion to approve the purchase of five Chevrolet Tahoe's, at a total cost of \$276,373 from Hardy Chevrolet and total upfitting cost of \$28,912 from West Warning Equipment Sales & Service, LLC for the Fire department.
2. Receive as information the emergency request for MRI (moisture-related issues) remediation at the Coroner's Office in the amount of \$32,669.75 by PuroClean.
3. Receive as information the emergency request for the replacement of the chiller and compressor located at Diamond Lakes Library & Community Center in the amount of \$131,054.00 by Trane Service.
4. Receive as information the emergency request for the replacement of the hot and cold-water supply at the Coroner's Office in the amount of \$47,595.00 by Avrett Plumbing.
5. **Mr. Lawrence Brannen** regarding Commission Rules of Procedure Section 1.10.02(a) and 1.10.06 of Article 1, Chapter 2 Title 1 of the Augusta Code of Ordinance be fully defined and a policy be created.
6. Motion to **reject** the unsolicited proposal for the revitalization of Vernon Forrest Park (25-000)
7. Motion to **approve** the minutes of the October 14, 2025 Administrative Services Committee Meeting.
8. Receive as information the template evaluation form for department directors that report to the Augusta Commission through the Administrator.
9. **Mr. Melvin Kelly** regarding construction of a new homeless shelter.
10. Motion to **approve** Memorandum of University between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta-Richmond County.



Administrative Services Committee Meeting

Meeting Date:

2026 – Fire Department Tahoe Purchases

Department: Central Services – Fleet Management

Presenter: Horace Green; Central Services Director

Caption: Motion to approve the purchase of five Chevrolet Tahoe's, at a total cost of \$276,373 from Hardy Chevrolet and total upfitting cost of \$28,912 from West Warning Equipment Sales & Service, LLC for the Fire department.

Background: Augusta Richmond County Fire department is requesting the purchase of the following five vehicles using allocated funds for vehicles. One Tahoe will be new and the other four will replace four old vehicles that have surpassed the replacement criteria. Central Services-Fleet Management has consulted with the office to ensure the vehicle specifications meet the department's operational needs.

Current Asset	New Asset	Akins Ford Dodge	West Warning	Total Cost
204040 Ford Expedition	2026 Chevrolet Tahoe 2WD	\$53,874.50	\$6,506.00	\$60,380.50
208089 Ford Expedition	2026 Chevrolet Tahoe 2WD	\$53,874.50	\$6,506.00	\$60,380.50
208090 Ford Expedition	2026 Chevrolet Tahoe 4WD	\$56,208.00	\$5,300.00	\$61,508.00
208091 Ford Expedition	2026 Chevrolet Tahoe 4WD	\$56,208.00	\$5,300.00	\$61,508.00
New Request	2026 Chevrolet Tahoe 4WD	\$56,208.00	\$5,300.00	\$61,508.00
Total Cost for Replacements		\$276,373.00	\$28,912.00	\$305,285.00

Fleet Management requested approval from the Procurement department to issue a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.

Analysis: The Procurement Department approved the request and issued a letter of intent to purchase the five vehicles from Hardy Chevrolet and upfitting from West Warning Equipment Sales & Service, LLC utilizing Fire funds acct #274-03-4110/54-22110.

Financial Impact: Fire funds – (274-03-4110/54-22110) - \$305,285

Alternatives: (1) Approve (2) Do not approve

Recommendation Motion to approve the purchase of five Chevrolet Tahoe's, at a total cost of
:
\$276,373 from Hardy Chevrolet and total upfitting cost of \$28,912 from West
Warning Equipment Sales & Service, LLC for the Fire department.

REVIEWED N/A

AND

APPROVED BY:

PROCUREMENT DEPARTMENT

Item 1.



Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

LETTER OF INTENT TO PURCHASE VEHICLES FROM HARDY CHEVROLET

This letter of intent dated, **October 1, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **Two (2) 2026 Chevrolet Tahoe 2WD's and Three (3) 2026 Chevrolet Tahoe 4WD's** for the below listed Departments:

Statewide Contract Number: SWC 99999-001-SPD0000183-0002

Vehicles: Two (2) 2026 Chevrolet Tahoe 2WD's and Three (3) 2026 Chevrolet Tahoe 4WD's

Contract Effective Date: January 4, 2022 – January 3, 2026

The specific specifications and pricing information for this purchase are attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Hardy Chevrolet Buick GMC, Inc. Attn: Colt Deems, Fleet Director
1249 Charles Hardy Parkway Dallas, GA 30157-1181
3. **Vehicles Total Purchase Price:** \$276,373.00
4. **Source:** Georgia Statewide Contract Number SWC 99999-001-SPD0000183-0002

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Two (2) 2026 Chevrolet Tahoe 2WD	Augusta Richmond County Fire Department		\$107,749.00
Three (3) 2026 Chevrolet Tahoe 4WD	Augusta Richmond County Fire Department		\$168,624.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA, MBA

Attachments: Vehicle Purchase Price /Specifications/Quotes

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information	
Department Name:	Fire
Org Key:	274-03-4110
Vehicle Description:	2008 Ford Expedition
Asset Number:	208090
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the Fire Marshal.
Signature of Director/Elected Official:	<i>[Signature]</i>
Name of Director/Elected Official:	LEONARD H. BEASLEY Deputy Chief
Purchase Date:	5/20/2008
Purchase Price:	\$26,832.00
Current Mileage:	123,701
Current Hours:	N/A
Replacement Criteria Scoring	
Miles/Hours	Score
Type of Service	3
M&R Cost	3
Reliability	3
Condition	4
Total Score	25
Details	
Mileage will reach 125K before delivery	
60% or \$15,980.31 work orders	
Fleet Manager Recommendation:	
The mileage is 123,701 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The mileage will reach 125K before the new vehicle is delivered. The total vehicle expenses are 60% of the purchase price and the Fire Department has determined that no additional funds will be spent on this vehicle. The vehicle will be replaced with a Chevrolet Tahoe.	
Planned Replacement Year:	
Funding Source:	Fire Department Fund Allocation
Fleet Manager Approval:	<i>[Signature]</i>
Name of Fleet Manager:	Laquana C. Porter, Fleet Manager
Central Services Director Approval:	<i>[Signature]</i>
Name of Director:	Horace Green, Central Services Director

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information	
Department Name:	Fire
Org Key:	274-03-4110
Vehicle Description:	2004 Ford Expedition
Date:	23-Sep-25
Asset Number:	204040
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the Training Chief.
Signature of Director/Elected Official: <u><i>L. Delany Brasley</i></u> Name of Director/Elected Official: <u><i>Leanne H Brasley Deputy Chief</i></u>	
Purchase Date:	6/15/2004
Purchase Price:	\$31,802.00
Current Mileage:	167,702
Current Hours:	N/A
Replacement Criteria Scoring	
Score	Details
Miles/Hours	17
Type of Service	3
M&R Cost	4
Reliability	3
Condition	4
Total Score	31
Fleet Manager Recommendation: The mileage is 167,702 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The total vehicle expenses are 80% of the purchase price and the Fire Department has determined that no additional funds will be spent on this vehicle. The vehicle will be replaced with a Chevrolet Tahoe.	
Planned Replacement Year: _____ Funding Source: <u>Fire Department Fund Allocation</u>	
Fleet Manager Approval: <u><i>Laquana Porter</i></u> Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u> Central Services Director Approval: <u><i>Horace Green</i></u> Name of Director: <u>Horace Green, Central Services Department</u>	

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information	
Department Name: <u>Fire</u>	Date: <u>23-Sep-25</u>
Org Key: <u>274-03-4110</u>	
Vehicle Description: <u>2008 Ford Expedition</u>	Asset Number: <u>208089</u>
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the EMS Chief.
Signature of Director/Elected Official: <u><i>L. Helms</i></u> Name of Director/Elected Official: <u><i>Laquana C. Porter Deputy Chief</i></u>	
Purchase Date: <u>5/20/2008</u> Purchase Price: <u>\$28,332.00</u> Current Mileage: <u>190,488</u>	
Current Hours: <u>N/A</u>	
Replacement Criteria Scoring	
Miles/Hours	Score <u>19</u> Details _____
Type of Service	Score <u>3</u> Details _____
M&R Cost	Score <u>2</u> Details <u>42% or \$11,795.77 work orders</u>
Reliability	Score <u>3</u> Details _____
Condition	Score <u>4</u> Details _____
Total Score	<u>31</u> Details _____
Fleet Manager Recommendation:	
The mileage is 190,488 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will be replaced with a Chevrolet Tahoe.	
Planned Replacement Year: _____	
Funding Source: <u>Fire Department Fund Allocation</u>	
Fleet Manager Approval: <u><i>Laquana Porter</i></u>	
Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u>	
Central Services Director Approval: <u><i>Horace Green</i></u>	
Name of Director: <u>Horace Green, Central Services Director</u>	

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information															
Department Name:	Fire Date: 23-Sep-25														
Org Key:	274-03-4110														
Vehicle Description:	2008 Ford Expedition Asset Number: 208091														
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to a Chief.														
Signature of Director/Elected Official:	<i>L. H. Porter</i>														
Name of Director/Elected Official:	<i>Laguana C. Porter Deputy Chief</i>														
Purchase Date:	5/20/2008														
Purchase Price:	\$26,832.00														
Current Mileage:	149,755 N/A														
	Current Hours:														
Replacement Criteria Scoring															
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Score</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Miles/Hours</td> <td>15</td> </tr> <tr> <td>Type of Service</td> <td>3</td> </tr> <tr> <td>M&R Cost</td> <td>2</td> </tr> <tr> <td>Reliability</td> <td>3</td> </tr> <tr> <td>Condition</td> <td>4</td> </tr> <tr> <td>Total Score</td> <td>27</td> </tr> </tbody> </table>	Score	Details	Miles/Hours	15	Type of Service	3	M&R Cost	2	Reliability	3	Condition	4	Total Score	27
Score	Details														
Miles/Hours	15														
Type of Service	3														
M&R Cost	2														
Reliability	3														
Condition	4														
Total Score	27														
Fleet Manager Recommendation: The mileage is 149,755 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will be replaced with a Chevrolet Tahoe.															
Planned Replacement Year: _____ Funding Source: <u>Fire Department Fund Allocation</u>															
Fleet Manager Approval: <i>Laguana Porter</i> Name of Fleet Manager: <u>Laguana C. Porter, Fleet Manager</u> Central Services Director Approval: <i>Horace Green</i> Name of Director: <u>Horace Green, Central Services Director</u>															



Administrative Services Committee

Meeting Date: Tuesday, October 28, 2025

Emergency – Coroner’s Office MRI Remediation

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Receive as information the emergency request for MRI (moisture-related issues) remediation at the Coroner’s Office in the amount of \$32,669.75 by PuroClean.
Background:	Due to high levels of moisture, several areas within the Coroner’s Office were found to require MRI (moisture related issues) remediation. As per CDC recommendations, good air quality needs to be maintained in this facility to reduce the spread of communicable diseases and ensure the health and safety of all staff. To correct the current situation, MRI remediation followed by the restoration of the facility must take place.
Analysis:	PuroClean is performing the remediation and the restoration of the facility.
Financial Impact:	\$32,669.75; SPLOST VIII GL: 330-05-1120/54.13120 JL: 225-05-1138/54.13120
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for MRI (moisture-related issues) remediation at the Coroner’s Office in the amount of \$32,669.75 by PuroClean.
Funds are available in the following accounts:	\$32,669.75; SPLOST VIII GL: 330-05-1120/54.13120 JL: 225-05-1138/54.13120



Central Services Department

Horace Green, Director
Maria Rivera-Rivera

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Andy Penick, Director, Procurement Department 
FROM: Horace Green, Director, Central Services Department 
DATE: October 9, 2025
SUBJECT: Emergency Memo – Coroner's Office MRI Remediation

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Coroner's Office relating to MRI remediation.

Due to high levels of moisture and visible staining within the facility, an air sampling was conducted which resulted in active mold growth. Several areas such as HVAC roof top unit to include ducts/vents, interior dry walls, ceiling tiles, and exterior walls, require further assessment and corrective/remediation work. It is of utmost importance that the corrections/remediation take place to prevent further health and safety risk to both citizens and staff that utilize this facility. As per CDC recommendations, good air quality needs to be maintained in this facility to reduce the spread of communicable diseases and ensure the health and safety of all staff. In order to correct the situation, PuroClean was deemed qualified to perform the necessary MRI remediation of the affected areas.

Please process a purchase order to PuroClean in the amount of \$32,699.75 for the MRI remediation.

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

HG/mcrr

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPL08V111, See Below
DEPARTMENT HEAD: [Signature]

REQUISITION:
REQUISITION DATE: 10/9/25
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

Item 2.

Scarlet Green

From: Timothy Schroer
Sent: Thursday, October 9, 2025 9:15 AM
To: Scarlet Green
Cc: Maria Rivera-Rivera; Katie Cornelius; Myana Mahadi; Horace Green
Subject: RE: [EXTERNAL] Coroner's Office

As requested,

GL 330-05-1120 / 5413120

JL 225051138 / 5413120

Ledger: JL
 Report Date: 10/09/2025

JL Budgets and Actuals with Encumbrances

Fiscal Year: 2
 Fiscal Period:
 Budget Version: 1

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Bal</u>
225051138	Coroners office MRI Remediatio				
5413120	Building Renovations	120,450.00	0.00	0.00	120,4
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	120,450.00	0.00	0.00	120,
	Net:	-120,450.00	0.00	0.00	-120,
	Grand Total (RV & TI):	0.00	0.00	0.00	
	Grand Total (XP & TO):	120,450.00	0.00	0.00	120,
	Net:	-120,450.00	0.00	0.00	-120,

Timothy E. Schroer, CPA, CGMA 
 Interim Finance Director
 Augusta Richmond County Georgia

| 535 Telfair St., Suite 800 | Augusta, GA 30901 | www.augustaga.gov
 ✉ tschroer@augustaga.gov | Office: 706.821.1741 | Mobile: 706.840.6226 | Fax: 706.821.2520

2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera
Sent: Thursday, September 25, 2025 2:47 PM
To: Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Myana Mahadi <msmahadi@augustaga.gov>
Cc: Horace Green <hgreen@augustaga.gov>; Eric Bing <EBing@augustaga.gov>; Mark Bowen <mbowen@augustaga.gov>
Subject: FW: [EXTERNAL] Coroner's Office

Good afternoon,

Please proceed to request the emergency purchase order related to the Coroner's Office remediation.

These are the proposals received:

- Augusta Chillers - \$19,640.00
- PuroClean (Remediation phase only)- \$32,699.75

Awaiting proposals from:

- Avrett Plumbing (water pipe leaks and pressure testing)
- PuroClean (reconstruction and building envelope)

Regards,
 Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Augusta Chiller Service <augusta_chiller@yahoo.com>
Sent: Tuesday, September 23, 2025 4:22 PM

**PuroClean of Augusta/Aiken**

1500 Wrightsboro Road, Suite 100
Augusta, GA 30904
706-723-8989
Tax ID # 85-0802537

Insured: Richmond County Coroner's Office
Property: 912 8th Street
Augusta, GA 30901

Home: (706) 821-1629
E-mail: mriviera-rivera@augustaga.gov

Estimator: Austin Case

Business: (706) 723-8989

Claim Number: SELF-PAY

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 9/13/2025 3:06 AM

Price List: GAAU8X_SEP25
Restoration/Service/Remodel
Estimate: CORONERS_OFFICE_MLD


PuroClean of Augusta/Aiken

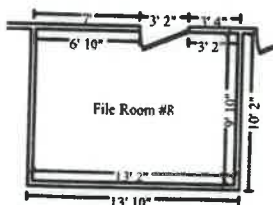
1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CORONERS_OFFICE_MLD
CORONERS_OFFICE_MLD

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00	187.36	0.00	187.36
2. Add for personal protective equipment (hazardous cleanup)	8.00 EA	0.00	22.86	7.85	190.73
3. Add for HEPA filter (for negative air exhaust fan)	1.00 EA	0.00	212.90	15.69	228.59
4. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	94.29	6.20	100.49
5. Respirator - Full face - multi-purpose resp. (per day)	2.00 DA	0.00	7.61	0.00	15.22
6. Respirator cartridge - HEPA only (per pair)	2.00 EA	0.00	15.59	2.49	33.67
<i>Filter changes between jobs prevents cross contamination between jobs.</i>					
7. Equipment decontamination charge - per piece of equipment	3.00 EA	0.00	43.47	1.37	131.78
<i>Decontamination of Air Scrubber ,HEPA Vacuums This prevents cross contamination between impacted areas and unaffected areas as well as between jobs .</i>					
8. Haul debris - per pickup truck load - including dump fees	1.00 EA	165.24	0.00	0.00	165.24
**** ASBESTOS TESTING ****					
Total: CORONERS_OFFICE_MLD				33.60	1,053.08

Source - DocuSketch

1st Floor



File Room #8

Height: 8'

346.44 SF Walls	130.02 SF Ceiling
476.46 SF Walls & Ceiling	130.02 SF Floor
14.45 SY Flooring	42.90 LF Floor Perimeter
46.09 LF Ceil. Perimeter	

Door

3' 2 1/4" X 6' 11 7/8"

Opens into HALLWAY

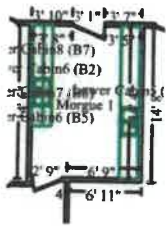
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Content Manipulation charge - per hour	6.00 HR	0.00	50.41	0.00	302.46
****DEMOLITION****					
10. R&R Acoustic ceiling tile	130.02 SF	0.74	4.68	18.10	722.80
11. Tear out drywall, cleanup, bag - Cat 3	346.44 SF	1.83	0.00	3.88	637.87
CORONERS_OFFICE_MLD				9/15/2025	Page: 2


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CONTINUED - File Room #8

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Tear out cove base molding and bag for disp. - up to Cat 3	42.90 LF	0.78	0.00	0.45	33.91
13. Outlet or switch - Detach	4.00 EA	0.00	24.50	0.00	98.00
****CLEANING****					
14. Clean file cabinet - four drawer - metal	12.00 EA	0.00	37.82	0.43	454.27
15. Clean cold air return cover	1.00 EA	0.00	11.57	0.01	11.58
16. Clean light fixture - fluorescent	4.00 EA	0.00	18.73	0.02	74.94
17. Clean floor or roof joist system	476.46 SF	0.00	1.75	0.76	834.57
18. Clean and deodorize carpet	130.02 SF	0.00	0.59	0.10	76.81
19. HEPA Vacuuming - Detailed - (PER SF)	476.46 SF	0.00	0.96	0.00	457.40
****TREATMENT****					
20. Disinfect building - fog / spray - per SF	649.38 SF	0.00	0.50	2.08	326.77
21. Apply plant-based anti-microbial agent to more than the floor	649.38 SF	0.00	0.36	3.12	236.90
Totals: File Room #8				28.95	4,268.28


Morgue 1
Height: 8' 9"

388.63 SF Walls	145.95 SF Ceiling
534.58 SF Walls & Ceiling	145.95 SF Floor
16.22 SY Flooring	43.24 LF Floor Perimeter
49.05 LF Ceil. Perimeter	

Door
2' 8 5/8" X 7' 1/4"
Opens into MORGUE_2
Door
3' 1 1/16" X 6' 11 7/16"
Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Content Manipulation charge - per hour	3.00 HR	0.00	50.41	0.00	151.23
****DEMOLITION****					
23. R&R Acoustic ceiling tile	145.95 SF	0.74	4.68	20.32	811.37
****CLEANING****					
24. Clean cold air return cover	3.00 EA	0.00	11.57	0.02	34.73
25. Clean light fixture - fluorescent	9.00 EA	0.00	18.73	0.04	168.61

CORONERS_OFFICE_MLD

9/15/2025

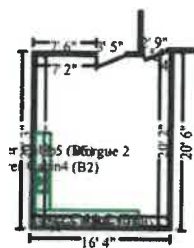
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PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CONTINUED - Morgue 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Clean sink - double	1.00 EA	0.00	23.04	0.00	23.04
27. Clean floor	189.19 SF	0.00	0.58	0.15	109.88
28. Clean countertop	36.00 SF	0.00	0.99	0.06	35.70
29. Clean floor or roof joist system	145.95 SF	0.00	1.75	0.23	255.64
30. Clean the walls	388.63 SF	0.00	0.46	0.31	179.08
31. Clean cabinetry - lower - inside and out	16.00 LF	0.00	19.60	0.14	313.74
32. Clean cabinetry - upper - inside and out	8.00 LF	0.00	19.60	0.07	156.87
33. Clean outlet or switch	4.00 EA	0.00	4.62	0.00	18.48
34. HEPA Vacuuming - Detailed - (PER SF)	566.58 SF	0.00	0.96	0.00	543.92
****TREATMENT****					
35. Disinfect building - fog / spray - per SF	723.77 SF	0.00	0.50	2.32	364.21
36. Apply plant-based anti-microbial agent to more than the floor	723.77 SF	0.00	0.36	3.47	264.03
****EQUIPMENT****					
37. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA	0.00	70.50	0.00	282.00
Totals: Morgue 1				27.13	3,712.53


Morgue 2
Height: 8' 9"

584.71 SF Walls	308.88 SF Ceiling
893.59 SF Walls & Ceiling	308.88 SF Floor
34.32 SY Flooring	65.50 LF Floor Perimeter
71.62 LF Ceil. Perimeter	

Door
2' 8 5/8" X 7' 1/4"
Opens into MORGUE_1
Door
3' 4 13/16" X 6' 8 11/16"
Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
38. Content Manipulation charge - per hour	2.00 HR	0.00	50.41	0.00	100.82
****DEMOLITION****					
39. R&R Acoustic ceiling tile	308.88 SF	0.74	4.68	43.00	1,717.13
****CLEANING****					

CORONERS_OFFICE_MLD

9/15/2025

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PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CONTINUED - Morgue 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
40. Clean cold air return cover	1.00 EA	0.00	11.57	0.01	11.58
41. Clean floor	374.38 SF	0.00	0.58	0.30	217.44
42. Clean light fixture - fluorescent	9.00 EA	0.00	18.73	0.04	168.61
43. Clean floor or roof joist system	308.88 SF	0.00	1.75	0.49	541.03
44. Clean the walls	584.71 SF	0.00	0.46	0.47	269.44
45. Clean outlet or switch	4.00 EA	0.00	4.62	0.00	18.48
46. Clean cabinetry - lower - inside and out	28.00 LF	0.00	19.60	0.25	549.05
47. Clean cabinetry - upper - inside and out	10.00 LF	0.00	19.60	0.09	196.09
48. Clean door (per side)	4.00 EA	0.00	9.56	0.07	38.31
49. HEPA Vacuuming - Detailed - (PER SF)	949.59 SF	0.00	0.96	0.00	911.61
****TREATMENT****					
50. Disinfect building - fog / spray - per SF	1,267.98 SF	0.00	0.50	4.06	638.05
51. Apply plant-based anti-microbial agent to more than the floor	1,267.98 SF	0.00	0.36	6.09	462.56
Totals: Morgue 2				54.87	5,840.20


Deputy's Office
Height: 8' 9"

530.20 SF Walls	246.37 SF Ceiling
776.57 SF Walls & Ceiling	246.37 SF Floor
27.37 SY Flooring	60.44 LF Floor Perimeter
71.83 LF Ceil. Perimeter	

Door	3' 4" X 7' 1/4"	Opens into BREAKROOM_
Door	2' 3 13/16" X 6' 8 5/16"	Opens into ROOM_4__1
Window	1' 1" X 3' 8"	Opens into Exterior
Window	1' 1" X 3' 8"	Opens into Exterior
Window	1' 1" X 3' 8"	Opens into Exterior
Window	1' 1" X 3' 8"	Opens into Exterior
Window	1' 1" X 3' 8"	Opens into Exterior
Door	2' 11 3/16" X 6' 11 1/16"	Opens into ROOM_5
Door	2' 9 11/16" X 6' 10 5/16"	Opens into HALLWAY


PuroClean of Augusta/Aiken

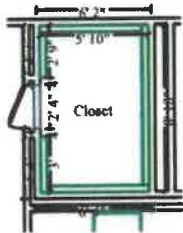
1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CONTINUED - Deputy's Office

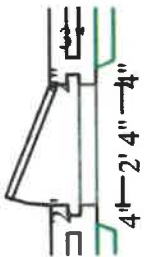
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
****CONTAINMENT****					
52. Containment Barrier/Airlock/Decon. Chamber	64.00 SF	0.00	1.18	0.87	76.39
53. Peel & seal zipper	1.00 EA	0.00	15.04	0.80	15.84
****CONTENT****					
54. Content Manipulation charge - per hour	4.00 HR	0.00	50.41	0.00	201.64
****DEMOLITION****					
55. R&R Acoustic ceiling tile	246.37 SF	0.74	4.68	34.29	1,369.61
****CLEANING****					
56. Clean floor or roof joist system	246.37 SF	0.00	1.75	0.39	431.54
57. Clean outlet or switch	6.00 EA	0.00	4.62	0.00	27.72
58. Clean door (per side)	8.00 EA	0.00	9.56	0.14	76.62
59. Clean the walls	530.20 SF	0.00	0.46	0.42	244.31
60. Clean more than the floor	306.81 SF	0.00	0.46	0.25	141.38
61. Clean bookcase	4.00 SF	0.00	1.48	0.01	5.93
62. Clean light fixture - fluorescent	6.00 EA	0.00	18.73	0.02	112.40
63. Clean window unit (per side) 3 - 9 SF	5.00 EA	0.00	14.02	0.00	70.10
64. Clean office chair - leather	3.00 EA	0.00	46.52	1.13	140.69
65. Clean desk	3.00 EA	0.00	31.65	0.51	95.46
66. Clean sofa - leather	4.00 LF	0.00	41.40	0.85	166.45
67. HEPA Vacuuming - Detailed - (PER SF)	776.57 SF	0.00	0.96	0.00	745.51
****TREATMENT****					
68. Disinfect building - fog / spray - per SF	1,083.39 SF	0.00	0.50	3.47	545.17
69. Apply plant-based anti-microbial agent to more than the walls and ceiling	1,083.39 SF	0.00	0.36	5.20	395.22
****EQUIPMENT****					
70. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA	0.00	70.50	0.00	282.00
Totals: Deputy's Office				48.35	5,143.98


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537


Closet
Height: 9' 4"

257.75 SF Walls	51.26 SF Ceiling
309.01 SF Walls & Ceiling	51.26 SF Floor
5.70 SY Flooring	26.95 LF Floor Perimeter
29.27 LF Ceil. Perimeter	


Subroom: Room #4 4 (1)
Height: 6' 9"

8.78 SF Walls	0.64 SF Ceiling
9.42 SF Walls & Ceiling	0.64 SF Floor
0.07 SY Flooring	1.25 LF Floor Perimeter
5.88 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
 Door

2' 3 13/16" X 6' 8"
 2' 3 13/16" X 6' 8 5/16"

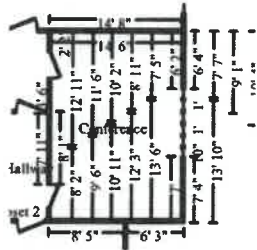
Opens into CLOSET
 Opens into DEPUTYS_OFF1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
****DEMOLITION****					
71. Tear out wet paneling, bag for disposal - Cat 3	318.43 SF	1.01	0.00	2.04	323.65
****CLEANING****					
72. Clean floor or roof joist system	318.43 SF	0.00	1.75	0.51	557.76
73. Clean door (per side)	2.00 EA	0.00	9.56	0.04	19.16
74. Clean more than the floor	80.11 SF	0.00	0.46	0.06	36.91
75. HEPA Vacuuming - Detailed - (PER SF)	370.33 SF	0.00	0.96	0.00	355.52
****TREATMENT****					
76. Disinfect building - fog / spray - per SF	398.53 SF	0.00	0.50	1.28	200.55
77. Apply plant-based anti-microbial agent to more than the walls and ceiling	398.53 SF	0.00	0.36	1.91	145.38
Totals: Closet				5.84	1,638.93



PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
Augusta, GA 30904
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Conference

Height: 8' 9"

545.25 SF Walls	300.84 SF Ceiling
846.09 SF Walls & Ceiling	300.84 SF Floor
33.43 SY Flooring	64.94 LF Floor Perimeter
70.47 LF Ceil. Perimeter	

Door	2' 7 1/4" X 6' 9 1/8"	Opens into HALLWAY1
Window	11 13/16" X 5' 10"	Opens into Exterior
Window	1' 5/16" X 5' 10"	Opens into Exterior
Window	10 13/16" X 5' 10"	Opens into Exterior
Window	1' 5/16" X 5' 10"	Opens into Exterior
Window	11 7/8" X 5' 10"	Opens into Exterior
Window	10 3/16" X 5' 10"	Opens into Exterior
Door	2' 11 1/8" X 6' 10 5/16"	Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
****CONTAINMENT****					
78. Containment Barrier/Airlock/Decon. Chamber	64.00 SF	0.00	1.18	0.87	76.39
79. Peel & seal zipper	1.00 EA	0.00	15.04	0.80	15.84
80. Protect - Cover with plastic	300.84 SF	0.00	0.38	3.13	117.45
****CONTENT****					
81. Content Manipulation charge - per hour	4.00 HR	0.00	50.41	0.00	201.64
****DEMOLITION****					
82. R&R Acoustic ceiling tile	300.84 SF	0.74	4.68	41.88	1,672.43
83. Tear out wet paneling, bag for disposal - Cat 3	545.25 SF	1.01	0.00	3.49	554.19
84. Tear out cove base molding and bag for disp. - up to Cat 3	64.94 LF	0.78	0.00	0.68	51.33
85. Outlet or switch - Detach	8.00 EA	0.00	24.50	0.00	196.00
****CLEANING****					
86. Clean office chair - leather	10.00 EA	0.00	46.52	3.77	468.97
87. Clean floor or roof joist system	846.09 SF	0.00	1.75	1.35	1,482.01
88. Clean intercom	1.00 EA	0.00	20.39	0.00	20.39
89. Clean light fixture - fluorescent	6.00 EA	0.00	18.73	0.02	112.40
90. Clean cold air return cover	2.00 EA	0.00	11.57	0.01	23.15
91. Clean smoke/carbon monoxide detector	1.00 EA	0.00	8.31	0.00	8.31

CORONERS_OFFICE_MLD

9/15/2025

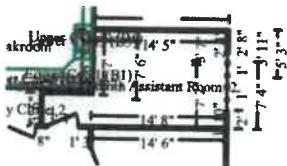
Page: 8


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

CONTINUED - Conference

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
92. Clean door (per side)	2.00 EA	0.00	9.56	0.04	19.16
93. Clean table - dining - large	1.00 EA	0.00	57.92	0.15	58.07
94. Clean window unit (per side) 3 - 9 SF	6.00 EA	0.00	14.02	0.00	84.12
95. Clean and deodorize carpet	300.84 SF	0.00	0.59	0.24	177.74
96. HEPA Vacuuming - Detailed - (PER SF)	846.09 SF	0.00	0.96	0.00	812.25
****TREATMENT****					
97. Disinfect building - fog / spray - per SF	1,211.88 SF	0.00	0.50	3.88	609.82
98. Apply plant-based anti-microbial agent to more than the floor	1,211.88 SF	0.00	0.36	5.82	442.10
****EQUIPMENT****					
99. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	4.00 EA	0.00	73.23	0.00	292.92
100. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA	0.00	70.50	0.00	282.00
Totals: Conference				66.13	7,778.68


Admin Assistant Room#2
Height: 8' 9"

477.04 SF Walls	166.90 SF Ceiling
643.95 SF Walls & Ceiling	166.90 SF Floor
18.54 SY Flooring	57.13 LF Floor Perimeter
60.49 LF Ceil. Perimeter	

Window	9 5/8" X 5' 10"	Opens into Exterior
Window	1' X 5' 10"	Opens into Exterior
Window	11 5/16" X 5' 10"	Opens into Exterior
Window	1' 1/16" X 5' 10"	Opens into Exterior
Window	11 7/8" X 5' 10"	Opens into Exterior
Door	3' 4 5/16" X 7' 3 13/16"	Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
****CONTENT****					
101. Content Manipulation charge - per hour	2.00 HR	0.00	50.41	0.00	100.82

******DEMOLITION******


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
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CONTINUED - Admin Assistant Room#2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
102. R&R Acoustic ceiling tile	166.90 SF	0.74	4.68	23.23	927.83
****CLEANING****					
103. Clean office chair - leather	3.00 EA	0.00	46.52	1.13	140.69
104. Clean floor or roof joist system	166.90 SF	0.00	1.75	0.27	292.35
105. Clean intercom	1.00 EA	0.00	20.39	0.00	20.39
106. Clean light fixture - fluorescent	4.00 EA	0.00	18.73	0.02	74.94
107. Clean cold air return cover	2.00 EA	0.00	11.57	0.01	23.15
108. Clean smoke/carbon monoxide detector	1.00 EA	0.00	8.31	0.00	8.31
109. Clean door (per side)	2.00 EA	0.00	9.56	0.04	19.16
110. Clean floor	224.04 SF	0.00	0.58	0.18	130.12
111. Clean bookcase	6.00 SF	0.00	1.48	0.02	8.90
112. Clean file cabinet - four drawer - metal	2.00 EA	0.00	37.82	0.07	75.71
113. Clean window unit (per side) 3 - 9 SF	5.00 EA	0.00	14.02	0.00	70.10
114. HEPA Vacuuming - Detailed - (PER SF)	643.95 SF	0.00	0.96	0.00	618.19
****TREATMENT****					
115. Disinfect building - fog / spray - per SF	867.98 SF	0.00	0.50	2.78	436.77
116. Apply plant-based anti-microbial agent to more than the floor	867.98 SF	0.00	0.36	4.17	316.64
Totals: Admin Assistant Room#2				31.92	3,264.07
Total: 1st Floor				263.19	31,646.67
Total: Source - DocuSketch				263.19	31,646.67
Line Item Totals: CORONERS_OFFICE_MLD				296.79	32,699.75


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

Grand Total Areas:

12,455.41 SF Walls	4,117.49 SF Ceiling	16,572.90 SF Walls and Ceiling
4,117.49 SF Floor	457.50 SY Flooring	1,334.11 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,542.42 LF Ceil. Perimeter
4,117.49 Floor Area	4,484.86 Total Area	12,455.41 Interior Wall Area
5,066.62 Exterior Wall Area	543.89 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	32,029.08	97.95%	32,029.08	97.95%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	670.67	2.05%	670.67	2.05%
Total	32,699.75	100.00%	32,699.75	100.00%



PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
Augusta, GA 30904
706-723-8989
Tax ID # 85-0802537

Summary for Dwelling

Line Item Total	31,733.92
Material Sales Tax	295.16
Replacement Cost Value	\$32,029.08
Net Claim	\$32,029.08

Austin Case

**PuroClean of Augusta/Aiken**

1500 Wrightsboro Road, Suite 100
Augusta, GA 30904
706-723-8989
Tax ID # 85-0802537

Summary for Contents

Line Item Total	669.04
Material Sales Tax	1.63
Replacement Cost Value	\$670.67
Net Claim	\$670.67

Austin Case



PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

Recap of Taxes

	Material Sales Tax (8%)	Storage Rental Tax (8%)	Local Food Tax (4%)
Line Items	296.79	0.00	0.00
Total	296.79	0.00	0.00


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

Recap by Room

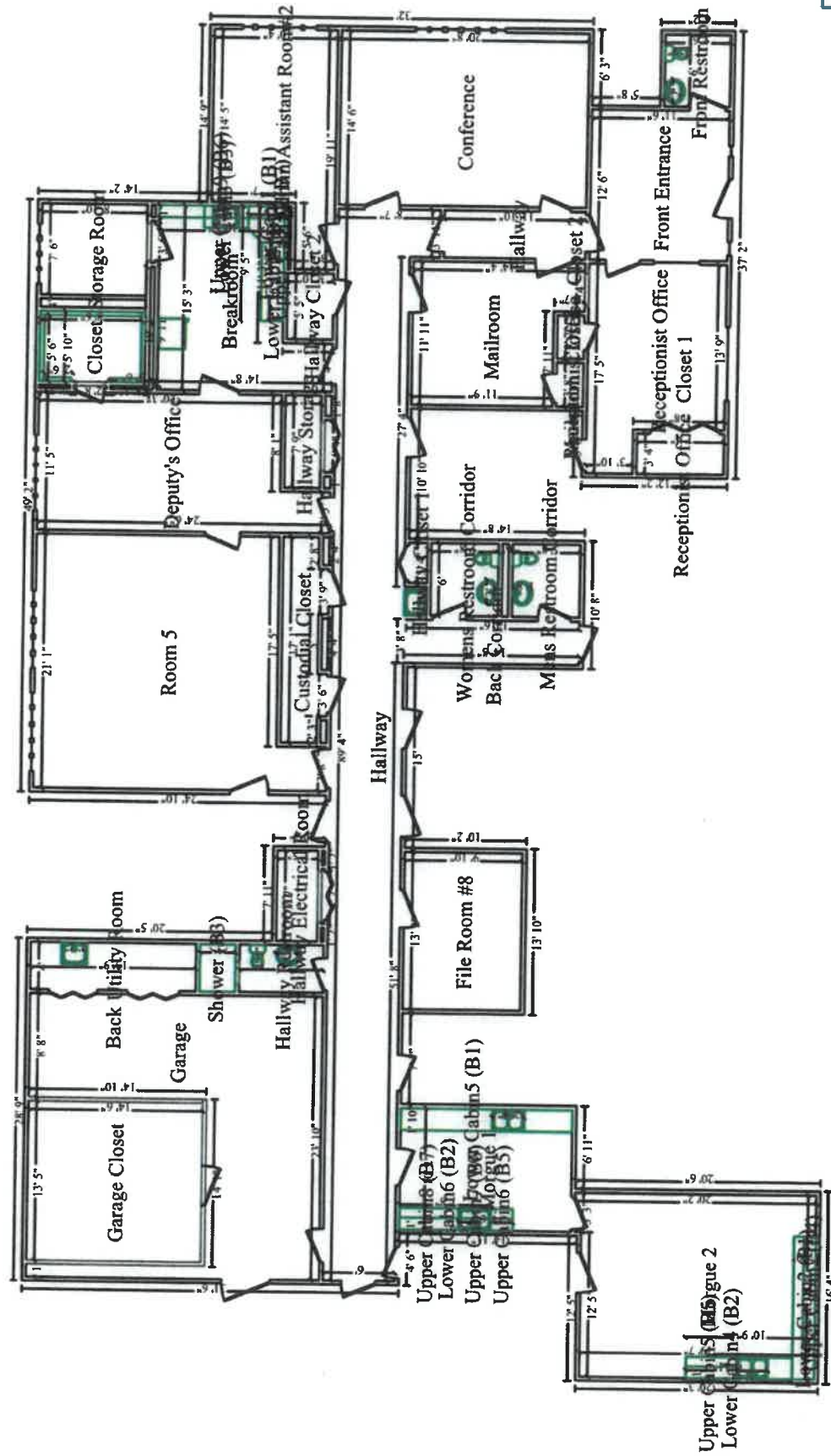
Estimate: CORONERS_OFFICE_MLD		1,019.48	3.15%
Coverage: Dwelling	100.00% =	1,019.48	
Area: Source - DocuSketch			
Area: 1st Floor			
File Room #8		4,239.33	13.08%
Coverage: Dwelling	89.29% =	3,785.49	
Coverage: Contents	10.71% =	453.84	
Morgue 1		3,685.40	11.37%
Coverage: Dwelling	100.00% =	3,685.40	
Morgue 2		5,785.33	17.85%
Coverage: Dwelling	100.00% =	5,785.33	
Deputy's Office		5,095.63	15.73%
Coverage: Dwelling	97.26% =	4,956.07	
Coverage: Contents	2.74% =	139.56	
Closet		1,633.09	5.04%
Coverage: Dwelling	100.00% =	1,633.09	
Conference		7,712.55	23.80%
Coverage: Dwelling	100.00% =	7,712.55	
Admin Assistant Room#2		3,232.15	9.97%
Coverage: Dwelling	97.66% =	3,156.51	
Coverage: Contents	2.34% =	75.64	
Area Subtotal: 1st Floor		31,383.48	96.85%
Coverage: Dwelling	97.87% =	30,714.44	
Coverage: Contents	2.13% =	669.04	
Area Subtotal: Source - DocuSketch		31,383.48	96.85%
Coverage: Dwelling	97.87% =	30,714.44	
Coverage: Contents	2.13% =	669.04	
Subtotal of Areas		32,402.96	100.00%
Coverage: Dwelling	97.94% =	31,733.92	
Coverage: Contents	2.06% =	669.04	
Total		32,402.96	100.00%


PuroClean of Augusta/Aiken

1500 Wrightsboro Road, Suite 100
 Augusta, GA 30904
 706-723-8989
 Tax ID # 85-0802537

Recap by Category

Items			Total	%
ACOUSTICAL TREATMENTS			6,079.13	18.59%
Coverage: Dwelling	@	100.00% =	6,079.13	
CONT: CLEAN - HARD FURNITURE			682.35	2.09%
Coverage: Dwelling	@	22.40% =	152.87	
Coverage: Contents	@	77.60% =	529.48	
CLEANING			4,203.66	12.86%
Coverage: Dwelling	@	100.00% =	4,203.66	
CONTENT MANIPULATION			1,058.61	3.24%
Coverage: Dwelling	@	100.00% =	1,058.61	
CONT: CLEAN, UPHOLSTERY & SOFT			909.92	2.78%
Coverage: Dwelling	@	84.66% =	770.36	
Coverage: Contents	@	15.34% =	139.56	
GENERAL DEMOLITION			2,716.87	8.31%
Coverage: Dwelling	@	100.00% =	2,716.87	
ELECTRICAL			294.00	0.90%
Coverage: Dwelling	@	100.00% =	294.00	
HAZARDOUS MATERIAL REMEDIATION			15,978.14	48.86%
Coverage: Dwelling	@	100.00% =	15,978.14	
WATER EXTRACTION & REMEDIATION			480.28	1.47%
Coverage: Dwelling	@	100.00% =	480.28	
Subtotal			32,402.96	99.09%
Material Sales Tax			296.79	0.91%
Coverage: Dwelling	@	99.45% =	295.16	
Coverage: Contents	@	0.55% =	1.63	
Total			32,699.75	100.00%



1st Floor

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9/15/2025

CORONERS_OFFICE_MLD

Katie Cornelius

From: Mark Bowen
Sent: Thursday, August 28, 2025 4:26 PM
To: Maria Rivera-Rivera
Subject: FW: Emergency Request - Coroner's Office MRI Remediation

Follow Up Flag: Follow up
Flag Status: Flagged

From: Tameka Allen <Allen@augustaga.gov>
Sent: Thursday, August 28, 2025 4:24 PM
To: Mark Bowen <mbowen@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: RE: Emergency Request - Coroner's Office MRI Remediation

Good afternoon,

Central Services and Procurement, please provide me with a path forward based on the information provided by Mr. Bowen.

Tameka

Tameka Allen, MBA | Administrator
Augusta, GA Government
 535 Telfair St, Suite 910 | Augusta, GA 30901
 Office (706) 821-2400 | Fax (706)821-2819
 Email allen@augustaga.gov | www.augustaga.gov

From: Mark Bowen <mbowen@augustaga.gov>
Sent: Thursday, August 28, 2025 4:15 PM
To: Tameka Allen <Allen@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: FW: Emergency Request - Coroner's Office MRI Remediation
Importance: High

Good afternoon,

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of a health and safety related emergency at the Richmond County Coroner's Office.

Due to high levels of moisture and visible staining within the facility, an air sampling was conducted which resulted in active mold growth. Several areas such as HVAC roof top unit to include ducts/vents, interior dry walls, ceiling tiles, and exterior walls, require further assessment and corrective/remediation work. It is of utmost

importance that the corrections/remediation take place to prevent further health and safety risk to both citizens and staff that utilize this facility.

We are requesting approval to proceed with Trane to provide the service required on the HVAC roof top unit, and approval to have a remediation company provide the required services.

Coroner Mark Bowen

Richmond County Coroner's Office

912 8th Street

Augusta, Ga. 30901

Office: 706-821-2382

Direct: 706-821-1438

Cell: 706-836-5857



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AED:104.1



Administrative Services Committee

Meeting Date: Tuesday, October 28, 2025

Emergency – Diamond Lakes Library and Community Center Chiller and Compressor Replacement

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Receive as information the emergency request for the replacement of the chiller and compressor located at Diamond Lakes Library & Community Center in the amount of \$131,054.00 by Trane Service.
Background:	The chiller at this location was no longer operational due to several deficiencies. An inspection of the affected equipment revealed that a complete replacement of the chiller and compressor would be required. The failure of the chiller and compressor, coupled with the current outside temperature, was causing room temperatures to increase. Without the chiller unit, the HVAC system would continue to not work properly, and due to children's summer camps taking place in the facility, the building would need to be closed until these issues could be resolved.
Analysis:	Trane Service is performing the corresponding work.
Financial Impact:	\$131,054.00; SPLOST VIII GL: 330-05-1120/54.21110 JL: 225-05-8139/54.21110
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the replacement of the chiller and compressor located at Diamond Lakes Library & Community Center in the amount of \$131,054.00 by Trane Service.
Funds are available in the following accounts:	\$131,054.00; SPLOST VIII GL: 330-05-1120/54.21110 JL: 225-05-8139/54.21110



Central Services Department

Horace Green, Director 2760 Peach Orchard Road, Augusta, GA 30906
 Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Andy Penick, Director, Procurement Department *AP 10/24/2025*
FROM: Horace Green, Director, Central Services Department
DATE: October 9th 2025
SUBJECT: Emergency Memo – Diamond Lakes Chiller Compressor Replacement

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at Diamond Lakes regarding the Chiller and Compressor in the gym and the library.

The chiller at this location was down, causing high room temperatures throughout the facility. Without the chiller unit, the HVAC system would continue to not work properly, and due to children's summer camps, that were taking place in the facility, the building would have needed to be closed until these issues could be resolved. It is imperative that the deficiencies with the chiller were addressed as soon as possible to restore proper air circulation to the building.

Please process a purchase order for Trane Company, in the amount of \$131,054.00 for the service calls to replace the compressor and the chiller.

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

HG/mcrr

Nancy M. Williams

From: Darrell White
Sent: Thursday, June 26, 2025 2:13 PM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Audrey Sutton; Nancy M. Williams; Marquel Wimbush; Eric Bing
Subject: Re: Emergency Request - Diamond Lakes Library / Robert Howard Center Chiller

Please proceed with this request.

[Get Outlook for iOS](#)

From: Katie Cornelius
Sent: Thursday, June 26, 2025 2:11:25 PM
To: Darrell White
Cc: Ron Lampkin ; Maria Rivera-Rivera ; Scarlet Green ; Arlene New ; Audrey Sutton ; Nancy M. Williams ; Marquel Wimbush ; Eric Bing
Subject: Emergency Request - Diamond Lakes Library / Robert Howard Center Chiller

Good afternoon,

This communication serves as notification of an emergency at the following location:

- Diamond Lakes Library / Robert Howard Community Center
 - The chiller at this location is currently down, causing high room temperatures throughout the facility. Without the chiller unit, the HVAC system will continue to not work properly, and due to children's summer camps that are taking place in the facility, the building may need to be closed until these issues can be resolved. It is imperative that the deficiencies with the chiller are addressed as soon as possible to restore proper air circulation to the building.

We are requesting approval to proceed with Trane Service on an emergency basis to assess and correct these issues.

Thank you,
 Katie

Katie Cornelius | Administrative Assistant
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



Nancy M. Williams

From: Darrell White
Sent: Thursday, June 26, 2025 2:13 PM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Audrey Sutton; Nancy M. Williams; Marquel Wimbush; Eric Bing
Subject: Re: Emergency Request - Diamond Lakes Library / Robert Howard Center Chiller

Please proceed with this request.

Get [Outlook for iOS](#)

From: Katie Cornelius
Sent: Thursday, June 26, 2025 2:11:25 PM
To: Darrell White
Cc: Ron Lampkin ; Maria Rivera-Rivera ; Scarlet Green ; Arlene New ; Audrey Sutton ; Nancy M. Williams ; Marquel Wimbush ; Eric Bing
Subject: Emergency Request - Diamond Lakes Library / Robert Howard Center Chiller

Good afternoon,

This communication serves as notification of an emergency at the following location:

- Diamond Lakes Library / Robert Howard Community Center
 - The chiller at this location is currently down, causing high room temperatures throughout the facility. Without the chiller unit, the HVAC system will continue to not work properly, and due to children's summer camps that are taking place in the facility, the building may need to be closed until these issues can be resolved. It is imperative that the deficiencies with the chiller are addressed as soon as possible to restore proper air circulation to the building.

We are requesting approval to proceed with Trane Service on an emergency basis to assess and correct these issues.

Thank you,
 Katie

Katie Cornelius | Administrative Assistant
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AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER: SP001VHI, See Below

DEPARTMENT HEAD: [Signature]

REQUISITION

REQUISITION: 8411601

REQUISITION DATE: 10/9/2025

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

VENDOR			NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER			Trane					
QUOTED BY			706-738-8157					
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	PROVIDE LABOR TO INSTALL (1) 200TON RENTAL CHILLER, PROVIDE LABOR TO DECOMMISSION (1) 200TON RENTAL CHILLER, PIPING AND MATERIALS INCLUDED WITH RENTAL UNIT	1	\$ 10,000.00	\$ 10,000.00				
2	CHILLER RENTAL	1	\$ 19,952.00	\$ 19,952.00				
3	CHILLER RENTAL MONTHLY CHARGE	1	\$ 15,552.00	\$ 15,552.00				
4	DECOMMISSION EXISTING COMPRESSOR, INSTALLATION OF NEW COMPRESSOR, TESTING AND COMMISSIONING	1	\$ 84,330.00	\$ 84,330.00				
5	SERVICE CALL	1	\$ 1,220.00	\$ 1,220.00				
6								
7								
8	Diamond Lakes Chiller Compressor Replacement							
9	Proposal July 7th, 2025							
10	Funding is available in the following accounts :							
11	GL: 330-05-1120 / 5421110							
12	JL : 225058139 / 5421110							
13								
14								
TOTAL BID			\$	131,054.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Item 3.

Diamond Lakes Rental Chiller Install
Proposal ID: 8302286



Trane U.S. Inc.
804 Trane Rd
Augusta, GA 30909
Phone: (706) 738-8157

July 07, 2025

Augusta-richmond Cnty
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090
(706) 834-3577

Site Address:
Diamond Lakes Park
103 Diamond Lakes Way
Hephzibah, GA 30815

ATTENTION: Maria Rivera-Rivera

PROJECT NAME: Diamond Lakes Rental Chiller Install

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	Trane			

SCOPE OF SERVICE

- Provide labor to install (1) 200Ton rental chiller.
- Provide labor to decommission (1) 200Ton rental Chiller.
- Piping and Materials included with rental unit.

PRICING AND ACCEPTANCE**TOTAL PRICE:**.....\$10,000.00 USD**CLARIFICATIONS**

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours.
3. This proposal is valid for 30 days from July 07, 2025.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Chris Gleiter

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative
Ron Lampkin
Printed Name
Director Central Services
Title
Purchase Order
Acceptance Date
Trane's License Number:



Date: 7/7/2025

Minimum Rental : 7 Days

Monthly Rental Period: 28 Days

Diamond Lakes

Project Name: **Diamond Lakes**

Quote #: **P134064**

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services as noted to meet your system requirements. Upon your written acceptance, this proposal will constitute the Rental Agreement.

Equipment Rented

This proposal is subject to your acceptance for 30 days from the date above and is contingent upon equipment availability at the time of contract. Rental rates do not include applicable taxes or delivery and return charges unless otherwise noted.

Description	Quantity
200 ton AC Chiller w/pump	1
4/0 x 100ft Cable Box	3
6" x 200ft Hose Box	1
48ft Flat-bed Trailer	1

Rental Rate: Monthly \$ 15,552.00

Notes:

***Between the dates of October 1st-April 30th, care and consideration must be taken for any Trane Rental Equipment that contains water for the cooling or heating process. This can be accomplished by either of the following:

- 1) Customer must always maintain constant water flow through Rental Equipment until the machine can be disconnected and completely drained.
- 2) Equipment must be disconnected, and completely drained until the time that rental equipment is picked up and removed from site.

Certain equipment in the Trane Rental Services Fleet may require an additional winterization process upon completion of the rental term. If applicable, please use a budget price of NTE \$1,000.00 for this winterization process for each affected piece of equipment.

"Customer assumes the risk of any freeze damage should either of these procedures not be followed."



Date: 7/7/2025

Minimum Rental : 7 Days
Monthly Rental Period: 28 Days

Other Charges

Additional Charges:

Description	Quantity	Price Each	Periodic	Total
Roundtrip Freight	1	\$ 4,400.00	One-time	\$ 4,400.00

Additional One-time Charge Total: \$ 4,400.00

Additional Recurring Charge Total: \$ 0.00

First Month Total: \$ 19,952.00

Recurring Month Total: \$ 15,552.00

Quote is valid for 30 days --- See Trane Terms and Conditions
Proposal Total is subject to change based on actual duration



Date: 7/7/2025
 Minimum Rental : 7 Days
 Monthly Rental Period: 28 Days

Salesperson: Gibson, Colby
 Office: AUGUSTA
 Quote #: P134064

Colby.Gibson@transtechnologies.com

Proposal Acceptance: Diamond Lakes

To accept Proposal, please complete, sign and return this page to the Trane Salesperson listed above. Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Customer:
 Diamond Lakes

Customer Contact:
 Name:
 Phone:
 Email:
 Customer PO#:

Yes / No	Tax Exempt
If exempt please submit tax exemption certificate with your signed proposal or purchasing documents, keep your original on file in the office. You will be charged tax if a valid exemption certificate is not on file before equipment, parts or services are provided.	

Yes / No	Rental Protection
Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism and accidental damages. Coverage price is calculated at 12% of the total recurring equipment charges and, if selected will be added to this order. A \$ 2,500 deductible that will apply to each claim. Full details of the Rental Protection Program are included the Rental Protection Terms Summary of this Rental Agreement.	
Recurring Period Rental Proposal Protection Price: \$ 1,868.00 Replacement Cost (Insurance Value): \$ 342,068.00	

Site Address:

Site Contact:
 Name:
 Phone:
 Alt Site Contact:
 Phone:

Customer PO #:

Signature:

Date:

Printed Name:

Date:

Diamond Lakes Park
Proposal ID: 8293474



Trane U.S. Inc.
125 Macon West Drive
Macon, GA 31210
Phone: (912) 743-5429

July 01, 2025

Augusta-richmond Cnty
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090

Site Address:
Diamond Lakes Park
103 Diamond Lakes Way
Hephzibah, GA 30815

ATTENTION:

PROJECT NAME: Diamond Lakes Park Chiller Comp Replacement

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	Trane		U15G02619	

SCOPE OF SERVICE

Decommissioning the Existing Compressor:

- Safely shut down the RTAC chiller and isolate the compressor from the system.
- Recover and properly store or dispose of the refrigerant from the existing compressor.
- Disconnect all electrical, mechanical, and refrigerant connections from the existing compressor.
- Provide Crane to lift and carefully remove the existing compressor from the chiller unit.

Installation of New Compressor:

- Provide Crane to lift and carefully install new compressor into unit.
- Reconnect all electrical, mechanical, and refrigerant lines to the new compressor, ensuring all connections are secure and leak-free.
- Clean Condenser coils while the unit is shut down.

Testing and Commissioning:

- Perform initial testing to verify the proper installation and operation of the new compressor.
- Charge the system with 215lbs of new R-134A refrigerant.
- Conduct comprehensive performance testing to ensure the new compressor operates efficiently and meets the required specifications.
- Provide detailed documentation regarding the replacement of the compressor.
- Clean up the work area and ensure all tools, equipment, and materials are properly stored or disposed of.
- Dispose of the old compressor and any waste materials in accordance with environmental regulations and best practices.

Diamond Lakes Park
Proposal ID: 8293474

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$84,330.00 USD

CLARIFICATIONS

1. Any service not listed is not included.
2. This quote includes new R-134a for flat circuit.
3. Temporary chiller is not included in this project. Quote provided separately.
4. Work will be performed during normal Trane business hours.
5. This proposal is valid for 30 days from July 01, 2025.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Chris Gleiter

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Ron Lampton

Printed Name

Director Central Services

Title

Purchase Order

Acceptance Date

Trane's License Number:

Myana Mahadi

From: Scarlet Green
Sent: Thursday, October 9, 2025 9:59 AM
To: Myana Mahadi
Cc: Katie Cornelius; Maria Rivera-Rivera; Horace Green
Subject: FW: Diamond Lakes Chiller Compressor Replacement
Attachments: Diamond Rental Chiller Installation.pdf; Diaomond Chiller Rental.pdf; Diamond Chiller Compressor.pdf; [EXTERNAL] 3RD PO REQUEST 25-11559255 DIAMOND LAKES PARK CHILLER FOR GYM AND LIBRARY NOT

Hey Mya,

Please prepare documents and charge to the account numbers below. This will be just like the one previously sent but only one vendor. Please place documents on my desk for review.

Thanks,
Scarlet

Scarlet Green | Business Analyst
 Augusta - Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Thursday, October 9, 2025 9:51 AM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Horace Green <hgreen@augustaga.gov>; Alphonza Williams <AWilliams5@augustaga.gov>; Tameka Williams <tdwilliams@augustaga.gov>; Emanuel Mitchell <mitchelle@arcpls.org>; Katie Cornelius <KCornelius@augustaga.gov>
Subject: RE: Diamond Lakes Chiller Compressor Replacement

As requested

GL 330-05-1120/5421110
 JL 225058139/5421110

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



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AED:104.1



Administrative Services Committee

Meeting Date: Tuesday, October 28, 2025

Emergency – Coroner’s Office Hot and Cold-Water Supply Replacement

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Receive as information the emergency request for the replacement of the hot and cold-water supply at the Coroner’s Office in the amount of \$47,595.00 by Avrett Plumbing.
Background:	Leaks were found present within the Coroner’s Office facility. Following an assessment by Avrett Plumbing, it was found that the hot and cold-water supply to the existing water heater and fixtures in three restrooms, breakroom, exam room and one shower would require replacement. Avrett Plumbing was deemed qualified to make the necessary replacements to correct this situation.
Analysis:	Avrett Plumbing is performing the corresponding work.
Financial Impact:	\$47,595.00; SPLOST VIII GL: 330-05-1120/54.13120 JL: 225-05-1138/54.13120
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the replacement of the hot and cold-water supply at the Coroner’s Office in the amount of \$47,595.00 by Avrett Plumbing.
Funds are available in the following accounts:	\$47,595.00; SPLOST VIII GL: 330-05-1120/54.13120 JL: 225-05-1138/54.13120



Central Services Department

Horace Green, Director
Maria Rivera-Rivera

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Andy Penick, Director, Procurement Department 

FROM: Horace Green, Director, Central Services Department 

DATE: October 9, 2025

SUBJECT: Emergency Memo – Coroner’s Office MRI Remediation (Hot and Cold Water Supply)

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Coroner’s Office relating to the hot and cold water supply.

Due to high levels of moisture and visible staining within the facility, an air sampling was conducted which resulted in active mold growth. Several areas such as HVAC roof top unit to include ducts/vents, interior dry walls, ceiling tiles, and exterior walls, required further assessment and corrective/remediation work. In order to correct the situation, PuroClean was contacted to perform the remediation.

During the remediation/restoration process, leaks were observed within the facility. Following an assessment by Avrett Plumbing, it was found that the hot and cold-water supply to the existing water heater and fixtures in three restrooms, breakroom, exam room and one shower would require replacement. Avrett Plumbing was deemed qualified to make the necessary replacements to correct this situation.

Please process a purchase order to Avrett Plumbing in the amount of \$47,595.00 for the needed corrections.

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

HG/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

DEPARTMENT NAME: Central Services Department
 DEPARTMENT NUMBER: SPLOST VII, See Below
 DEPARTMENT HEAD: 

REQUISITION:
 REQUISITION DATE: 10/9/25
 PURCHASE ORDER NUMBER:
 PURCHASE ORDER DATE:

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
The Avrett Plumbing Services							
706-796-0200							
QUOTED BY		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	CORONERS OFFICE - REPLACE THE EXISTING DOMESTIC HOT AND COLD WATER SUPPLY TO THE EXISTING WATER HEATER AND THE FIXTURES IN THREE RESTROOMS, BREAKROOM, EXAM ROOM, AND ONE SHOWER.	1	\$ 47,595.00	\$ 47,595.00			
2							
3							
4	The Coroners Office 8th Street						
5	Proposal September 30th, 2025						
6	Funding is available in the following accounts:						
7	GL- 330-05-1120 / 5413120						
8	JL - 225051138 / 5413120						
9							
10							
11							
12							
13							
14							
TOTAL BID			\$	47,595.00			
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



PROPOSAL

September 30, 2025

City of Augusta
Central Services Department
2760 Peach Orchard Road, Bldg. B.
Augusta GA 30906
Attn: E. Bing
ebing@augustaga.gov

Scope of Work:

The Avrett Company, Inc. will mobilize all necessary equipment, material, and labor to The Coroner's Office located at 912 8th Street in Augusta to replace the existing domestic hot and cold-water supply to the existing water heater and the fixtures in three (3) restrooms, breakroom, exam room, and including one (1) shower.

The Avrett Company, Inc. will:

- Remove all abandoned water lines not in use; cap off any existing piping in walls not in use
- New piping will be insulated with fiberglass
- Install new dual-check backflow device at meter
- Replace the existing cold-water piping from access point (meter) to the water heater and expansion tank located inside the mechanical room
- Install three (3) exterior hose bibbs on side and rear of building
- Replace the existing hot water supply piping to each fixture requiring hot water
- The Avrett Company, Inc. will process permits and schedule inspections.
- Check for proper operation

Cost: \$ 47,595



THE AVRETT CO.
PROFESSIONAL PLUMBING SERVICES

Exclusions:

The Avrett Company, Inc. is not responsible for any repairs due to unforeseen circumstances that are outside the scope of work. Any additional repairs are to be communicated and quoted at that time. The Avrett Company, Inc. is not responsible for any conditions known or unknown that impedes that completion of the above stated Scope of Work. The Avrett Company, Inc. is not responsible for damage to and/or replacement of including but not limited to any concrete, landscape, existing fixtures, sheetrock, underground utilities, etc.

General Terms and Conditions:

- I. **General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by The Avrett Company, Inc. for the Customer.
- II. **Terms:** The balance will be due net 30 upon completion of the project with restriction or retainage. Interest will be charged at the rate of 1 ½% per month – 18% per year on all balances over 30 days. The customer agrees to pay all attorney's fees, costs and expenses and all court related expenses and costs associated with any effort to collect amounts due under this Agreement.
- III. **Labor:** All labor is figured on straight time.
- IV. **Site Conditions:** Unless specifically addressed above, this proposal does not include repair to any area other than the specified site.
- V. **Change Orders:** Any alteration or deviation from above specification involving extra costs will be communicated to the owner through a written change order. Change orders will be executed without signed / authorized approval from the owner or designee.
- VI. **Insurance:** Workman's Compensation and Public Liability on the above work shall be carried by The Avrett Company, Inc.
- VII. **Indemnification:** The Customer and The Avrett Company, Inc. will each indemnify the other for liability, loss and expenses incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relation fault. The customer will also indemnify The Avrett Company, Inc. for liability, loss and expense resulting from the Contractor's services if the Contractor is acting at the direction or instruction of the Customer or where the primary cause of damages is due to information provided by the Customer. The Customer agrees to waive all



THE AVRETT^{CO}
PROFESSIONAL PLUMBING SERVICES

- rights of subrogation against The Avrett Company, Inc. arising out of work in this Agreement.
- VIII. **Pre-Existing Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by backup of sewers) where the primary cause of claim or damage is pre-existing conditions including faulty, inadequate, or defective design, construction, maintenance, or repair of property, or contamination of the subsurface where the condition existed prior to the start of The Avrett Company, Inc.'s work.
- IX. **Site Conditions:** Unless specifically addressed above, this proposal does not include repair to any area other than the specified site.
- X. **Change Orders:** Any alteration or deviation from above specification involving extra costs will be communicated to the owner through a written change order. Change orders will be executed without signed / authorized approval from the owner or designee.
- XI. **Insurance:** Workman's Compensation and Public Liability on the above work shall be carried by The Avrett Company, Inc.
- XII. **Indemnification:** The Customer and The Avrett Company, Inc. will each indemnify the other for liability, loss and expenses incurred by the other party

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____ (print name, title)

Signature: _____

Date: _____

Scarlet Green

From: Timothy Schroer
Sent: Thursday, October 9, 2025 9:15 AM
To: Scarlet Green
Cc: Maria Rivera-Rivera; Katie Cornelius; Myana Mahadi; Horace Green
Subject: RE: [EXTERNAL] Coroner's Office

As requested,

GL 330-05-1120 / 5413120

JL 225051138 / 5413120

Ledger: JL
 Report Date: 10/09/2025

JL Budgets and Actuals with Encumbrances

Fiscal Year: 2
 Fiscal Period:
 Budget Version: 1

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Bal</u>
225051138	Coroners office MRI Remediation				
5413120	Building Renovations	120,450.00	0.00	0.00	120,4
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	120,450.00	0.00	0.00	120,4
	Net:	-120,450.00	0.00	0.00	-120,4
	Grand Total (RV & TI):	0.00	0.00	0.00	
	Grand Total (XP & TO):	120,450.00	0.00	0.00	120,4
	Net:	-120,450.00	0.00	0.00	-120,4

Timothy E. Schroer, CPA, CGMA 
 Interim Finance Director
 Augusta Richmond County Georgia

| 535 Telfair St., Suite 800 | Augusta, GA 30901 | www.augustaga.gov
 | tschroer@augustaga.gov | Office: 706.821.1741 | Mobile: 706.840.6226 | Fax: 706.821.2520

Katie Cornelius

From: Mark Bowen
Sent: Thursday, August 28, 2025 4:26 PM
To: Maria Rivera-Rivera
Subject: FW: Emergency Request - Coroner's Office MRI Remediation

Follow Up Flag: Follow up
Flag Status: Flagged

From: Tameka Allen <Allen@augustaga.gov>
Sent: Thursday, August 28, 2025 4:24 PM
To: Mark Bowen <mbowen@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: RE: Emergency Request - Coroner's Office MRI Remediation

Good afternoon,

Central Services and Procurement, please provide me with a path forward based on the information provided by Mr. Bowen.

Tameka

Tameka Allen, MBA | Administrator

Augusta, GA Government

535 Telfair St, Suite 910 | Augusta, GA 30901

Office (706) 821-2400 | Fax (706) 821-2819

Email allen@augustaga.gov | www.augustaga.gov

From: Mark Bowen <mbowen@augustaga.gov>
Sent: Thursday, August 28, 2025 4:15 PM
To: Tameka Allen <Allen@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: FW: Emergency Request - Coroner's Office MRI Remediation
Importance: High

Good afternoon,

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of a health and safety related emergency at the Richmond County Coroner's Office.

Due to high levels of moisture and visible staining within the facility, an air sampling was conducted which resulted in active mold growth. Several areas such as HVAC roof top unit to include ducts/vents, interior dry walls, ceiling tiles, and exterior walls, require further assessment and corrective/remediation work. It is of utmost

importance that the corrections/remediation take place to prevent further health and safety risk to both citizens and staff that utilize this facility.

We are requesting approval to proceed with Trane to provide the service required on the HVAC roof top unit, and approval to have a remediation company provide the required services.

Coroner Mark Bowen

Richmond County Coroner's Office

912 8th Street

Augusta, Ga. 30901

Office: 706-821-2382

Direct: 706-821-1438

Cell: 706-836-5857



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

2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera
Sent: Thursday, September 25, 2025 2:47 PM
To: Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Myana Mahadi <msmahadi@augustaga.gov>
Cc: Horace Green <hgreen@augustaga.gov>; Eric Bing <EBing@augustaga.gov>; Mark Bowen <mbowen@augustaga.gov>
Subject: FW: [EXTERNAL] Coroner's Office

Good afternoon,

Please proceed to request the emergency purchase order related to the Coroner's Office remediation.

These are the proposals received:

- Augusta Chillers - \$19,640.00
- PuroClean (Remediation phase only)- \$32,699.75

Awaiting proposals from:

- Avrett Plumbing (water pipe leaks and pressure testing)
- PuroClean (reconstruction and building envelope)

Regards,
 Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Augusta Chiller Service <augusta_chiller@yahoo.com>
Sent: Tuesday, September 23, 2025 4:22 PM



Administrative Services Committee Meeting

October 28, 2025

Commission Rules of Procedure

Department:	N/A
Presenter:	N/A
Caption:	Mr. Lawrence Brannen regarding Commission Rules of Procedure Section 1.10.02(a) and 1.10.06 of Article 1, Chapter 2 Title 1 of the Augusta Code of Ordinance be fully defined and a policy be created.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

☐ Commission	Date of Meeting _____
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☒ Administrative Services Committee	Date of Meeting <u>10-28-2025</u>
☐ Engineering Services Committee	Date of Meeting _____
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Justice-Impacted Reformation Society Inc.
 Address: 445 Fenwick Street, Augusta, GA 30906
 Telephone Number: 706-524-6786
 Fax Number: _____
 E-Mail Address: lawbrannen32@outlook.com

Caption/Topic of Discussion to be placed on the Agenda:

Request Admin Services and Intern that Sections 1.10.02(a)
and 1.10.06 of Article 1, Chapter 2, Title 1 of the Augusta-Richmond
County Code of Ordinances be fully defined, and that a policy be
created.

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: lbonner@augustaga.gov
nmcfarley@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.

Subject to the limitations provided for herein, speakers will be allowed to appear before the Commission at the public comment session prior to the regular agenda with each speaker allotted a maximum of five (5) minutes for their presentation.

- 1.10.02(a) Persons seeking to complain about the performance or lack thereof of an employee of Augusta, Georgia shall submit such requests to the Administrator for resolution. Such requests for public comment will not be heard by the Commission or any committee.
- 1.10.02(b) Persons or businesses seeking to do business with Augusta, Georgia shall submit such requests to the Administrator for consideration in accordance with the requirements of the Procurement Code. Requests to make presentations for products or services will not be heard by the Commission or any committee except as permitted by the Procurement Code.
- 1.10.03 Each speaker must submit a request in writing, including his/her address, which will state the topic of discussion, to the Clerk's office no later than 9:00 a.m. on the Thursday preceding the next regularly scheduled Commission.
- 1.10.04 An extension of the five (5) minute limit per person may be granted upon the affirmative vote of six (6) members of the Commission.
- 1.10.05 If deemed advisable by the Chairman- Mayor, a written response to a speaker may be provided by the appropriate County staff within thirty (30) days. The Commission may respond verbally at the completion of any speaker's presentation.
- 1.10.06 After each individual speaker's remarks have concluded, the Chairman Mayor may, but shall not be required to, briefly respond, either personally or through another member of the Commission whom the Chairman-Mayor shall designate. In addition, when a request for special action or a grievance has been heard the matter will be referred to the Administrator (or his/her designee) who will prepare a response to the matter. If necessary, action on the matter for consideration of the Commission will be placed on the agenda for the second regular meeting following the date of the comment.
- 1.10.07 No speaker will be allowed to return on public comment on the same issue within a period of ninety (90) days; however a sneaker may return on another issue following the policy and procedure.
- 1.10.08 All speakers, other than salaried members of the Augusta, Georgia staff, shall address the Commission in the following manner:
- 1.10.08(a) Stating name and address (address is required only if individual has not previously provided address to Clerk).
- 1.10.08(b) Stating whether he/she is speaking for himself/herself or for another;



Administrative Services Committee

Meeting Date: October 14, 2025

Motion to Reject Unsolicited Proposal #25-000 Revitalization of Vernon Forrest Park

Department:	Procurement / Recreation and Parks
Presenter:	Andy Penick / Tameka Williams
Caption:	Motion to reject the unsolicited proposal for the revitalization of Vernon Forrest Park (25-000)
Background:	Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals. The deadline for the unsolicited proposal was March 31, 2025. Augusta received an unsolicited proposal from Turn Back the Block / Ashley Brown for the revitalization of Vernon Forrest Park located in Harrisburg Community. Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal. The proposal was reviewed by an evaluation committee, including representatives from Recreation and Parks, Housing and Community Development Department, Planning and Development Department, Finance and the Administrator's Office. After a thorough review, the evaluation committee recommends rejecting the proposal.
Analysis:	After careful evaluation of the unsolicited proposal for revitalization of Vernon Forrest Park, it is recommended that the proposal be denied. The recommendations are based on several factors outlined below. Funding Source: The recommended funding source is probable and no definite funding is identified and secured. Municipal funding has not been allocated for this location to contribute. Site Design: The proposal does not show true concept design of Vernon Forrest Park. Maintenance: A long-term plan for the implementation of site maintenance and what future funding be available from Augusta-Richmond County. In light of the above considerations, it is recommended that the unsolicited proposal revitalization of Vernon Forrest Park be denied.
Financial Impact:	The proposed cost is estimated between \$242,000 - \$378,000. Augusta currently does not have a specific renovation project designated for Vernon Forrest Park. Accepting the proposal could result in significant financial strain on Augusta. The proposer did include the University of Georgia's Archway Partnership as a partner. They have stated that the University Georgia's Archway Partnership has demonstrated a history of securing substantial public and private funding to support community driven project through state and federal grants. Additional funding sources were listed as local

government funding from the current budget, SPLOST and or municipal bonds, private nonprofit partnerships and community fundraiser.

Item 6.

Alternatives: N/A

Recommendation: Reject the unsolicited proposal. It is recommended that the unsolicited proposal for the Revitalization of Vernon Forrest Park be denied.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Unsolicited proposals for qualifying projects will be received by Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Darrell White, Interim Director
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street – Suite 605
Augusta, Georgia 30901

Please submit six (6) copies: Five (5) bound and One (1) unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposal will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”). Proposals should be prepared simply and economically, providing a concise description of the proposer’s capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

Note: “**Unsolicited Proposal**” means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

Process and procedures concerning unsolicited proposals can be found:

www.augustaga.gov/unsolicitedproposal

Publish:

Augusta Chronicle: October 31, November 6, 14, 21, 28, December 5, 2024

Metro Courier: October 31, 2024

 RFPUP 25-000 Unsolicited Proposal for Augusta, GA Procurement Department RFPIP Opening: April 1, 2025 @ 10:00 a.m.			
VENDORS	Processing Fee	Original 1	Copies 5
Creative Outdoor Advertising 8875 Hidden River Parkway, Suite 300 Tampa, FL 33637	No	Yes	Yes
Turn Back the Block P.O. Box 3366 Augusta, GA 30914	No	Yes	Yes
Dink'd Pickleball and T&T Developers, LLC 1024 Peninsula Xing Evans, GA 30809	Yes	Yes	Yes



Unsolicited Proposal Evaluation Form 25-000 Strategic Committee Review

Unsolicited Proposal Number: UP# 25-000

Project Name: Revitalization of Vernon Forrest Park Located in Harrisburg

Date of Evaluation: 5/29/2025 Recommendation Date to Committee: 10/2/25

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed.

Evaluation Criteria	Scoring Range 1 - 5
1. Does the proposal strategically align with current Government policy and objectives? 1 = Weak / 5 = Strong	4.0
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) 1 = No benefits; 5 = High benefits	2.3
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) 1 = High impact; 5 = No impact	3.0
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? 1 = No revenues; 5 = Substantial revenues	1.3
5. Does the Committee believe that the proposal will likely have an impact on the community? 1 = Negative impact; 5 = Positive impact	4.5
6. Does the Committee believe that the proposal will likely have an impact on the environment? 1 = Negative impact; 5 = Positive impact	3.8
7. Are the risks associated with the proposal acceptable to Government? 1 = Not acceptable; 5 = Acceptable?	3.0
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? 1 = Not achievable; 5 = Achievable	3.0
9. Intuitively, does the Committee believe that the proposal may be viable but lack adequate information to make a decision? 1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required	2.8
10. Does this proposal represent a value proposition that the Government should consider? 1 = No; 5 = Yes	3.3
Total	30.8
Recommendation to Accept or Reject	Reject

Additional Reason for Acceptance / Rejection: Currently, there is no funding available to put towards this project.

Funding Source: The recommended funding source is probable and no definite funding is identified and secured.

Municipal funding has not been allocated for this location to contribute.

Site Design: ☒ The proposal does not show true concept design of Vernon Forest Park.

Maintenance: ☒ A long-term plan for the implementation of site maintenance and what future funding be available from Augusta-Richmond County.

Is additional information needed from Proponent: No

Evaluation Committee Number: ___ Cumulative _____ **DATE:** ___10/2/25_____

Procurement Review: ___Nancy Williams_____ **DATE:** ___10/2/25_____

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Tameka D. Williams, CPRP, CYSA, Director-Recreation & Parks

DATE: October 2, 2025

RE: 25-000 Unsolicited Proposal: Revitalization of Vernon Forrest Park

After careful evaluation of the unsolicited proposal for revitalization of Vernon Forrest Park, it is recommended that the proposal be denied. The recommendations are based on several factors outlined below.

Funding Source: The recommended funding source is probable and no definite funding is identified and secured. Municipal funding has not been allocated for this location to contribute.

Site Design: The proposal does not show true concept design of Vernon Forest Park.

Maintenance: A long-term plan for the implementation of site maintenance and what future funding be available from Augusta-Richmond County.

In light of the above considerations, it is recommended that the unsolicited proposal revitalization of Vernon Forrest Park be denied. The Committee recommends that Augusta should adhere to the decision unless further information is needed to overturn decision.

Description of Project:

Turn Back the Block has partnered with the University of Georgia Connected Resilient Communities program, facilitated by the Archway Partnership, to advance housing and neighborhood revitalization efforts in Harrisburg. This collaboration brings together Turn Back the Block's established, community-driven approach to homeownership with UGA CRC's expertise in resilience-building, research, and resource development. As a participant in the CRC program, Turn Back the Block will engage with UGA faculty, students, and technical experts to implement three targeted resilience-building projects over the next 12-18 months.

One proposed project is the revitalization of a park in Harrisburg. The park is in the heart of the community and provides recreational activities for community members. However, these amenities are in need of repair and repurpose, and thus the CRC program has connected Turn Back the Block with a UGA College of Environment and Design student to re-conceptualize the park for the community to better the quality of life for citizens in the area. Turn Back the Block, the city of Augusta, and UGA will work collaboratively to engage community members to ensure the park is enhanced and maintained to meet the needs and interests of community members. This effort aims to enhance the park's functionality, improve quality of life for residents, and create a more inviting and accessible space for the community.

Financing Plan

The University of Georgia's Archway Partnership™ has a demonstrated history of securing substantial public and private funding to support community-driven projects. Through strategic partnerships and targeted grant initiatives, the program has successfully leveraged its expertise to attract financial support for local revitalization efforts.

Many Archway partners have utilized project concepts, technical research, and design renderings developed through the program as key components of grant proposals. This approach has proven highly effective in securing significant financial assistance from federal, state, and philanthropic sources, enabling communities to implement transformative projects with lasting impact.

Additionally, the Archway Partnership™ has cultivated strong relationships with private donors, whose contributions have played a crucial role in both community project implementation and the expansion of the program's proven community resilience model. Celebrating its 20th anniversary this year, Archway and UGA's innovative approach to community engagement have won a number of national awards and garnered a return on investment of more than \$7.6 million for Georgia communities last year. This track record positions Turn Back the Block to benefit from similar funding opportunities, ensuring that the partnership with UGA CRC not only enhances project development but also strengthens the financial sustainability of revitalization efforts in Harrisburg.

Vernon Forest Park: Preliminary Proposal
*Prepared for Augusta-Richmond County Planning Department
(Parcel ID #0351083000)*

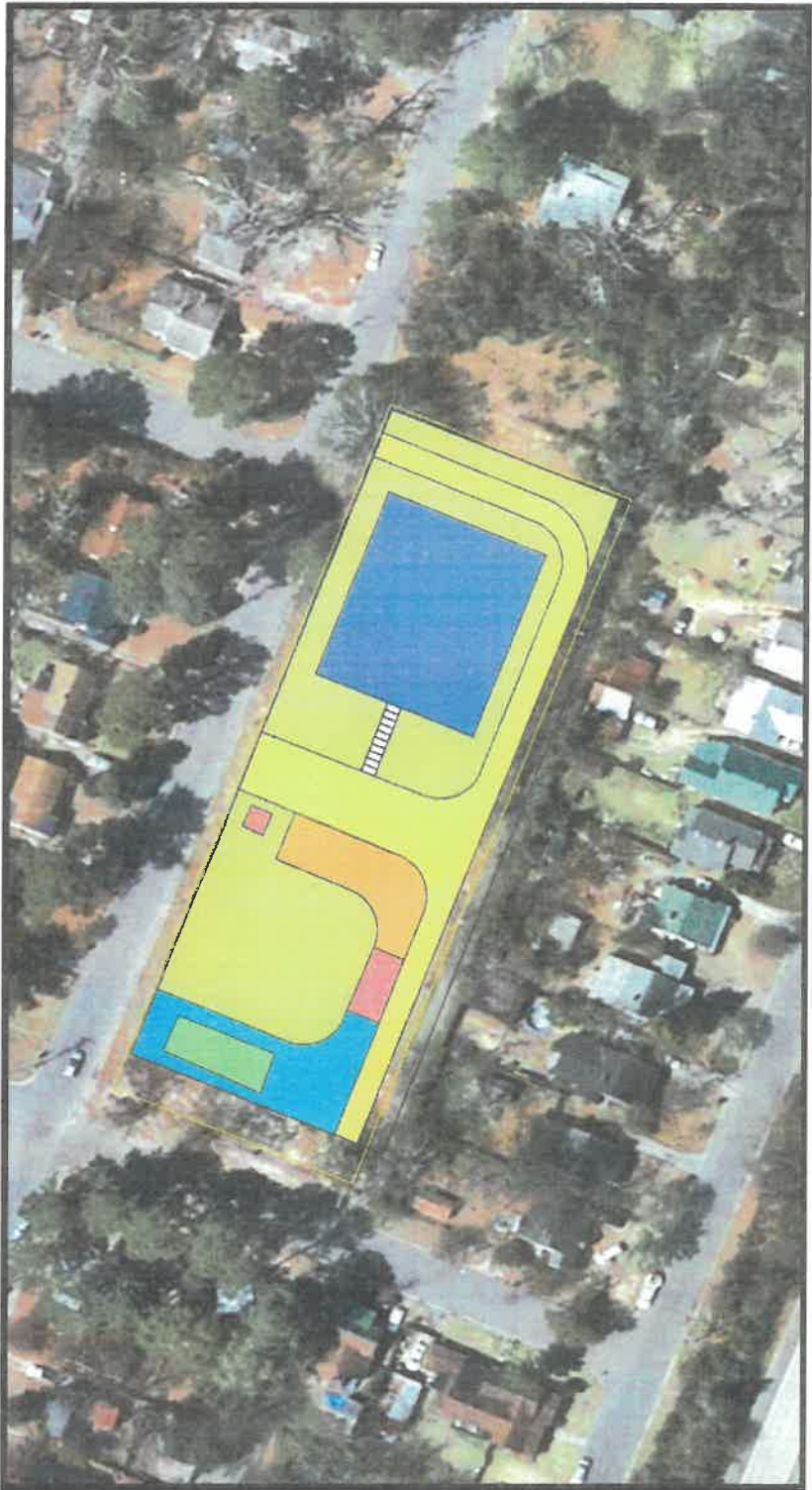
I. Introduction and Purpose

This document presents two preliminary concept plans for the development of Vernon Forest Park in Augusta, Georgia. Both concepts focus on providing:

- Diverse Recreation: Courts, open lawns, and walking trails
- Community Engagement: Gathering areas, gardens, volunteer opportunities
- Sustainability: Use of native plants, erosion control measures, compliance with local ordinances

The site, under Parcel ID #0351083000, appears zoned for public/park use.¹ Each concept is designed to meet standards set forth in the Augusta Code of Ordinances, relevant state and federal regulations, and local stakeholder input.

II. Concept Plans



LEGEND

- Accessible Spaces
- Existing Park Structure
- Open Space
- Carousing Space
- Garden Space
- Multi-Surface Space
- Shade Structure

VERNON FOREST PARK
PRELIMINARY CONCEPT PLAN #1
Drafted by: Jabari A.S Lottie

A. Concept Plan #1

1. Perimeter Walkway (Yellow): An accessible loop path for walking/jogging.
2. Existing Structure (Orange): Retrofitted as a small event or storage facility.
3. Open Lawn (Green): Flexible turf area for recreation or community events.
4. Garden Area (Light Green): Community Garden plots with potential educational programming.
5. Gathering Space (Blue): Hardscaped event zone for concerts, markets, or gatherings.
6. Multi-Purpose Space (Purple): Large rectangle for sports courts or playgrounds.
7. Shade Structures (Pink): Small pavilions or canopies around high-traffic areas.



LEGEND

- Accessible Spaces
- Existing Park Structure
- Open Space
- Shedding Space
- Garden Space
- Wild Playzone Space
- Shade Structures

VERNON FOREST PARK
PRELIMINARY CONCEPT PLAN #2
Drafted by: Jabari A.S Lottie

B. Concept Plan #2

1. Open Lawn (Green): Large continuous green space for informal activities.
2. Multipurpose Zone (Purple): Flexible sports or communal recreation area.
3. Accessible Spaces (Yellow): Network of ADA-compliant walkways.
4. Gathering Space (Blue): Plaza or pavilion designed for group events.
5. Existing Park Structure (Orange): Possible restrooms, storage, or meeting rooms.
6. Shade Structures (Pink): Pavilions or canopies near seating areas.

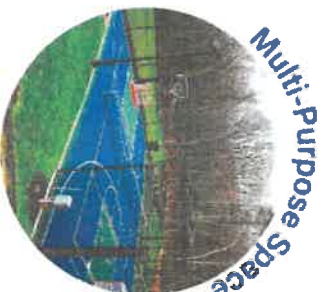
(A community garden could be introduced in a portion of the open lawn if there is sufficient demand and suitable soil conditions.)

VERNON FOREST PARK

PRELIMINARY CONCEPT FEATURE

EXAMPLES

Drafted by: Jabari A.S. Lottie



III. Feasibility Analysis

A. Suitability

- **Zoning & Land Use:** Preliminary zoning checks confirm an allowable park or recreational designation under Augusta Code of Ordinances, Title 8.² In both concepts, major features (courts, gardens, pavilions) are consistent with public park usage.
- **Topography & Soils:** The site has mild slopes conducive to walking trails and multipurpose courts with minimal grading. Soil tests and geotechnical surveys may be required for structural footings and to ensure proper drainage for garden plots.
- **Accessibility & Infrastructure:** Proximity to existing roads and utilities (water, sewer, electricity) supports feasible development. The existing structure can be updated to code for public use.³
- **Environmental Requirements:** Stormwater management will follow Augusta Code Title 5, Chapter 2, as well as the Georgia Erosion and Sedimentation Act.⁴⁵ Where possible, green infrastructure (like rain gardens or bioswales) will be employed.
- **Community Support:** Public feedback sessions and stakeholder surveys are essential to confirm program elements. Past projects in Augusta indicate strong community enthusiasm for green spaces and gardens. Partnerships with local organizations can further improve feasibility.

B. Financial and Operational Feasibility

- **Funding Sources:** Potential avenues include municipal bonds, parks & recreation grants, philanthropic contributions, corporate sponsorships, and fundraising events.
- **Operational Costs:** Post-construction, the park will require routine maintenance (mowing, plant care, cleaning, lighting). Partnerships with local nonprofits or “Adopt-a-Plot” garden initiatives can offset some operational costs.
- **Permitting Path:** Coordinated review among the Augusta-Richmond County Planning Commission, local building officials, and state-level environmental agencies is anticipated. A consolidated permit package typically lowers overhead costs and speeds up approvals.

IV. Timeline for Implementation

Below is a comprehensive schedule, illustrating major milestones and activities for both Concept Plan #1 and Concept Plan #2. Actual durations can vary based on funding availability, permit processing, and weather.

1. **Phase 1: Pre-Design & Community Engagement (Months 1–2)**
 - Conduct detailed site surveys (topographic, environmental).
 - Host public meetings to gather input on key features (sports courts, gardens, event space).

- Refine project goals based on community feedback.
- 2. Phase 2: Design Development & Permitting (Months 3–6)
 - Finalize schematic designs for the chosen concept (or a hybrid).
 - Prepare and submit permit applications (zoning clearances, building permits, stormwater).
 - Commission geotechnical studies to inform foundation design for buildings and courts.
- 3. Phase 3: Construction Documentation & Bidding (Months 7–9)
 - Complete construction drawings (architectural, civil, landscape, mechanical/electrical if needed).
 - Compile bid packages and advertise for qualified contractors.
 - Evaluate contractor bids, secure final funding commitments.
- 4. Phase 4: Site Preparation & Early Construction (Months 10–13)
 - Demolition/Clearing: Remove any debris or unsuitable materials.
 - Earthwork & Grading: Level areas for multipurpose courts, walkways, and lawns; install erosion controls.
 - Utility Infrastructure: Update water/sewer lines; ensure electrical access for lighting and structures.
- 5. Phase 5: Core Construction (Months 14–18)
 - Paving & Hardscapes: Install perimeter trails, event plazas, and sports courts.
 - Building Upgrades: Retrofit the existing structure; construct new shade pavilions.
 - Initial Landscaping: Begin planting trees and large shrubs; prepare garden areas if relevant.
- 6. Phase 6: Final Landscaping & Amenities (Months 19–21)
 - Garden Plots & Irrigation: Build raised beds, test irrigation lines, add soil amendments.
 - Furniture & Lighting: Place benches, trash receptacles, and wayfinding signs; install lighting fixtures.
 - Safety & Code Inspections: Ensure compliance with building codes and ADA requirements.
- 7. Phase 7: Opening & Programming (Month 22+)
 - Final Walkthrough: Conduct final inspections with Augusta Planning & Building departments.
 - Community Launch: Plan a ribbon-cutting event; invite local officials, partners, and residents.
 - Ongoing Maintenance: Transition to routine operations, guided by a detailed maintenance manual and staff/volunteer training.

V. Expanded Budget Overview

Below are detailed estimates for both concepts, incorporating potential variations. Values reference data from RSMeans and publicly available information on similar park developments in Georgia.⁶

A. Cost Breakdown (Applies to Both Concepts)

Category	Estimated Range	Notes
1. Pre-Design & Permits	\$10,000 – \$20,000	Surveys, initial architectural/engineering fees, community outreach
2. Design & Engineering	\$30,000 – \$50,000	Construction drawings, stormwater plans, geotechnical studies
3. Site Preparation & Utilities	\$50,000 – \$70,000	Grading, clearing, basic erosion controls, hooking into water/sewer/power
4. Hardscapes & Trails	\$35,000 – \$50,000	Paving perimeter paths, event plaza, or sports surfaces (e.g., asphalt or concrete)
5. Structures & Buildings	\$50,000 – \$75,000	Shade pavilions, renovations of existing building, restrooms if included
6. Landscaping & Garden Install	\$25,000 – \$35,000	Trees, shrubs, lawn seeding, raised garden beds, irrigation systems
7. Furnishings & Lighting	\$20,000 – \$30,000	Benches, trash bins, lighting fixtures, signage
8. Contingency (10–15%)	\$22,000 – \$48,000	Covers unforeseen site issues, design changes, or material cost fluctuations
**Totals (Approx.)	\$242,000 – \$378,000	The actual budget depends on final design scope, contractor bids, and materials selected

B. Potential Funding Sources

1. Local Government Funding: Allocations from Augusta Parks & Recreation budget, SPLOST (Special-Purpose Local-Option Sales Tax), or municipal bonds.
2. State/Federal Grants: Possible matching grants through Georgia’s Department of Natural Resources or federal Community Development Block Grants (CDBG).
3. Private & Nonprofit Partnerships: Philanthropic foundations, corporate sponsorships, or local nonprofits (e.g., Master Gardener programs) often support green space improvements.
4. Community Fundraising: Grassroots campaigns, crowdfunding, or “Friends of the Park” events.

VI. Conclusion and Next Steps

By presenting two Preliminary Concept Plans—each with a viable layout, robust feasibility support, and a clear path to compliance with Augusta regulations—this proposal aims to guide Vernon Forest Park’s successful transformation. To advance:

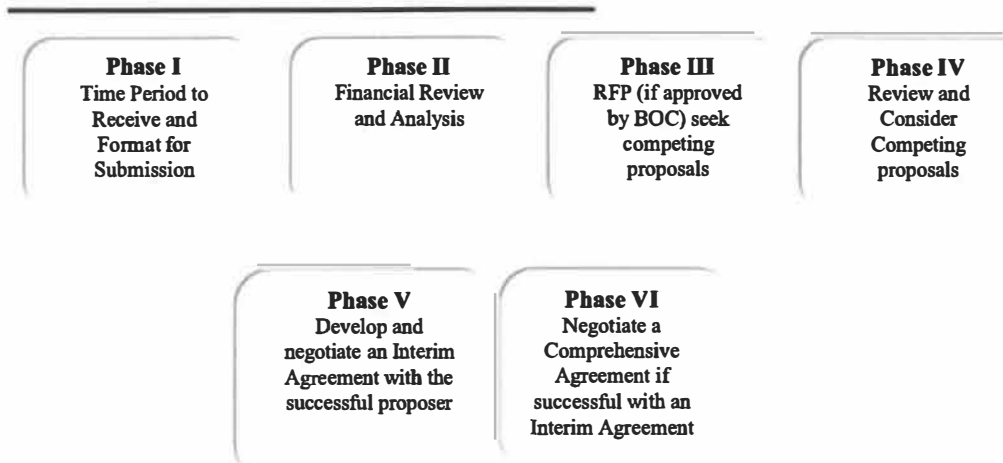
1. Select or Merge a Preferred Concept based on community and stakeholder feedback.
2. Refine Engineering & Seek Final Approvals from the Augusta-Richmond County Planning Commission and relevant state agencies.
3. Secure Funding through a combination of municipal, grant, and private contributions.
4. Begin Construction following the expanded timeline, ensuring each phase meets quality and regulatory standards.

References

1. qPublic. *Richmond County, GA - Report: 0351083000*. Accessed March 23rd, 2025.
2. Augusta Code of Ordinances. *Title 8, Land Development & Zoning*. Accessed March 26, 2025.
3. International Code Council. *International Building Code (IBC) 2018*. Country Club Hills, IL: ICC, 2018.
4. Augusta Code of Ordinances. *Title 5, Stormwater Management and Flood Control*, Chapter 2. Accessed March 26, 2025.
5. Georgia General Assembly. *Georgia Erosion and Sedimentation Act*. O.C.G.A. §12-7-1 et seq.
6. RSMeans. *Building Construction Cost Data*. Norwell, MA: RSMeans, 2025.
7. Lady Bird Johnson Wildflower Center. "Native Plants Database." Accessed March 26, 2025. <https://www.wildflower.org/>
8. U.S. Consumer Product Safety Commission. *Public Playground Safety Handbook*. Washington, DC: CPSC, 2015.



Guidelines and Procedures for Unsolicited Proposals



First Edition: May 2017
Second Edition: August 2, 2017
Third Edition: April 2, 2025

Approved amendment (ordinance) to Augusta, Georgia Procurement Code to include the adoption of Public-Private Partnership (P3) "Unsolicited Proposals". (Approved by Administrative Services Committee July 11, 2017) (Approved by Commission July 18, 2017 – Second Reading).

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DISCLAIMER

The guidelines contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

This information is provided on an “as” needed basis. Updates to these guidelines will be made as needed due to any error found in the documentation or as policy and management dictate.

As with any documentation or guidelines, improvements can and should be made. Any additions, suggestions or comments for improvement are encouraged. This documentation is not meant to be a complete instructional document. The intent is to provide guidelines that, if followed, will result in better quality and consistency plans and documents.

Augusta, Georgia’s Procurement Office perform annual compliance reviews of its PPFIA guidelines and periodically engage in a more comprehensive review of the guidelines and its overall PPFIA process.

Any recommendation for improvement to this documentation is welcome. Any errors found should be brought to the attention of the Procurement Department so corrections can be made. Any additional information or detailed explanation needed to this documentation should be documented and mailed or emailed to:

Darrell White, Interim, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL GUIDELINES MANUAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

E-mail to:

unsolicitedproposal@augustaga.gov

Georgia’s PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is:

<http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



Introduction by the Director

Augusta, Georgia is committed to improving the facilitation of infrastructure, service delivery and private sector investment within Augusta, Georgia. By introducing this policy, Augusta, Georgia is creating a clear pathway for prospective bidders to submit innovative and unique ideas that align with Augusta, Georgia's strategic agenda.

It is important genuine Unsolicited Proposals, which cannot be managed by normal procurement processes, have an alternative process that is both efficient and effective for prospective bidders and Government.

The *Guidelines for Unsolicited Proposals* provides a transparent structure for both proposers and Government to inform themselves with respect to the treatment of Unsolicited Proposals for public infrastructure, service delivery and private sector investment in Augusta, Georgia.

The document's main objective is to provide consistency and clarity to any parties involved in an Unsolicited Proposal submission, both private and public sectors alike, on how submissions are evaluated and tendered in order to meet Augusta, Georgia's principles of ensuring public interest, delivering value for money, and achieving appropriate delivery.

The Guidelines will ensure accountability and fairness are maintained throughout the Government's process of consideration of Unsolicited Proposals, while also maximizing value for money to Augusta, Georgia and staying within Augusta, Georgia's affordability envelope.

For additional information, please visit the following websites:

<http://www.augustaga.gov/unsolicitedproposal>

The PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is: <http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



Overview

Background

Developing a strong and resilient economy in Augusta, Georgia (local government) requires an appropriate level of investment to be maintained for economic infrastructure, such as transport links to allow the movement of resources, communications to support the spread of information and utility networks to provide basic services for businesses and households.

Historically, Augusta, Georgia has relied on traditional procurement methods to deliver capital and service requirements. While traditional approaches work well for simple and low risk infrastructure procurements, they do not always provide the incentives to innovate improve service delivery or realize whole of life value for money outcomes.

Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (hereinafter referred to as “the Act”) on May 5, 2015. The Act allows state and local government entities to partner with private entities on “qualifying projects,” broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act.

The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia.

On July 11, 2017 approved the conceptual model of Public-Private Partnership (P3) and on July 18, 2017 (second reading), the Augusta Commission adopted the model guidelines from the Partnership for Public Facilities and Infrastructure Act of 2015 Guidelines Committee. (A copy of the adopted policy is provided as Attachment A.) The policy addresses submittal requirements, proposal preparation costs, proposal evaluation process, and evaluation fees.

Georgia’s Bill SB59 - Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) Model Guidelines, www.augustaga.gov

Guideline and Procedures – AUGUSTA, GA CODE – Article 7, www.augustaga.gov.



Purpose of the Document

For the purpose of this policy, Augusta, Georgia defines an unsolicited proposal as an approach to Augusta by a Proponent with a proposal not requested by Augusta. The proposal must be a written proposal for a qualifying project that is received by Augusta, Georgia – Consolidated Government and is not in response to any request for proposal for a qualifying project issued by Augusta, Georgia at the published time and placed advertised by Augusta. As anticipated in all phases of these Guidelines (First Edition, March 2017), this Edition follows the commitment to perform a review approximately two years from their initial release.

Augusta, Georgia has defined key strategic and operational priorities for advancing the economic and social needs of Augusta, Georgia.

There may be opportunities for a partnership between Augusta, Georgia and the private sector that may not be at the forefront of Augusta, Georgia's strategic priorities or infrastructure agenda. Similarly, some business activities that would normally be conducted by the private sector may nonetheless require Government support of some form. 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, may also submit Unsolicited Proposals.

The *Guidelines for Unsolicited Proposals* policy document sets out the requirements of the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015, model. It aims to provide consistency and certainty to the market on how Unsolicited Proposals will be assessed against key principles of the Augusta, Georgia in meeting its strategic objectives and providing value for money. The model will also promote standardization and consistency with respect to capital project planning and delivery.



Guidelines

Augusta, Georgia adopted the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) (OCGA §36-91-110 *et seq.*) on July 18, 2017. Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-effective fashion.

In order for a project to come under the PPFIA, it must meet the definition of a “qualifying project.” A “qualifying project” is defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need; provided, however, qualifying projects do not include projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

The following guidelines have been adopted by the governing body of Augusta, Georgia (the “Local Government”) to govern the process for receiving, reviewing and approving unsolicited proposals for qualifying projects. Augusta, Georgia shall not consider any unsolicited proposal that has not been evaluated pursuant to Article 7 of the AUGUSTA, GA CODE.

In the event of any conflict between these guidelines and the PPFIA, the terms of the PPFIA shall control.

Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals.



Figure 1 illustrates the Six-phase process used by Augusta, Georgia.

The Six Phase Process aims to both incentivize the Proposers to submit Unsolicited Proposals, and provide a range of procurement mechanisms to deliver effective outcomes fit-for-purpose to each proposal and Augusta, Georgia.

At any stage, Augusta, Georgia reserves the right to cease its review or consideration of any unsolicited proposal.

Phase I

SEC. 1-10-67 TIME PERIOD FOR RECEIVING UNSOLICITED PROPOSALS AND FORMAT FOR SUBMISSIONS.

- (1) Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

Please submit six (6) copies and one bound and one unbound copy of the proposal.

All questions must be submitted in writing by fax to (706) 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

- (2) Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contacted and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

The format and information to be included in any unsolicited proposal are as follows:

(a) **PROJECT DESCRIPTION**

Required to be included under PPFIA:

- (i) Provide a description of the project, including the location of the project, the conceptual design of such facility, or facilities, and a conceptual plan for the provision of services or technological infrastructure.

Required to be included by Local Government:¹

- (ii) Identify and fully describe the scope of work to be performed by the proposer with enough detail to allow an analysis by Augusta, Georgia.
- (iii) Identify and fully describe any work to be performed by Augusta.
- (iv) Identify any anticipated adverse social, economic, and environmental impacts of the project.
- (v) Identify the projected positive social, economic, and environmental impacts of the project.
- (vi) State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on Augusta's use of the project.

(b) **PROJECT FEASIBILITY STATEMENT**

- (i) A feasibility statement that includes:
 - (A) The method by which the private entity proposes to secure any necessary property interests required for the project;
 - (B) A list of all permits and approvals required for the project from local, state, or federal agencies; and
 - (C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;
- (ii) Provide a list of any contingencies that must occur for the project to be successful.
- (iii) Provide a list of any other assumptions relied on for the project to be successful.
- (iv) Provide information relative to ongoing maintenance and operational costs after the project is completed.

¹ The items listed under the subheading "Required to be included by Local Government" are not required by the PPFIA to be included in a Local Government's Guidelines and may be modified or deleted by the Local Government prior to approval.

(c) PROJECT SCHEDULE

- (i) A schedule for initiation, construction, and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity.
- (ii) A schedule for obtaining all federal, state, and local permits and approvals required for the project.
- (iii) Identify the proposed schedule for strategies or actions to mitigate known impacts of the project.
- (iv) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

(d) PROJECT FINANCING PLAN

- (i) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; and description of user fees, lease payments and other service payments over the term of the proposed comprehensive agreement (as defined in the PPFIA); and a methodology and circumstances for changes to such user fees, lease payments and other service payments over time.
- (ii) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- (iii) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required containing enough detail to allow an analysis by the local government of the financial feasibility of the proposed project. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Identify the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
- (iv) Provide a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- (v) Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the local government's credit or revenue.
- (vi) Identify the amounts and the terms and conditions for any revenue sources.
- (vii) Describe a proposed allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- (viii) Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law. Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

(e) **BUSINESS CASE STATEMENT**

- (i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time data.
- (ii) Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.
- (iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- (iv) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- (v) Specify the strategies or actions to mitigate known impacts of the project.

- (vi) Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Augusta and whether the project is critical to attracting or maintaining competitive industries and businesses to Augusta or the surrounding region.
- (vii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan.
- (viii) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data.

(f) CONTACTS

- (i) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal.
- (ii) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- (iii) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.
- (iv) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- (v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.
- (vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of Georgia and/or Augusta, Georgia conflict of interest laws.

Phase II

SEC. 1-10-68 PROCEDURES FOR THE FINANCIAL REVIEW AND ANALYSIS OF AN UNSOLICITED PROPOSAL.

(1) Upon receipt of an unsolicited proposal, Augusta, Georgia shall:

- (a) Send the proposer an acknowledgement of receipt of the unsolicited proposal and provide that Augusta, Georgia will conduct a review of that proposal and either (a) reject the unsolicited proposal or (b) accept the unsolicited proposal and seek competing bids for the proposed project as required pursuant to the Guidelines and the PPFIA;
- (b) Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals. To assist in the evaluation process, two committees will be established. The first is an **Advisory Committee** consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. (Designees of the Administrator, Procurement, Finance and Engineering Departments or designees from other departments depending on the scope of the proposal). To assist in the evaluation process, an **Evaluation Committee** will consist of the Advisory Committee and any designees consisting of not less than three members, other members can include individuals with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants
- (c) Decide whether it will engage independent advisors, as provided in AUGUSTA, GA CODE Sec. 1-10-69 below, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and
- (d) Provide the proposer with the proposed Local Government fee estimate to be paid by the proposer to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as calculated in AUGUSTA, GA CODE Sec. 1-10-70 below.

(2) The Evaluation Committee, together with any independent advisors, shall perform the following financial review and analysis of the unsolicited proposal:

- (a) A cost-benefit analysis;
- (b) Evaluation of the public need for or benefit derived from the qualifying project;
- (c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;
- (d) Evaluation of the source of funding for the project;
- (e) Consideration of plans to ensure timely development or operation;
- (f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and
- (g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.

After reviewing the proposal, the Evaluation Committee shall make a recommendation to the governing body of the Augusta, Georgia (the Board of Commission) to reject or accept the unsolicited proposal.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

Phase III

SEC. 1-10-72 REQUEST FOR PROPOSALS.

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia (www.augustaga.gov) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

Phase IV

SEC. 1-10-74 PROCEDURES FOR PROCESSING, REVIEW AND CONSIDERATION OF COMPETING PROPOSALS.

After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of the Local Government prior to submitting a request for proposal for such qualifying project. The evaluation committee of Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) **QUALIFICATIONS AND EXPERIENCE** – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:
 - (a) Experience with similar projects;
 - (b) Demonstration of ability to perform work;

- (c) Leadership structure;
 - (d) Project Manager's experience;
 - (e) Management approach
 - (f) Financial condition; and
 - (g) Project ownership.
- (2) **PROJECT CHARACTERISTICS** – Factors to be considered in determining the project characteristics include:
- (a) Project definition;
 - (b) Proposed project schedule;
 - (c) Operation of the project;
 - (d) Technology; technical feasibility;
 - (e) Conformity to laws, regulations, and standards;
 - (f) Environmental impacts;
 - (g) Condemnation impacts;
 - (h) State and local permits; and
 - (i) Maintenance of the project.
- (3) **PROJECT FINANCING** – Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:
- (a) Cost and cost benefit to Augusta, Georgia;
 - (b) Financing and the impact on the debt burden of Augusta, Georgia or appropriating body;
 - (c) Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
 - (d) Opportunity costs assessment;
 - (e) Estimated cost;
 - (f) Life-cycle cost analysis;
 - (g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
 - (h) Such other items as Augusta, Georgia deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed tax-supported debt of Augusta, Georgia, or if financing such a project may impact Augusta, Georgia's debt rating or financial position, Augusta, Georgia may select its own finance team, source, and financing vehicle.

- (4) **PROJECT BENEFIT AND COMPATIBILITY** – Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:
- (a) Community benefits;
 - (b) Community support or opposition, or both;
 - (c) Public involvement strategy;

- (d) Compatibility with existing and planned facilities; and
 - (e) Compatibility with local, regional, and state economic development efforts.
- (5) **OTHER FACTORS** – Other factors that may be considered by Augusta, Georgia in the evaluation and selection of competing proposals include:
- (a) The proposed cost of the qualifying project;
 - (b) The general reputation, industry experience, and financial capacity of the private entity;
 - (c) The proposed design of the qualifying project;
 - (d) The eligibility of the project for accelerated documentation, review, and selection;
 - (e) Local citizen and government comments;
 - (f) Benefits to the public, including financial and nonfinancial;
 - (g) The private entity's compliance with a local small business enterprise participation plan or good faith effort to comply with the goals of such plan;
 - (h) The private entity's plans to employ local contractors and residents;
 - (i) The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
 - (j) Other criteria that the local government deems appropriate.

Sec. 1-10-75 DEFINITIONS:

For the purpose of Article 7, the following definitions shall apply. With the exception of specifically defined terms set forth herein, all words shall have their ordinary and usual meanings. In the event of conflict, the specific definition set out herein shall presumptively, but not conclusively prevail over the ordinary and usual meanings.

ADVISOR - The Unsolicited Proposals Advisory Committee may contract with external party on a range of issues including commercial, technical and other issues.

ADVISORY COMMITTEE – The Procurement Director shall select the members of the Advisory Committee consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. Designees of the Administrator, Procurement, Finance, Engineering and Compliance Departments and/or designees from other departments may be included depending on the scope of the proposal. The Advisory Committee will assist in the evaluation process.

ASSESSMENT CRITERIA - Criteria upon which the Unsolicited Proposal will be assessed as determined by the Unsolicited Proposals Advisory Committee on a case-by-case basis.

COMPREHENSIVE AGREEMENT - The written agreement between the private entity and Augusta, Georgia required pursuant to the Public-Private Facilities and Infrastructure Act of 2015 ("PPFIA).

DETAILED SUBMISSION - A more detailed submission following approval at the Concept Phase 1.

DEVELOP OR DEVELOPMENT - To plan, design, develop, finance, lease, acquire, install, construct, operate, maintain or expand.

ECONOMIC APPRAISAL - A systematic means of analyzing all the costs and benefits of various ways in which a project objective can be met. It shows:

- Whether the benefits of a project exceed its costs;
- Which option has the highest net benefit; and
- Which option is the most cost effective, where benefits are equivalent.

The preferred approach for a Government project for an economic appraisal is Cost-Benefit-Analysis (“CBA”) and whole of life cost estimates.

EVALUATION COMMITTEE - A committee of representatives established to oversee and assess an Unsolicited Proposal. Also referred to as Unsolicited Proposals Evaluation Committee in Phase 2.

FINANCIAL REVIEW – The Evaluation Committee, together with any independent advisors, shall perform a financial review and analysis of the unsolicited proposal as referred in Phase 2.

GOVERNMENT – Augusta, Georgia

INDEPENDENT ADVISOR - An individual with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal.

INTELLECTUAL PROPERTY (“IP”) - Inventions, original designs and practical applications of good ideas protected by law through copyright, patents, registered designs, circuit layout rights and trademarks, also trade secrets, proprietary know-how and other confidential information protected against unlawful disclosure by common law and through additional contractual obligations such as Confidential Agreements.

INTERIM AGREEMENT - An agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

LETTER OF INTEREST (“LOI”) - Cover letter attached to the initial submission made by the Proposer to initiate the Phased Process for Unsolicited Proposals.

LOCAL GOVERNMENT - Any county, municipality, consolidated government, or board of education. For purposes of this Article, Augusta, Georgia Consolidated Government.

PHASE PROCESS - Augusta, Georgia’s six-phase process of validating, evaluating and awarding projects that are initiated by Unsolicited Proposals.

PROPOSER - Any person or organization that submits the Unsolicited Proposal except for Augusta, Georgia's agencies and departments.

PRIVATE ENTITY - Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

QUALIFYING PROJECT - Any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA, subsequently reviewed, and approved by a local government, that has a public purpose or public need, as determined by the local government. A "qualifying project" shall not include and shall have no application to any project involving:

- (1) The generation of electric energy for sale pursuant to Chapter 3 of Title 46 of the Official Code of Georgia Annotated;
- (2) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated;
- (3) Cable and video services pursuant to Chapter 76 of title 36 of the Official Code of Georgia Annotated; or
- (4) Water reservoir projects as defined in paragraph (10) of OCGA §12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

REVENUE - All revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

STATE - The State of Georgia.

TRANSACTION PHASE - Transaction Phase may involve, subject to the delivery model, procurement phase followed by contract negotiations and execution. Note, public, community and stakeholder consultations may occur during the Transaction Phase.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

Phase V

INTERIM AND COMPREHENSIVE AGREEMENTS.

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the local government. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The local government may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the local government and the selected proposer with regard to the project.

(1) **Interim Agreement Terms.**

The scope of an interim agreement may include but is not limited to:

- (a) Project planning and development;
- (b) Design and engineering;
- (c) Environmental analysis and mitigation;
- (d) Survey;
- (e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
- (f) Establishing a process and timing of the negotiation of the comprehensive agreement; and
- (g) Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Phase VI

(2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

- (a) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (b) Dates and schedules for the completion of the qualifying project;
- (c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (d) Any reimbursements to be paid to the local government for services provided by the local government;
- (e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;
- (f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;
- (g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;
- (h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;
- (i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;
- (j) The filing of appropriate financial statements to the local government on a periodic basis; and
- (k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

APPENDICES

The following appendices contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

Every proposer will follow the guidelines stated in this manual.

Appendix A: Fee Schedule

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as required in AUGUSTA, GA CODE Sec. 1-10-70.

Unsolicited Proposals will be subject to two types of review fee: a) the initial proposal processing fee; and, b) detailed evaluation fee. Both fees must be paid by cashier's check made payable to Augusta, Georgia.

The initial proposal-processing fee is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< Million	\$5 000
\$1 Million - \$20 Million	\$10 000
\$20 Million - \$50 Million	\$20,000
\$50 Million - \$100 Million	\$35 000
\$100 Million - \$500 Million	\$60 000
\$250 Million - \$500 Million	\$85 000
\$500 Million - \$1 Billion	\$110,000
> Billion	TBD

These amounts are subject to annual adjustment to reflect inflation or in response to market conditions. The current fees will be updated as necessary and available on Augusta, Georgia's website.

For any unsolicited proposal of the development of a project received by Augusta, Georgia may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

A private entity assumes all risk in submission of a proposal or unsolicited proposal and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Appendix B: References

SAMPLE REFERENCE SHEET

Your Name
 Street address
 City, state, and zip
 Telephone Number(s)
 e-mail address

REFERENCES

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Name of reference
 Title at his or her organization
 Organization Name
 Street address
 City, state, and zip
 Work Phone
 Home Phone (if it's a personal reference, rather than a professional reference)
 Relationship to you (if it's not clear from your resume and cover letter)
 Skills/projects of your that this reference might discuss (optional)

Appendix C: Letter of Interest Template

[Date]

Director of Procurement
Unsolicited Proposals
535 Telfair Street – Suite 605
Augusta, Georgia 30901

**RE: UNSOLICITED PROPOSAL – LETTER OF INTEREST –
PROJECT NAME:**

Dear Sir/Madam,

[Letter to contain brief detail of the following:

- Individual/organization introduction;
- Proposal idea/concept;
- Total estimated investment for the project;
- Value proposition to Augusta, Georgia ; and
- Contact details.]

Sincerely,

[Signature]

[Name & Title]

[Organization]

Appendix D: Declaration to Abide by Process

Date	
Name	
Organization	
To	
In relation to the	

Declaration

I, _____, [insert full name]

 [Insert organization and address] agree and acknowledge that I abide by the process outlined in this document including the following:

- No intellectual property transfer to Augusta, Georgia at the Concept Submission, any material presented will be at my discretion;
- No approaches will be made to the Board of Commission or other officers within Augusta, Georgia prior, during and after the Phased Process relating to an Unsolicited Proposal; and
- In the event of a rejected proposal, no further approaches are made to Augusta, Georgia regarding the Unsolicited Proposal until at least 18 months have transpired since the Concept Submission.

Executed as a Deed

Signed, seal and delivered

Signature of Declarant	
Name of Declarant	
Signature of Witness	
Name of Witness	

Appendix E: Unsolicited Proposals Briefing Note Template

[Date]

[Ref]

[Unsolicited Proposal Title]

[Unsolicited Proposal
Summary]

Decision Matrix

Criteria	No	Yes
1. Does the proposal directly conflict with a stated Government policy position?		
2. Is there an existing Government process/procedure in place to manage this proposal?		
3. Is the proposal unique in its value offering to justify a dedicated process?		
4. Does the proposal inhibit or stifle competition in Augusta, Georgia Procurement Code?		
5. Does the proposal require a change to or impact the Government in a way that can be considered too complex or inhibits Government's ability to complete it in a timely manner?		
6. Has the proposal been rejected before by Government? Has the proposal or context materially changed?		

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Additional attendance by other Directors whose directorates are materially impacted by the unsolicited proposal; and/or
 - Request input/advice from other Directors whose directorates are broadly impacted by the unsolicited proposal; and/or
 - Request input/advice from Commission Committee for Unsolicited Proposals that have a whole-of- government impact; and/or
 - Any clarification or information requirements to be sought from the Proponent.]
- [Note: this appendix is for content guidance only]

Appendix F: Strategic Review Scoring Sheet Template

At the Unsolicited Proposals Evaluation the Committee's discretion, they may utilize scoring sheets as part of the assessment of whether a Concept Submission should proceed to Detailed Submission (Phase 2).

A holistic approach should be adopted when scoring a Concept Submission and consider, amongst other things:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed. A scoring sheet template has been provided to assist with a strategic Multi Criteria Assessment.

Scoring Criteria	1	2	3	4	5
1. Does the proposal strategically align with current Government policy and objectives? (1 = Weak; 5 = Strong)					
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) (1 = No benefits; 5 = High benefits)					
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) (1 = High impact; 5 = No impact)					
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? (1 = No revenues; 5 = Substantial revenues)					
5. Does the Committee believe that the proposal will likely have an impact on the community? (1 = Negative impact; 5 = Positive impact)					
6. Does the Committee believe that the proposal will likely have an impact on the environment? (1 = Negative impact; 5 = Positive impact)					
7. Are the risks associated with the proposal acceptable to Government? (1 = Not acceptable; 5 = Acceptable)					
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? (1 = Not achievable; 5 = Achievable)					
9. Intuitively, does the Committee believe that the proposal may be viable but lack					

Scoring Criteria	1	2	3	4	5
adequate information to make a decision? (1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required)					
10. Does this proposal represent a value proposition that the Government should consider? (1 = No; 5 = Yes)					

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Any clarification or information requirements to be sought from the Proponent.]

Appendix G: Advertisement to Public to receive Unsolicited Proposals Template

Time Period for Receiving Unsolicited Proposals and Format for Submissions.

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

Please submit six (6) copies and one unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA"). Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

Note: "Unsolicited Proposal" means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

The format and information to be included in any unsolicited proposal can be found:

<http://www.augustaga.gov/unsolicitedproposal>

Publish:

Legal Organ: Augusta Chronicle 9/21, 28; 10/5, 12, 19 and 26, 2017

Metro Courier: 9/27

Electronic Means: Onvia (Demand Star) 9/21 thru opening

Internet Website: ARCBid www.augustaga.gov

Georgia Procurement Registry: 9/21 thru opening

cc: Commissioners
Janice Allen Jackson, Administrator
Chester Brazzell,
Deputy Administrator

Appendix H

Criteria for Evaluation Request for Proposals Template

PHASE 1

RFP - Evaluation/Scoring Guidelines

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the referenced questions.

Superior: 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to Augusta, Georgia.

Good Response: 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

Fair Response: 525 – 599 Points minimally meets most requirements of the RFP. Respondent/Offeror(s) demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

Failed Response: 0 – 524 Points does not meet the requirements of the RFP. Respondent/Offeror(s) has not demonstrated sufficient knowledge of the subject matter.

Note: Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

PHASE 2

Selection. After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of Augusta, Georgia prior to submitting a request for proposal for such qualifying project. The evaluation committee of the Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) Project Financing
- (2) Qualifications and Experience
- (3) Project Characteristics
- (4) Project Benefit and Compatibility
- (5) Other Factors
- (6) References

Selection.

The evaluation committee and advisor, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act

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 respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Appendix H

Sample Evaluation Form

Unsolicited Proposal Number: UP#

Date Received:

Project Name:

Date of acknowledgement of receipt of the unsolicited proposal:

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia		
Package submitted by the deadline		

Advisory Committee Review

Phase I Review

Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION

	Pass	Fail
a) Project description,		
b) Project feasibility statement		
c) Proposed project schedule,		
d) Project financing plan		
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,		
f) Description of any anticipated public support or opposition		
g)Qualifications and experience		
h) Names and addresses of persons who may be contact(See Appendix B)		
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").		

Committee Members:

Independent Advisor(s)

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.**

FEE AMOUNT \$

(see Appendix A)

Appendix H - Page 2 of 3**Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Committee:**

The Evaluation Committee and Independent Advisors shall perform the following financial review and analysis of the unsolicited proposal:

(a) A cost-benefit analysis;		
(b) Evaluation of the public need for or benefit derived from the qualifying project;		
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;		
(d) Evaluation of the source of funding for the project;		
(e) Consideration of plans to ensure timely development or operation;		
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and		
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.		

Committee Members:**Independent Advisor(s)****Comments:**

The Advisor(s) representing the Evaluation Committee (EC) shall make a recommendation to the governing body of Augusta, Georgia to reject or accept the unsolicited proposal. Any Advisor(s) and those members of the EC should be present to address any questions.

Appendix H - Page 3 of 3**Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Commission:**

Approved or Rejected (Circle One)

Posting and Publishing Notice of the Opportunity to Offer Competing Proposals (if approved)**REQUEST FOR PROPOSAL NO:**

(add RFP in front of the UP# - RFPUP17-001)

Advertisement

Advertised a minimum of two times, with the first advertisement occurring at least ninety days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six weeks from the first advertisement.

Date: First Advertisement:

Second Advertisement:

Procedures for Processing, Review and Consideration of Competing Proposals (see Appendix I)

(a) Project financing	300	
(b) Qualifications and experience	160	
(c) Project Characteristics	100	
(d) Project Benefit and Compatibility	90	
(e) Other Factors	60	
(f) References	40	
Total Score	750	

Comments

Name of Evaluator:

Date:

Appendix I

Submission Checklist

All unsolicited proposals should cover the points discussed in this guide. All unsolicited proposals should cover the points discussed in this guide. *Please submit six (6) copies one bound and one unbound copy of the proposal.* Unsolicited proposals should be signed by an authorized official of the proposing organization or by the proposer if submitted by an individual.

Elaborate proposals or presentations are not desired. Each applicant should review the submission to ensure that all data necessary for critical evaluation is included initially. Correspondence generated by omission of essential items delays processing of proposals. The following is a list of essential items that an unsolicited proposal should contain.

The checklist below provides guidance for the issues Proposers can cover when submitting an Unsolicited Proposal.

Proposal will be accepted only at the time and place listed below:

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

General Requirements

A private entity assumes all risk in submission of an unsolicited proposal, and a Local Government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Private entities are solely responsible for all costs and expenses of any nature associated with preparing or submitting an Unsolicited Proposal, including attending preliminary meetings and providing supplemental information. Augusta, Georgia assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties preparing or submitting an Unsolicited Proposal. Under no circumstances will Augusta, Georgia or any of their agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by a private entities, whether or not selected for negotiations, in developing, preparing and submitting its Proposal or negotiating an Agreement. In no event shall Augusta, Georgia be bound by, or liable for, any obligations with respect to such proposals until such time (if at all) as an Agreement, in form and substance satisfactory to Augusta, Georgia, has been authorized and executed by Augusta, Georgia and, then, only to the extent set forth therein.

Augusta, Georgia shall charge and retain an *initial proposal processing* fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal. Please submit in a separate envelope with the submittal

a cashier check made payable to: Augusta, Georgia Consolidated Government. Marked: Fee for Unsolicited Proposal Review.

Concept Submission Requirements

It is recommended that the submission be kept concise and brief in the form of a proposal overview to allow the Advisory and Evaluation Committees to respond in a timely manner, and stay within a 45 minute presentation (Optional) should it progress pass the filtering process.

The following document limits apply to the Concept Submission:

- ✓ Word Processing (e.g. MS Word) – up to 40 pages (portrait)
- ✓ Presentation Processing (e.g. MS PowerPoint) – up to 30 slides (landscape)
- ✓ No less than 10 point font
- ✓ Normal document margins

Format for Submissions. Initial Unsolicited proposals shall contain, at a minimum, the following information:

Cover Page

Basic Information

1. Name and address of submitter.
2. Proposal submission date.
3. Type of business (indicate whether profit, nonprofit, educational, small business, woman- owned, socially and economically disadvantaged, or other).
4. Proposed starting date and estimated period of performance.
5. Period for which proposal is valid (minimum of six months from date of submission).
6. Names and telephone numbers of the proposer's primary business and technical personnel whom Augusta, Georgia may contact for evaluation or negotiation purposes.
7. Signature of person authorized to contractually represent the individual or organization.
8. List of other Federal, State, or local government agencies or private organizations to which the proposal has been submitted and/or those funding the proposed effort.
9. Statement that the proposal may, or may not, be subjected to external review. (See "Georgia Open Record Code")
10. Statement that the proposal does/does not contain proprietary information.

All Unsolicited proposals must be tabbed alphabetically as listed below (see Phase I and II):

Tab.

- Signed Declaration to Abide by Process (**Appendix D**)
- (a) Project description
- (b) Project feasibility statement
- (c) Proposed project schedule
- (d) Project financing plan
- (e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data
- (f) Description of any anticipated public support or opposition
- (g) Qualifications and experience
- (h) Names and addresses of persons who may be contact and
- (g) Any additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be

derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

In addition to the general requirements as stated above, the following list provides additional information requirements for the Detailed Submission (Phase 2).

It is recommended that the Detailed Submission be in the form of a fully developed business case.

It should provide a comprehensive and compelling case to support the Unsolicited Proposal, and where possible, provide quantified supporting evidence to allow for a robust evaluation by the Evaluation Committee against the guiding principles and objectives.

Request for Proposal (RFP) Detailed Submission Requirements

In addition to the general requirements, the list below provides additional information requirements for the Concept Submission (Request for Proposal):

Letter of Interest (**Appendix C**)

Signed Declaration to Abide by Process (**Appendix D**)

(a) Project Financing

- Cost and cost benefit to the local government;
- Financing and the impact on the debt burden of the local government or appropriating body;
- Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
- Opportunity costs assessment;
- Estimated cost;
- Life-cycle cost analysis;
- The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
- Such other items as the local government deems appropriate.

(b) Qualifications and Experience

- Experience with similar projects;
- Demonstration of ability to perform work;
- Leadership structure;
- Project manager's experience;
- Management approach;
- Financial condition; and
- Project ownership.

(c) Project Characteristics

- Project definition;
- Proposed project schedule;
- Operation of the project;
- Technology; technical feasibility;
- Conformity to laws, regulations, and standards;
- Environmental impacts;
- Condemnation impacts;
- State and local permits; and
- Maintenance of the project.

(d) Project Benefit and Compatibility

- Community benefits;
- Community support or opposition, or both;
- Public involvement strategy;
- Compatibility with existing and planned facilities; and

- Compatibility with local, regional, and state economic development efforts.
- (e) Other Factors
 - The proposed cost of the qualifying project;
 - The general reputation, industry experience, and financial capacity of the private entity;
 - The proposed design of the qualifying project;
 - The eligibility of the project for accelerated documentation, review, and selection;
 - Local citizen and government comments;
 - Benefits to the public, including financial and nonfinancial;
 - The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
 - The private entity's plans to employ local contractors and residents;
 - The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
 - Other criteria that the local government deems appropriate
- (f) References
- (g) Case for change
 - What problem and/or opportunity is the proposal trying to address?
 - What evidence is there to support this?
 - Why does this need to be addressed now?
- (h) Strategic alignment
 - How does the proposal meet the principles and objectives outlined in this policy document?
- (i) Risks
 - What are the key risks of the proposal?
 - How can they be managed within reason?
- (j) Objectives of the proposal
- (k) Unique elements of the proposal
 - Intellectual property or genuinely innovative ideas
 - Ownership of real property
 - Ownership of software or technology offering a unique benefits
 - Unique financial arrangement
 - Unique ability to deliver a strategic outcome
 - Other demonstrably unique elements



Guidelines for Unsolicited Proposals

APPENDIX J

PARTNERSHIP FOR PUBLIC FACILITIES AND INFRASTRUCTURE ACT

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED

AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local government,
2 and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as
3 to provide for definitions; to provide guidelines for projects; to create the Partnership for
4 Public Facilities and Infrastructure Act Guidelines Committee and to provide for its
5 membership, terms, allowances, duties, and support; to provide for the manner by which
6 projects may be initiated; to provide for the approval process for projects; to provide for
7 evaluation criteria and review; to provide for agreements; to provide for default and
8 remedies; to provide for financing and grants; to provide for service contracts; to provide for
9 the dedication of certain property interests; to provide for sovereign immunity; to provide for
10 police powers; to provide for application of open meetings and open records laws; to provide
11 a short title; to provide for related matters; to provide an effective date; to repeal conflicting
12 laws; and for other purposes.

13 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

14 **SECTION 1.**

15 This Act shall be known and may be cited as the "Partnership for Public Facilities and

16 Infrastructure Act."

17 **SECTION 2.**

18 Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended
19 by adding a new article to Chapter 91, relating to public works bidding, to read as follows:

20 **"ARTICLE 5**

21 36-91-110.

22 As used in this article, the term:

23 (1) 'Comprehensive agreement' means the written agreement between the private entity
24 and the local government required by Code Section 36-91-115.

25 (2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire,
26 install, construct, operate, maintain, or expand.

27 (3) 'Local authority' means any local authority created pursuant to a local or general Act
28 of the General Assembly, including a joint public instrumentality.

29 (4) 'Local government' means any county, municipality, consolidated government, or
30 board of education.

31 (5) 'Private entity' means any natural person, corporation, general partnership, limited
32 liability company, limited partnership, joint venture, business trust, public benefit
33 corporation, nonprofit entity, or other business entity.

34 (6) 'Qualifying project' means any project selected in response to a request from a local
35 government or submitted by a private entity as an unsolicited proposal in accordance with
36 this article and subsequently reviewed and approved by a local government, within its
37 sole discretion, as meeting a public purpose or public need. This term shall not include
38 and shall have no application to any project involving:

39 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

40 (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

(C) Cable and video services pursuant to Chapter 76 of this title; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471,
which shall be governed by Article 4 of this chapter.

(7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other
service payments arising out of or in connection with supporting the development or
operation of a qualifying project.

(8) 'Unsolicited proposal' means a written proposal for a qualifying project that is
received by a local government and is not in response to any request for proposal for a
qualifying project issued by a local government.

36-91-111.

(a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is
established to prepare model guidelines for local governments in the implementation of this
article.

(b) The committee shall be composed of ten persons. Except for the local government
officials or staff appointed to the committee, each committee member shall have subject
matter expertise in architecture, construction management, engineering, finance, or real
estate development. These appointments shall be made as follows:

(1) The following members shall be appointed by the Governor:

(A) One member or employee of a county governing authority;

(B) One member or employee of a municipal governing authority;

(C) One member or employee of a local board of education; and

(D) One licensed member of the State Bar of Georgia with expertise in representing
local government in public works construction.

(2) The following members shall be appointed by the Speaker of the House of
Representatives, provided that one of these appointees shall have expertise in working
with local government:

(A) One member of the business community with expertise in construction
management employed by a firm with less than \$25 million in annual revenue;

69 (B) One member of the business community who is a licensed architect; and
 70 (C) One member of the business community with expertise in real estate development;
 71 and
 72 (3) The following members shall be appointed by the Lieutenant Governor, provided that
 73 one of these appointees shall have expertise in working with local government:
 74 (A) One member of the business community with expertise in construction
 75 management employed by a firm with more than \$25 million in annual revenue;
 76 (B) One member of the business community who is a licensed professional engineer;
 77 and
 78 (C) One member of the business community with expertise in finance.
 79 (c) The terms of these committee appointments shall be for two years. At least three of
 80 these appointees shall reside outside of the Augusta, Georgia metropolitan Atlanta area. The appointments
 81 shall be made as soon as feasible, but not later than August 1, 2015. The committee shall
 82 meet once a month or as needed and shall issue model guidelines to local governments no
 83 later than July 1, 2016. Such guidelines shall be updated every two years. The members
 84 of the committee shall elect a chairperson and a vice chairperson who shall serve for
 85 two-year terms in such office.
 86 (d) Citizen members shall receive a daily expense allowance in the amount specified in
 87 subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance
 88 authorized for state employees.
 89 (e) Staff support shall be provided by the Department of Administrative Services, the
 90 Governor's office, and the Office of Planning and Budget.
 91 36-91-112.
 92 (a) Prior to executing any comprehensive agreement for the development or operation of
 93 93 a qualifying project pursuant to an unsolicited proposal received by a local government
 94 94 under this article, the local government shall adopt either:
 95 95 (1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act
 96 96 Guidelines Committee; or

(2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each of the factors identified in subsection (b) of this Code section.

(b) The model guidelines shall include, at a minimum, the following:

(1) The period of time each calendar year when the local government will consider receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying projects, and such limited time period shall be established within the sole discretion of the local government;

(2) Procedures for the financial review and analysis of an unsolicited proposal that may include:

(A) A cost-benefit analysis;

(B) Evaluation of the public need for or benefit derived from the qualifying project;

(C) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;

(D) Evaluation of the source of funding for the project;

(E) Consideration of plans to ensure timely development or operation;

(F) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and

(G) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available;

(3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local government elects to charge the private entity for the processing, review, and evaluation of an unsolicited proposal;

(4) A requirement for the issuance of a request for proposals upon a decision by the local government to proceed with a qualifying project pursuant to an unsolicited proposal;

(5) Procedures for posting and publishing notice of the opportunity to offer competing proposals;

(6) Procedures for the processing, review, and consideration of competing proposals, and the period for the processing, review, and consideration of competing proposals shall not

be less than 90 days;

(7) Procedures for determining whether information included in an unsolicited proposal shall be released as part of any request for proposals to ensure fair competition; and

(8) Procedures for identifying and appointing an independent owner adviser to the local government with expertise in architecture, engineering, or construction management to assist in the evaluation of an unsolicited proposal and to serve as owner adviser to the local government if the local government chooses to pursue any ensuing solicited bid process.

The local government shall not be obligated to engage such services.

36-91-113.

(a) If a local government adopts a rule, regulation, or ordinance affirming its participation in the process created in this article, a private entity may submit an unsolicited proposal for a project to the local government for review and determination as a qualifying project in accordance with the guidelines established by the local government. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

153 (4) A financial plan setting forth the private entity's general plans for financing the
154 project, including the sources of the private entity's funds and identification of any
155 dedicated revenue source or proposed debt or equity investment on behalf of the private
156 entity; a description of user fees, lease payments, and other service payments over the
157 term of the comprehensive agreement pursuant to Code Section 36-91-115; and the
158 methodology and circumstances for changes to such user fees, lease payments, and other
159 service payments over time;

160 (5) A business case statement that shall include a basic description of any direct and
161 indirect benefits that the private entity can provide in delivering the project, including
162 relevant cost, quality, methodology, and process for identifying the project and time
163 frame data;

164 (6) The names and addresses of the persons who may be contacted for further
165 information concerning the unsolicited proposal; and

166 (7) Such additional material and information as the local government may reasonably
167 request.

168 (b) For any unsolicited proposal of the development of a project received by a local
169 government, the local government may charge and retain a reasonable fee to cover the costs
170 of processing, reviewing, and evaluating the unsolicited proposal, including, without
171 limitation, reasonable attorney's fees and fees for financial, technical, and other necessary
172 advisers or consultants.

173 (c) The local government may reject any proposal or unsolicited proposal at any time and
174 shall not be required to provide a reason for its denial. If the local government rejects a
175 proposal or unsolicited proposal submitted by a private entity, it shall have no obligation
176 to return the proposal, unsolicited proposal, or any related materials following such
177 rejection.

178 (d) A private entity assumes all risk in submission of a proposal or unsolicited proposal
179 in accordance with subsections (a) and (b) of this Code section, and a local government
180 shall not incur any obligation to reimburse a private entity for any costs, damages, or loss

of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.
36-91-114.

(a) The local government may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 36-91-113 as a qualifying project. Determination by the local government of a qualifying project shall not bind the local government or the private entity to proceed with the qualifying project.

(b) Upon the local government's determination of a qualifying project as provided in subsection (a) of this Code section, the local government shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the local government shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The local government shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the local government's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

209 (8) Other criteria that the local government deems appropriate.
210 (d) After ranking the proposals, the local government shall begin negotiations with the first
211 ranked private entity. If the local government and the first ranked private entity do not
212 reach a comprehensive agreement or interim agreement, then the local government may
213 conduct negotiations with the next ranked private entity. This process shall continue until
214 the local government either voluntarily abandons the process or executes a comprehensive
215 agreement or interim agreement with a private entity.
216 (e) At any time during the process outlined in this Code section but before the full
217 execution of a comprehensive agreement, the local government may, without liability to
218 any private entity or third party, cancel its request for proposals or reject all proposals
219 received in response to its request for proposals, including the unsolicited proposal, for any
220 reason whatsoever.
221 (f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise
222 possessed by the local government to take action that would impact the debt capacity of the
223 State of Georgia or any local government. The credit of this state shall not be pledged or
224 loaned to any private entity. The local government shall not loan money to the private
225 entity in order to finance all or a portion of the qualifying project. A multiyear lease entered
226 into by a local government which is not terminable at the end of each fiscal year during the
227 term of the lease shall be considered a debt of the local government which enters into such
228 lease, and such lease shall apply against the debt limitations of the local government.
229 36-91-115.
230 (a) The comprehensive agreement entered into between the local government and the
231 private entity selected in accordance with this article shall include:
232 (1) A thorough description of the duties of each party in the completion and operation
233 of the qualifying project;
234 (2) Dates and schedules for the completion of the qualifying project;
235 (3) Any user fees, lease payments, or service payments as may be established by
236 , agreement of the parties, as well as any process for changing such fees or payments
237 throughout the term of the agreement, and a copy of any service contract;

- 238 (4) Any reimbursements to be paid to the local government for services provided by the
 239 local government;
- 240 (5) A process for the review of plans and specifications for the qualifying project by the
 241 local government and approval by the local government if the plans and specifications
 242 conform to reasonable standards acceptable to the local government;
- 243 (6) A process for the periodic and final inspection of the qualifying project by the local
 244 government to ensure that the private entity's activities are in accordance with the
 245 provisions of the comprehensive agreement;
- 246 (7) Delivery of performance and payment bonds in the amounts required in Code
 247 Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for
 248 those components of the qualifying project that involve construction, and surety bonds,
 249 letters of credit, or other forms of security acceptable to the local government for other
 250 phases and components of the development of the qualifying project;
- 251 (8) Submission of a policy or policies of public liability insurance, copies of which shall
 252 be filed with the local government accompanied by proofs of coverage, or self-insurance,
 253 each in form and amount satisfactory to the local government and reasonably sufficient
 254 to ensure coverage of tort liability to the public and employees and to enable the
 255 continued operation of the qualifying project;
- 256 (9) A process for monitoring the practices of the private entity by the local government
 257 to ensure that the qualifying project is properly maintained;
- 258 (10) The filing of appropriate financial statements to the local government on a periodic
 259 basis; and
- 260 (11) Provisions governing the rights and responsibilities of the local government and the
 261 private entity in the event that the comprehensive agreement is terminated or there is a
 262 material default by the private entity, including conditions governing assumption of the
 263 duties and responsibilities of the private entity by the local government and the transfer
 264 or purchase of property or other interests of the private entity by the local government,

265 including provisions compliant with state constitutional limitations on public debt by the
 266 local government. Such policies and procedures shall be consistent with Code
 267 Section 36-91-116.

268 (b) The comprehensive agreement may include such other terms and conditions that the
 269 local government determines will serve the public purpose of this article and to which the
 270 private entity and the local government mutually agree, including, without limitation,
 271 provisions regarding unavoidable delays and provisions where the authority and duties of
 272 the private entity under this article shall cease and the qualifying project is dedicated to the
 273 local government for public use.

274 (c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by
 275 the parties from time to time, shall be added to the comprehensive agreement by written
 276 amendment.

277 (d) The comprehensive agreement may provide for the development of phases or segments
 278 of the qualifying project.
 279 36-91-116.

280 (a) In the event of a material default by the private entity, the local government may
 281 terminate, with cause, the comprehensive agreement and exercise any other rights and
 282 remedies that may be available to it at law or in equity, including, but not limited to, claims
 283 under the maintenance, performance, or payment bonds; other forms of security; or letters
 284 of credit required by Code Section 36-91-115.

285 (b) The local government may elect to assume the responsibilities and duties of the private
 286 entity of the qualifying project, and in such case, it shall succeed to all of the right, title,
 287 and interest in such qualifying project subject to statutory limitations on the availability of
 288 future appropriated or otherwise unobligated funds.

289 (c) The power of eminent domain shall not be delegated to any private entity with respect
 290 to any project commenced or proposed pursuant to this article. Any local government
 291 having the power of condemnation under state law may exercise such power of

condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the local government elects to take over a qualifying project pursuant to subsection (b) of this Code section, the local government may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.
36-91-117.

All power or authority granted by this article to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this article shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a local government elects to proceed under this article.

36-91-118.

Nothing in this article shall be construed as or deemed a waiver of the sovereign or official immunity of any local government or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

36-91-119.

(a) Local governments that proceed with procurement pursuant to competitive sealed bidding as defined in Code Section 36-91-2, or any other purchasing options available under current law, shall not be required to comply with this article.

(b) Nothing in this article shall apply to or affect the State Transportation Board, the 315 Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this article shall abrogate the obligations of a local government or private entity to comply with the public meetings requirement in accordance with Chapter 14 of Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of

Title 50."

SECTION 3.

Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended by adding a new chapter to read as follows:

"CHAPTER 5C

50-5C-1.

As used in this chapter, the term:

(1) 'Affected local jurisdiction' means any county, municipality, or school district in which all or a portion of a qualifying project is located.

(2) 'Comprehensive agreement' means the written agreement between the private entity and the responsible public entity required by Code Section 50-5C-5.

(3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(4) 'Person' means an individual, corporation, partnership, trust, association, or other legal entity.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Public entity' means a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, including the Board of Regents of the University System of Georgia as well as a local government or local authority.

(7) 'Qualifying project' means any project submitted by a private entity as an unsolicited proposal in accordance with this chapter and subsequently reviewed and approved by a responsible public entity, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

- (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46; (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46; (C) Cable and video services pursuant to Chapter 76 of Title 36; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36.

(8) 'Responsible public entity' means a public entity that has the power to contract with a private entity to develop an identified qualifying project. For any unsolicited proposal for a project at one or more institutions of the University System of Georgia, the responsible public entity shall be the Board of Regents of the University System of Georgia or its designees. For any unsolicited proposal for a project for one or more state government entities, other than an institution of the University System of Georgia, the responsible public entity shall be the State Properties Commission.

(9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(10) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a responsible public entity and is not in response to any request for proposal issued by a responsible public entity.

50-5C-2.

For any qualifying project undertaken by the State Properties Commission, the Georgia State Financing and Investment Commission shall be solely authorized to develop guidelines for this process. For any qualifying project undertaken by the University System of Georgia, the Board of Regents of the University System of Georgia shall be solely authorized to develop guidelines for this process.

50-5C-3.

(a) Between May 1 and June 30 of each year, a private entity may submit an unsolicited proposal for a project to the responsible public entity for review and determination as a qualifying project in accordance with the guidelines established by Code Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of

376 such facility or facilities, and a conceptual plan for the provision of services or
377 technology infrastructure;

378 (2) A feasibility statement that includes:

379 (A) The method by which the private entity proposes to secure any necessary
380 property interests required for the project;

381 (B) A list of all permits and approvals required for the project from local,
382 state, or federal agencies; and

383 (C) A list of public utility facilities, if any, that will be crossed by the project
384 and a statement of the plans of the private entity to accommodate such crossings;

385 (3) A schedule for the initiation and completion of the project to include the proposed
386 major responsibilities and timeline for activities to be performed by both the public and
387 private entity as well as a proposed schedule for obtaining the permits and approvals
388 required in subparagraph (B) of paragraph (2) of this subsection;

389 (4) A financial plan setting forth the private entity's general plans for financing the
390 project, including the sources of the private entity's funds and identification of any
391 dedicated revenue source or proposed debt or equity investment on behalf of the private
392 entity; a description of user fees, lease payments, and other service payments over the
393 term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the
394 methodology and circumstances for changes to such user fees, lease payments, and other
395 service payments over time;

396 (5) A business case statement that shall include a basic description of any direct and
397 indirect benefits that the private entity can provide in delivering the project, including
398 relevant cost, quality, methodology, and process for identifying the project and time
399 frame data;

400 (6) The names and addresses of the persons who may be contacted for further
401 information concerning the unsolicited proposal; and

402 (7) Such additional material and information as the responsible public entity may
403 reasonably request.

(b) For any unsolicited proposal for the development of a project received by a responsible public entity, the private entity shall reimburse the responsible public entity for the actual costs incurred to process, review, and evaluate the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code section to a responsible public entity shall also notify each affected local jurisdiction by furnishing a copy of its unsolicited proposal to each affected local jurisdiction.

(d) Each affected local jurisdiction that is not a responsible public entity for the respective project may, within 45 days after receiving such notice, submit any comments regarding the unsolicited proposal it may have in writing to the responsible public entity and indicate whether the project is compatible with local plans and budgets. A project shall be consistent with zoning and land use regulations of the responsible public entity and each affected local jurisdiction.

(e) The responsible public entity may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the responsible public entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(f) A private entity assumes all risks in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a responsible public entity shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

50-5C-4.

(a) The responsible public entity may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project. Determination by the responsible public entity of a qualifying project shall not bind the responsible public entity or the private entity to proceed with the qualifying project.

(b) Upon the responsible public entity's determination of a qualifying project as provided in subsection (a) of this Code section, the responsible public entity shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the responsible public entity shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The responsible public entity shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project.

Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the responsible public entity deems appropriate.

(d) After ranking the proposals, the responsible public entity shall begin negotiations with the first ranked private entity. If the responsible public entity and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the responsible public entity may conduct negotiations with the next ranked private entity. This process shall continue until the responsible public entity either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before full execution of a comprehensive agreement, the responsible public entity may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the State of Georgia. The credit of this state shall not be pledged or loaned to any private entity. The responsible public entity shall not loan money to the private entity in order to finance all or a portion of the qualifying project. All power or authority granted by this chapter to public entities shall be in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter. A multiyear lease entered into by the state as lessee under this Code section which is not terminable at the end of each fiscal year during the term of the lease shall be subject to and comply with the provisions of Code Section 50-16-41, specifically including compliance with any multiyear contract value authority adopted by the Georgia State Financing and Investment Commission for each fiscal year.

50-5C-5.

(a) The comprehensive agreement entered into between the responsible public entity and the private entity selected in accordance with this chapter shall include:

- (1) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (2) Dates and schedules for the completion of the qualifying project;
- (3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (4) Any reimbursements to be paid to the responsible public entity for services provided

by the responsible public entity;

(5) A process for the review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to reasonable standards acceptable to the responsible public entity;

(6) A process for the periodic and final inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible public entity for those components of the qualifying project that involve construction, and bonds, letters of credit, or other forms of security acceptable to the responsible public entity for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the responsible public entity accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the responsible public entity on a 5 periodic basis; and

(11) Provisions governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity, including provisions compliant with state constitutional limitations on public debt.

(b) The comprehensive agreement may include such other terms and conditions that the responsible public entity determines will serve the public purpose of this chapter and to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

50-5C-6.

(a) In the event of a material default by the private entity, the responsible public entity may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 50-5C-5 in accordance with Code Sections 13-10-40 through 13-10-65.

(b) The responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this chapter. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the responsible public entity elects to take over a qualifying project

pursuant to subsection (b) of this Code section, the responsible public entity may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

50-5C-7.

All power or authority granted by this chapter to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general or special law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter.

50-5C-8.

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or official immunity of any responsible public entity or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

50-5C-9.

Any law enforcement officers of the public entity shall have the same powers and jurisdiction within the portion of such qualifying project as they have in their respective areas of jurisdiction, and such law enforcement officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

50-5C-10.

(a) Responsible public entities that proceed with procurement pursuant to competitive sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options available to them under current law, shall not be required to comply with this chapter.

(b) Nothing in this chapter shall apply to or affect the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or

574 private entity to comply with the public meetings requirement in accordance with
575 Chapter 14 of this title or to disclose public information in accordance with Article 4 of
576 Chapter 18 of this title."

577 **SECTION 4.**

578 This Act shall become effective upon its approval by the Governor or upon its becoming law
579 without such approval.

580 **SECTION 5.**

581 All laws and parts of laws in conflict with this Act are repealed.



Frequently Asked Question:

1. What is an unsolicited proposal?

A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

A “qualifying project” as defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need.

2. What is NOT an unsolicited proposal?

Projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

- “Advertising material” - Material designed to acquaint the Government with a prospective contractor’s present products, services, or potential capabilities, or designed to stimulate the Government’s interest in buying such products or services.
- “Commercial item offer” - An offer of a commercial item that the vendor wishes to see introduced in the Government’s supply system as an alternate or a replacement for an existing supply item. This term does not include innovative or unique configurations or uses of commercial items that are being offered for further development and that may be submitted as an unsolicited proposal.
- “Contribution” - A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it on the Government’s behalf.

3. What constitutes a valid unsolicited proposal?

A valid unsolicited proposal must-

- Be innovative and unique;
- Be independently originated and developed by the offerer. Unsolicited proposals in response to a publicized general statement of agency needs are considered to be independently originated;
- Be prepared without Government supervision, endorsement, direction, or direct Government involvement;
- Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency’s research and development or other mission responsibilities;
- Not be an advance proposal for a known agency requirement that can be acquired by competitive methods, and
- Not address a previously published agency requirement.

4. What information is required on a valid unsolicited proposal?

Please visit <http://www.augustaga.gov/679/Procurement> for more information.

5. What about identifying and marking proprietary information?

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

6. Does it cost anything to submit an unsolicited proposal?

Yes, there is a cost (fee)

The initial proposal-processing fee is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time, that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST		DETAILED EVALUATION FEE
<	1 Million	\$5 000
	\$1 Million - \$20 Million	\$10 000
	\$20 Million - \$50 Million	\$20,000
	\$50 Million - \$100 Million	\$35 000
	\$100 Million - \$500 Million	\$60 000
	\$250 Million - \$500 Million	\$85,000
	\$500 Million - \$1 Billion	\$110,000
>	Billion	TBD

Proponents are expected to meet their own costs as proposals progress through the various stages of the process.

7. How do I submit a formal proposal?

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

8. What format should be used when submitting Unsolicited Proposals?

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

9. Will proposals that relate to a matter currently the subject of a competitive tender process be considered?

Under Senate Bill 59 of the Guide states that proposals for projects where a tender process has formally commenced, whether published or not, are unlikely to be considered.

10. Can I submit an unsolicited proposal to another government department/agency other than the Procurement Department?

No, Augusta's Procurement Department will receive all proposals.

11. Why submit an unsolicited proposal if it might be subject to a competitive tender process?

An unsolicited proposal can be a valuable means for communicating innovative ideas to Augusta, Georgia. If a proposal does not satisfy the assessment criteria set out in the Guide but Augusta sees merit in the proposal (or similar), the government may consider offering delivery of the proposal to the market.

In the event that a competitive tender process is considered appropriate, the government will respect any intellectual property of the proponent. The proponent may participate in any procurement process.

Please review the following sections in the Augusta, Code for more details:

SEC. 1-10-72 Request for Proposals

SEC. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to offer competing proposals

12. How long does each stage of the unsolicited proposals process take?

The timeframe for each stage of the unsolicited proposals process is subject to the complexity of the proposal and the number of stakeholders involved.

13. How detailed should the initial submission be?

For the purposes of evaluating a proposal, proponents should complete the required information as listed in stages one and two of the Guidelines and review the Augusta, Georgia Code.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

14. Is there a minimum threshold for proposals that can be assessed under the unsolicited proposals guidelines?

No, there is no minimum monetary threshold for proposals that can be assessed. All innovative proposals that address the assessment criteria under the Guide will be considered.

15. My proposal contains commercial-in-confidence information. How will this be treated throughout the unsolicited proposals process?

All unsolicited proposals submitted are confidential unless they reach Stage III of the process where brief details of the proposal will be published on Augusta, Georgia website. However, please note "Georgia Open Records Act" may apply.

See Augusta Code: Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal Georgia Open Record Act

16. My proposal contains details on intellectual property that I hold. How will this be treated throughout the unsolicited proposals process?

Augusta will respect any intellectual property of proponents throughout all stages of the unsolicited proposals process.

17. Can I submit additional documentation (attachments) with my unsolicited proposal?

Proponents are able to submit any additional documentation or material with their unsolicited proposal application, provided that such material is relevant to addressing the questions raised in the Schedule of Information Requirements.

18. Who can I contact after I have made a submission?

Please Contact:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901
Or

E-mail to:
unsolicitedproposal@augustaga.gov

19. My proposal did not proceed to Phase 2. Can I receive feedback on my proposal?

Proponents that are unsuccessful in Phase 2 of the unsolicited proposals process will be given reasons on why Augusta, Georgia has decided not to proceed with their proposal. Feedback will be in accordance with the assessment criteria outlined in the Guidelines.

20. I have submitted a proposal. Can I contact other government departments during the assessment of my proposal?

Proponents are forbidden to contact personnel within the government during the assessment of their proposal, other than the Procurement Director as stated in Question number 14.



Administrative Services Committee Meeting

October 28, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the October 14, 2025 Administrative Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee Meeting

Meeting Date: October 28, 2025

Department Director Evaluation Forms

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Receive as information the template evaluation form for department directors that report to the Augusta Commission through the Administrator.
Background:	Fifteen department directors report to the Mayor and Augusta Commission through the Administrator. These include the directors of Animal Services, Central Services, E-911, Engineering & Environmental Services, Finance, Fire, Housing & Community Development, Human Resources, Information Technology, Planning & Development, Procurement, Richmond County Correctional Institution, Recreation & Parks, Transit, and Utilities.
Analysis:	The Administrator is responsible for supervising the work of the direct report department directors. The Administrator will conduct annual performance evaluations for these directors, with the results provided to the Mayor and Augusta Commission. The attached Department Director Evaluation Form (or a digital version) will be used for these evaluations.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information the template evaluation form for department directors that report to the Augusta Commission through the Administrator.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	

AUGUSTA, GEORGIA DEPARTMENT DIRECTOR EVALUATION FORM

NAME OF EVALUEE: _____

TITLE & DEPARTMENT: _____

EVALUATION PERIOD: _____ to _____

This form should be completed by the Administrator to evaluate the Department Director's performance in each area below. Please use the following scale for each item:

- 1 = Poor (rarely meets expectations)
- 2 = Below average (usually does not meet expectations)
- 3 = Satisfactory (meets performance expectations)
- 4 = Above average (generally exceeds performance expectations)
- 5 = Excellent (almost always exceeds expectations & performs at a high standard)

1 | Personal Attributes & Professionalism

- Is a "self-starter" and takes a proactive approach, anticipating problems and developing effective approaches for solving them
- Exercises good judgment and displays appropriate discretion
- Is enthusiastic, cooperative and willing to adapt
- Is receptive to constructive criticism and advice
- Maintains composure, appearance, and attitude that are highly professional and fitting for an individual in an executive position
- Demonstrates a capacity for innovation and creativity; is willing to try new ideas proposed by governing body members, Administration, and/or staff
- Possesses strong ethics; is able to separate personal feelings and connections from advancement of the organization's interests

SCORE (1-5)	COMMENTS:
--------------------	------------------

2 | Governing Body & Administration Support

- Promptly responds to requests for information or assistance from the governing body and Administrator
- Provides proactive, timely reports concerning department performance and specific emerging issues
- Disseminates information equally and completely to all members of the governing body and the Administrator
- At Commission meetings and work sessions, is well-prepared to respond to questions and follows up appropriately

• Promptly implements governing body actions in accordance with the intent of the Commission • Brings forward workable, well-researched policy options for consideration • Helps the governing body and Administrator develop adequate plans to address future needs and anticipate long-term trends	
SCORE (1-5)	COMMENTS:

3 Customer Service & Community Relations	
• Is responsive to complaints from citizens/internal customers and is willing to meet with members of the community to discuss their real concerns • Places a high value on customer service and works to create a culture of customer service within the department • When difficult issues arise, takes proactive steps to address the issue and avoid unnecessary controversy • Documentation produced by the Director's department conveys the impression that the department is professional, transparent, and open • Reports and public presentations by the Director are clear, concise, inclusive of relevant information, and appropriate for the intended audience • Is skillful and tactful in dealing with the news media (if applicable) • Works well with neighboring communities and state/federal agencies (if applicable) • Works well with community organizations, neighborhood associations, and other groups (if applicable)	
SCORE (1-5)	COMMENTS:

4 Personnel & Supervision	
• Recruits and retains competent personnel for staff positions • Is aware of weak or indifferent personnel and works to improve their performance • Proactively plans for succession in key positions, including their own • Conducts discipline, promotions, and other personnel matters fairly and in compliance with Augusta's policies and procedures • Has developed a friendly and informal relationship with department staff, yet maintains the professionalism and dignity of an executive-level position • Department's staff seems to work as a team and seek ways to be innovative • Delegates responsibility effectively and provides clear expectations and communication for staff • Supports relevant training opportunities and professional development for staff	
SCORE (1-5)	COMMENTS:

5 | Fiscal Management & Compliance

- Understands and consistently complies with applicable Augusta/State/Federal laws, policies, and ordinances
- Prepares cost-effective department budget requests to provide services at the level directed by the governing body
- Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- Cooperates with the Administrator's Office and Finance Department to vet financial requests and identify funding plans
- Institutes proper financial/accounting controls and standard operating procedures in the department
- Manages contracts responsibly and ethically
- Reviews ordinances, policies, and procedures regularly to improve their effectiveness and alignment with industry standards
- Proactively identifies opportunities to pursue grant funding, update fees, and develop new sources of revenue (if applicable)

SCORE (1-5)	COMMENTS:
--------------------	------------------

6 | Department Performance *(During Previous 12 Months)*

- **Will be based on specific Key Responsibilities and Performance Standards from each director's job description** (not already included in other categories)
- Director's department achieved its key objectives
- Director's department made adequate progress towards long-term departmental and organizational goals
- Director's department responded appropriately to unexpected challenges

For 2026 and beyond: Will include key performance indicators (KPIs)

SCORE (1-5)	COMMENTS:
--------------------	------------------

SCORING

AREA	SCORE (1-5)	WEIGHT	TOTAL
Personal Attributes & Professionalism		2	___ / 10
Governing Body & Administration Support		2	___ / 10
Customer Service & Community Relations		2	___ / 10
Personnel & Supervision		5	___ / 25
Fiscal Management & Compliance		5	___ / 25
Department Performance		5	___ / 25
TOTAL SCORE			___ / 105

EVALUATOR: _____

SIGNATURE: _____

DATE: _____

NARRATIVE EVALUATION

1. What would you identify as the Director's strengths, expressed in terms of the principal results achieved during the evaluation period?

2. What performance areas would you identify as needing improvement? Why? What constructive, positive suggestions can you offer to the Director to enhance performance?

3. Suggested goals and objectives for new evaluation period:

4. Other Comments:



Administrative Services Committee Meeting

October 28, 2025

Homeless shelter

Department:	N/A
Presenter:	N/A
Caption:	Mr. Melvin Kelly regarding construction of a new homeless shelter.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item 9.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 1:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 2:00 PM.

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

- ☐ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☒ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

10/28/2025

Contact Information for Individual/Presenter Making the Request:**Name ***

melvin kelly

Address *

2014 olive rd

Telephone Number *

706-220-0499

Fax Number**Email Address ***

melvinkelly234@yahoo.com

Caption/Topic of Discussion to be placed on the Agenda: *

construction of new homeless shelter

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

10/22/2025 10:36 AM



Administrative Services Committee

October 28, 2025

MOU

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve Memorandum of University between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta-Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



UNIVERSITY OF GEORGIA
EXTENSION

Richmond County Extension Office
501 Greene Street, Suite 100
Augusta, Georgia 30901
TEL 706-821-2350 | FAX 706-821-2584
ecvaughn@uga.edu
www.extension.uga.edu/richmond

October 8, 2025

Mayor Garnett L. Johnson
535 Telfair Street
Suite 200
Augusta, GA 30901

Dear Mayor Johnson,

Attached you will find the Memorandum of Understanding between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta - Richmond County. Please review the Memorandum of Understanding, sign and date page 5, then return the signed Memorandum of Understanding at your earliest convenience to Campbell Vaughn in Extension Services Department 4821.

If you have any questions, please contact me.

Thank you,

Campbell Vaughn
County Extension Coordinator



UNIVERSITY OF GEORGIA
EXTENSION

Richmond County Extension Office
501 Greene Street, Suite 100
Augusta, Georgia 30901
TEL 706-821-2350 | FAX 706-821-2584
ecvaughn@uga.edu
www.extension.uga.edu/richmond

October 8, 2025

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Augusta, GA 30901

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If you have any questions, please contact me.

Thank you,

Campbell Vaughn
County Extension Coordinator



MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and RICHMOND COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and **Richmond** County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in **Richmond** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. ***Office and Infrastructure.*** The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.
2. ***Vehicles and Travel.*** The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Richmond County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. ***Annual Review.*** The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- ☒ **A. COOPERATIVE DIRECT PAY**
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".
- ☒ **B. COOPERATIVE CONTRACT PAY**
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.
- ☒ **C. COUNTY FUNDED EXTENSION PERSONNEL**
In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Richmond** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

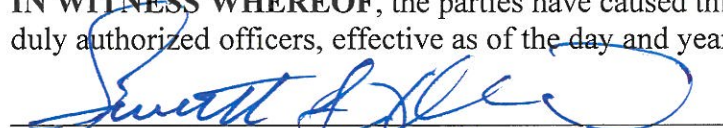
County Personnel		
Primary Contact	Administrator Tameka Allen	535 Telfair St. STE 910 Augusta, GA 30901 Allen@augustaga.gov 706-821-2400 (office)
HR/Personnel Contact	HR Director Anita Rookard	535 Telfair St. STE 400 Augusta, GA 30901 ARookard@augustaga.gov 706-432-5336 (office)
IT Contact	IT Director Reggie Horne	535 Telfair St Bldg 2000 Augusta, GA 30901 Horne@augustaga.gov 706-821-2522 (office)
Finance/Billing Contact	Interim Finance Director Timothy Schroer	535 Telfair St STE 800, Augusta, GA 30901 tschroer@augustaga.gov 706-821-1741 (office)

UGA Personnel		
Primary Contact	Campbell Vaughn, County Extension Coordinator	501 Greene St, STE 100, Augusta, GA 30901 ecvaughn@uga.edu 706-821-2350 (office)

HR/Personnel Contact	Denise Everson, Northeast District Extension Director	301 Hoke Smith Building, Athens, GA 30602 deverson@uga.edu 706-542-3179 (office) 706-871-0090 (cell)
IT Contact	Chase Henson	105 Hoke Smith Annex 300 Carlton St, Athens, GA 30602 chase.henson@uga.edu 706-542-9797 (office)
Finance/Billing Contact	Jennifer Kempf, NE District Business Manager	303 Hoke Smith Building 1225 S. Lumpkin St. Athens, GA 30602 nefinance@uga.edu 706-542-9171 (office)

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

IN WITNESS WHEREOF, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.


Chairman, Board of Commissioners, Richmond County

Date: 10/9/2025

County Extension Coordinator, Richmond County

Date: _____

Vice President for Public Service and Outreach, or their designee
University of Georgia

Date: _____

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension

Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance; and
 - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.
6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall evaluate County Funded Extension personnel using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all county employees.
5. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
6. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance;
 - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
 - d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Addendum D

IT Systems and Support.

- a. *Internet Connectivity:* The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.
- b. *Intraoffice Network:* The County shall provide wired data connections for all computers and network devices within the Extension Office, segregated either physically or virtually from other county agencies and networks.
- c. *Network Equipment:* UGA Extension's Office of Information Technology ("UGA Extension IT") shall supply and maintain basic network switches suitable for the UGA Extension Office's operation. If UGA Extension IT determines specific network switch requirements are needed beyond UGA IT's provisions, the County agrees to install and support network devices meeting the necessary specifications as part of the existing county network infrastructure.
- d. *Wi-Fi:* UGA Extension IT shall supply basic Wi-Fi equipment to ensure adequate coverage within the Extension Office. Should UGA Extension IT determine specialized Wi-Fi equipment be required, beyond UGA Extension IT's standard provisions, the County agrees to procure and maintain such devices. Employee Wi-Fi shall allow interaction between the wired and wireless devices for employees to facilitate file sharing, printing, and scanning capabilities. Should Guest Wi-Fi be provided by a County Wi-Fi system, the traffic should be segmented and isolated from the UGA Extension employee network.
- e. *Vo-IP Phones:* County provided Vo-IP phones that attach to the UGA Extension Office network should connect back to County provided network switch hardware that may or may not be on the same network as the UGA Extension Office computers and other devices. If Vo-IP phones and UGA Extension Office computers and devices operate on separate networks, the County will provide sufficient wired ethernet ports in the UGA

Extension Office for both phone and computers/devices to connect in each room as needed to their respective networks. Should the UGA Extension Office networking need to be altered to allow for Vo-IP phone installation or expansion UGA Extension IT shall be consulted prior to changes.

- f. *Network Changes:* Any modifications affecting the UGA Extension Office's data network infrastructure shall be planned in consultation with UGA Extension IT prior to implementation.
- g. *Computer Hardware & Device Support:* UGA Extension IT shall support and maintain all network devices, computers, printers, software, and other office technology installed or approved by UGA Extension IT. Office central copiers provided by county funds or contracts shall be supported by copier company support or vendor maintenance contracts. UGA Extension IT supported equipment shall be replaced in accordance with UGA Extension IT guidelines for lifecycle management.
- h. *Computer Hardware & Device Procurement:* County Extension Office computers shall be purchased via UGA Procurement using UGA Extension IT standards, with consultation from UGA Extension IT for non-standard equipment. IT equipment purchases shall be funded through county funds or in cooperation with UGA Extension grants or programs as available.
- i. *Software Licensing:* UGA Extension IT shall provide licenses for UGA productivity software. County-specific software required for access to County resources shall be provided and supported by the County in collaboration with UGA Extension IT.
- j. *File Sharing & Data Storage:* UGA Extension IT shall provide space for shared file storage, either locally housed within the UGA Extension Office or on a UGA Extension IT approved online storage system. The county agrees to enable access to the approved online storage system through any county IT-managed firewalls as needed if applicable.
- k. *Office Relocations, Construction, Renovations (IT concerns):* The County shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of IT-related equipment shall be handled by the County with UGA Extension IT available for setup assistance after move-in or project completion. UGA Extension IT shall be responsible for moving and installing networking equipment owned by UGA Extension IT.

The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.